



DARKNESS TO DAYLIGHT CHALLENGE

Terms and Conditions - Darkness to Daylight 2021

1. Participating in the Darkness to Daylight Challenge event (**the Event**), consisting of a digital challenge (100km run) from 1 May to 30 May 2021 and live event (3km or 10km run) on 31 May 2021 (**Live Event**), as organised by Australia's CEO Challenge (**Event Organiser**), is deemed acceptance of these terms and conditions.
2. Each entrant acknowledges and agrees that these terms and conditions are subject to change from time to time at the discretion of the Event Organiser. Any variations become effective on the posting of the changes on the Event Organiser's website at www.darknesstodaylight.org and the Event Organiser encourages users to access and review this document regularly to keep abreast of such changes.
3. Entries for the event close on April 13 (or earlier if at capacity). Entries received after this time will be rejected.
4. Entries to the Event are non-transferable. Entrants must not attempt to transfer their entry to any other person without the knowledge and consent of the Event Organiser.
5. All entrants must complete and submit an online entry form and pay the applicable entry fee. Completion of the online entry form, and payment of the entry fee constitutes a valid entry to the Event. The Event Organiser reserves its rights to reject any entry at its sole discretion.
6. Entry is not transferable and is only valid for the person whose personal details are listed in the entry form. All entrants acknowledge any attempt to transfer an entry or allow another person to participate in the Event under the entrant's name without the Event Organiser's knowledge may void any applicable insurance and the entrant will be disqualified from the Event.
7. Each entrant acknowledges and agrees that their entry fee is not refundable should they not compete, or the Event is cancelled or changed by the Event Organiser due to reasons beyond the reasonable control of the Event Organiser such as bad weather, a force majeure event or for safety reasons (subject to any non-excludable rights under the Australian Consumer Law).
8. Each entrant acknowledges and agrees that competitive sporting events, such as the Event, are inherently dangerous and involve the real risk of serious personal injury, property damage, property loss or even death from various causes including but not limited to overexertion, equipment failure, dehydration, accidents with other entrants, spectators or road users, and course or weather conditions.
9. Each entrant acknowledges and agrees that they are responsible for ensuring their own health and safety in participating in the Event and warrant, as a condition of entering the Event, that they have sufficiently trained and are physically fit for the Event and are not aware of any illness, injury or any other physical disability or impairment which may cause personal injury, death and/or property damage to them or anyone else while participating in the Event. If an entrant becomes aware of any medical condition or impairment, or is otherwise sick or injured prior to or during the Event, the entrant warrants that they will cease participation in the Event until they have sought appropriate medical advice.
10. If an entrant participates in the Live Event, the following terms apply:
 - (a) Entrants must not use any unmanned aerial vehicles, including but not limited to drones, at the Event.
 - (b) Entrants consent to receiving any medical assistance which is deemed advisable by officials or other medical staff at the Event. Such medical assistance is provided at the Event at no cost to the entrant, with the exception that the entrant must cover the cost of



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- purchasing strapping tape if required. If an entrant is deemed to be required to be transported to a medical facility such as a hospital for further assistance, that entrant agrees to pay any costs associated with such transportation and further medical assistance.
- (c) Each entrant acknowledges and agrees that their entry form and payment is valid only for the Event distance they have nominated in the Event. Entrants can only participate in the category which they register and will be disqualified if they compete in a distance other than the distance nominated.
- (d) Each entrant acknowledges and agrees that they will abide by any reasonable directions issued by the Event Organiser, emergency support staff, Queensland Police Service or any other person authorised by the Event Organiser or a law enforcement agency to give directions at the Event. Each entrant agrees to follow the approved course at the Event, and obey all applicable laws at the Event.
11. Each entrant acknowledges and agrees that they may be disqualified from participating in the Event without a right to any refund if they breach, or are reasonably suspected of breaching, these terms and conditions at the discretion of the Event Organiser.
12. Each entrant must provide to the Entry Organiser an emergency contact name and number.
13. Each entrant forever releases all persons or corporations associated directly or indirectly with the conduct of the Event from all claims, demands and proceedings arising out of their participation in the Event and indemnifies them against all liability (including liability for their negligence and negligence of others) for all injury, loss or damage arising out of or connected with their participation in the Event to the fullest extent permitted by law. This release shall extend to and include:
- (a) the Event Organiser, sponsors, volunteers or any other entity associated with the organisation of the Event, including Event medical and paramedical personnel;
- (b) the owners, licensees and occupiers of land upon which any part of the Event is conducted;
- (c) any statutory body or local authority having control over any land upon which any part of the Event is conducted; and
- (d) the related bodies corporate, agents, officers, employees, members and/or contractors of each person or entity mentioned in paragraphs (a)-(c) above.
14. Section 139A of the *Competition and Consumer Act 2010* (Cth) permits the Event Organiser to request entrants to agree that the statutory guarantees under the Australian Consumer Law do not apply to them.
15. Each entrant acknowledges and agrees that, to the full extent permitted by law:
- (a) Entrants' rights to sue the Event Organiser, its servants and agents, in relation to the Event if the Event was not provided to entrants in accordance with an express or implied warranty or guarantee that the services in connection with the Event will be provided with reasonable care and skill, are excluded, restricted or modified as set out below; and
- (b) Entrants release the Event Organiser, its servants and agents, from all liability for a failure to comply with any express or implied warranty or guarantee that the services in connection with the Event will be provided with reasonable care and skill.
16. By participating in the Event, each entrant acknowledges and agrees that, to the full extent permitted by law, the liability of the Event Organiser in relation to recreational services (as that term is defined in the Australian Consumer Law and any similar state laws) of any:
- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);



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- (c) the contraction, aggravation or acceleration of a disease;
- (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
- i. that is or may be harmful or disadvantageous to entrants or the community;
 - ii. that may result in harm or disadvantage to entrants or the community;
- that may be suffered by entrants from the supply of recreational services is excluded.
17. Each entrant acknowledges and agrees that it is their responsibility to ensure that they are appropriately hydrated while participating. Each entrant acknowledges that they will adhere to all current health and safety guidelines set out by state and territory governments.
18. Each entrant acknowledges and agrees that they have the possibility to fundraise for the Event Organiser as a result of participating in the Event. All fundraising will be conducted through an online platform and will be subject to any terms and conditions of that site. The entrant acknowledges that the funds raised will go directly to Australia's CEO Challenge, who maintain sole discretion and control over how the funds raised will be used.
19. Each entrant acknowledges and agrees that all donations raised as individuals or through a team are pledged through the provided fundraising platform <https://www.darknesstodaylight.org/> and not received through personal bank accounts or cash donations.
20. The Event Organiser may change the Event format at their discretion. If that occurs, these terms and conditions continue to apply. A transfer of registration will be offered to the new format.
21. Each entrant acknowledges and agrees that they have sole responsibility for their personal possessions and athletic equipment during the Event and related activities. The Event Organiser is not liable for any damaged, stolen or lost goods.
22. Each entrant consents to, without being compensated in any way, the publication or use in any form of media and marketing by the Event Organiser, or affiliated entities including but not limited to sponsors, of their name, image, voice, race number, statements and photographs and films of them taken in any context pertaining to the Event or otherwise before, during or after the Event for advertising, promotions or otherwise. Each entrant acknowledges and agrees that such photographs and electronic images are owned by the Event Organiser. The Event Organiser is not responsible for photographs and electronic images taken by persons who are not an official representative of the Event Organiser.
23. Strollers, wheel chairs and similar devices used in the Event must have appropriate safety restraints and meet Australian Safety Standards.
24. Each entrant acknowledges and agrees that the Event Organiser may remove the entrant from the Event platform and/or exclude the entrant from participation in the Event:
- (a) if the entrant's behaviour is inappropriate, offensive or abusive; or
 - (b) to prevent or arrest any form of unauthorised marketing, including but not limited to ambush marketing.
25. The Event Organiser may collect personal information about entrants, including the information they provide upon entry. The Event Organiser collects this information for the purpose of processing entries, providing services to entrants, providing entrants with information about other services the Event Organiser offers that may be of interest to entrants (**Secondary Purposes**), facilitating the Event Organiser's internal business operations, including the fulfilment of any legal requirements, and analysing the Event Organiser's services and customer needs with a view to developing new and/or improved services.

26. At any time entrants may notify the Event Organiser that they do not want the Event Organiser to use their personal information for Secondary Purposes by contacting the Event Organiser by email to eventcrew@aceoc.org. Entrants must allow four business days for their preference to be implemented.
27. Each entrant acknowledges and agrees that the Event Organiser will enter his or her personal details contained on the entry form into a database which will be used for the administration of the Event, including to email and SMS Event information to them if they have provided an email and/or mobile phone number, unless otherwise indicated by the entrant on the entry form.
28. Entrants must provide accurate personal information to the Event Organiser. If information is incomplete or inaccurate, the Event Organiser may be unable to process their entry and has the option to reject the entry.
29. Entrants may access the personal information the Event Organiser holds about them in accordance with the Event Organiser's privacy policy, which is available at www.australiasceochallenge.org
30. Each entrant certifies that they are 18 years of age or older and have read this document and understand and accept these terms and conditions. If the entrant is under the age of 18, their parent or legal guardian certifies that they have read this document and understand and accept these terms and conditions. School students must provide a guardian consent form to the school prior to entering. The Event Organiser is not liable for any person under the age of 18 if a guardian's consent has not been approved.
31. Each entrant acknowledges and agrees that they are required to follow the COVID-19 health regulations provided by the relevant state government. Entrants acknowledge that the Event Organiser is not responsible for any participants who do not comply with relevant state restrictions and obligations, and any associated penalties.
32. The Event Organiser may need to implement a range of measures and actions to respond to the COVID-19 pandemic, including to follow social distancing and other COVID-19 related requirements, directions and guidelines, and to otherwise maintain health and safety at the Event. These measures may change from time to time, and the Event Organiser requires all entrants, as a condition of entry into the Event, to regularly check its website and other communications to stay abreast of current measures and requirements at the Event.
33. It is a condition of participation in the Event that entrants follow all directions and requirements put in place by the Event Organiser or relevant state government to maintain health and safety at the Event, including but not limited to:
 - (a) providing, upon request, a COVID-19 health declaration; and
 - (b) complying with social distancing requirements or any other COVID-19 safety requirements implemented by the Event Organiser.Failure to follow such directions and requirements may result in the entrant being excluded from entry to or participation in the Event.
34. Each entrant consents to the Event Organiser providing personal and/or health information collected from you to public health authorities where the Event Organiser is required by law to do so or where the authority requests such information to assist with contact tracing.
35. Each entrant acknowledges and agrees that, despite measures and actions taken to maintain health and safety at the Event, the Event Organiser is unable to prevent or avoid all risks relating to COVID-19 and each entrant accepts personal responsibility and liability for any and all risks relating to COVID-19 while at the Event. Each entrant voluntarily assumes the risk of exposure to and potential infection from pathogens, including but not limited to COVID-19, and acknowledges that such exposure or infection may result in injury, illness, disability or death.
36. Entrants acknowledge and agree that the Event Organiser may reschedule, relocate, cancel or



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change the nature or format of the Event if the Event Organiser deems it advisable or necessary to do so due to COVID-19 or any laws or directions issued in connection with COVID-19.

37. Each entrant agrees to undertake a reasonable assessment of their own health status and agrees not to attend or participate in the Event if they:
- (a) have experienced any symptoms of COVID-19, including fever, coughing, sore throat, shortness of breath, runny nose, acute blocked nose, headache, muscle or joint pains, nausea, diarrhoea, vomiting, loss of sense of smell, altered sense of taste, loss of appetite and fatigue;
 - (b) are required to be in either isolation or quarantine;
 - (c) have been in contact, or reasonably suspect they may have been in contact, with someone diagnosed with COVID-19 in the 14 days prior to the Event or on the day of the Event.
38. The Event Organiser retains the right, acting reasonably, to vary these terms and conditions from time to time in accordance with clause 2 to further respond to the COVID-19 pandemic and its impact on the operations of the Event and the health and safety of entrants.
39. If any clause of these terms and conditions is deemed unenforceable, it does not affect the operation of the other clauses.
40. This agreement constitutes the entire agreement between the entrant and the Event Organiser in respect of its subject matter and supersedes any prior agreement or understanding in relation to anything connected with its subject matter.
41. These terms and conditions are subject to the laws of Queensland, Australia. The Event Organiser and entrants submit to the exclusive jurisdiction of the courts located in Queensland, Australia and the courts of appeal therefrom for the resolution of any dispute under these terms or concerning the Event.
42. By completing the registration the entrant accepts these terms and conditions.

Name _____

Sign _____ Date _____