

FRED'S BIG RUN ("THE EVENT")

TERMS & CONDITIONS FOR PARTICIPATION

By registering for the Event the participant or the parent/guardian of a participant under 18 ("you/yours"), acknowledge and agree that you are entering into an agreement with the organiser, The Fred Hollows Foundation ("The Foundation"), of Fred's Big Run ("the Event"), and agree to be bound by these Terms and Conditions.

Fred's Big Run involves setting a personal distance and fundraising target to achieve by 31st August. The participant should seek professional advice from a medical practitioner before setting their personal distance goal.

Any participant under the age of 18 must have a parent/guardian listed on the website and tick the box confirming their acceptance of these terms and conditions on behalf of the participant.

Note: Children under 12 years of age are not permitted to register for the event.

PART A – FUNDRAISING

1. You understand that by registering for the Event, you pledge to raise funds in support of The Fred Hollows Foundation's work to end avoidable blindness.
2. All fundraising conducted for this Event comes under The Foundation's authority to fundraise in the respective State or Territory in Australia and you agree to be bound by the relevant state fundraising legislation and abide by The Foundation's guidelines on fundraising as outlined on its website.
3. Refunds of donations – The Foundation is happy to refund a donation made in error or transfer to the appropriate participant. If you wish to request a refund, please contact The Foundation using the [Contact Us](#) section of the website.

PART B – RISK & RESPONSIBILITY

1. The participant is responsible for ensuring that they have adequately and appropriately prepared both physically and mentally for the Event and by entering the Event, the Participant warrants that they have done so and are not aware of any illness, injury, physical disability or impairment which may cause them injury or death during the Event period. If the Participant has any health issues or doubts prior to or during the Event, the Participant warrants that they will immediately seek appropriate medical advice.
2. If, during the Event, the Participant becomes ill or is injured, the Participant warrants that they will cease participation in the Event until they have sought the advice of a medical professional.
3. You acknowledge and accept that there is a real risk of serious harm, injury or death inherent in participating in the Event and that you are voluntarily accept those risks.
4. You will use your best efforts to avoid or minimise the risks to yourself when participating in the Event.
5. You agree to The Foundation collecting, storing and processing your information for the purpose of conducting the Event, and providing you with other information related to The Foundation.
6. You agree that if you are the parent or guardian of a participant under the age of 18, you must arrange for appropriate supervision whilst they are participating in the event.
7. You agree that you have obtained all relevant permissions to participate in the Event at your location of choice including, but not limited to, local council, building owners corporation or gym.

8. If you will be using gym equipment for the Event you warrant that you have the requisite experience and knowledge of the equipment to enable you to properly participate in the Event.

PART C – MEDIA & PUBLICATION

1. You agree not to use the intellectual property of The Foundation or Fred’s Big Run, including but not limited to logos and trademarks, except with the prior written consent of the relevant owner of the intellectual property.
2. You give permission for The Foundation to use your image, voice, statements and name in any media representation before and after the Event and you understand that no compensation is payable to you for the use of your image, voice, statement and/or name.
3. You acknowledge that The Foundation takes the protection of your privacy seriously and that you have a right to request The Foundation not to use or to remove your image, voice, statement and/or name from any media or publication. For further information, please see The Foundation’s privacy policy as outlined on this website.

PART D – CONTENT AND DATA

1. The Participant agrees that while The Fred Hollows Foundation will provide access to a mobile application to record the participants progress in good faith, it cannot be held responsible for the loss of data which may eventuate from the application itself or in transmission between the application and the Event’s website.
2. The Fred Hollows Foundation does not claim ownership of content the Participant may submit or make available for inclusion on their fundraising page or on social media. However, with respect to content the Participant submits, the Participant grants The Fred Hollows Foundation a worldwide, perpetual, irrevocable, royalty-free and non-exclusive licence, as applicable, to use, distribute, reproduce, modify, adapt, publicly perform and publicly display and otherwise exploit such content for the purposes of promoting Fred’s Big Run event.
3. Any content a participant post to the website (e.g. photos and videos) is the participants responsibility, and they must make sure that they have the necessary rights to post that content (e.g. by obtaining permission of copyright owners if necessary).
4. The Foundation reserves the right to delete any content posted, which violates someone else’s right, is hateful, threatening, pornographic or violent or otherwise violates the law.

PART E – PRIZES & REWARDS

1. Rewards will be offered to the Event participants for achieving various levels of fundraising goals. Details for these can be found on [the Fred’s Big Run website](#).

PART F - ACKNOWLEDGMENT

The Participant acknowledges and agrees that distance walking or running can be dangerous and that they participate in the Event at their own risk. The risks associated with participating in Fred’s Big Run include but are not limited to the risk that:

- The Participant may suffer harm from physical exertion;
- The Participant may be involved in a collision with other people, animals or vehicles;
- The Participant may fall and injure themselves;

- The Participant may suffer from the effects of heat, cold, wind, rain and other weather conditions if taking on the challenge outside;
- The Participant may get lost.

Each of these risks may result in the Participant suffering harm including but not limited to death, physical or mental injury, disability, property damage and economic loss. There may be other risks to which the Participant may be exposed, including injury caused to other parties or damage caused to the property of other parties.

PART G – WAIVER, RELEASE, INDEMNITY AND LIABILITY EXCLUSIONS

The Participant releases The Fred Hollows Foundation (and their directors, officers, employees, representatives, volunteers, sponsors, contractors and subcontractors) (individually and together the “Those Released”) from all claims (including those arising out of negligence), loss, damage, liability, cost and expense arising out of the Participant’s participation in the Event and the Participant indemnifies Those Indemnified against any claim (including but not limited to those arising in negligence), loss, damage, liability, cost and expense that may be incurred or sustained by Those Indemnified in connection with any act, matter or thing done, permitted or omitted to be done by the Participant or which was in any way connected with the Participant’s involvement in the Event.

Nothing in these terms and conditions excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law (“ACL”) which cannot lawfully be excluded, restricted or modified.

For further information of The Fred Hollows Foundation’s Privacy Policy as well as it’s Safeguarding People Policy please refer to <https://www.hollows.org/au/safeguarding-and-policies>