



## Little Wings Run the Runway Terms and Conditions of Participation

I agree to and accept the following terms and conditions of participating in the 2019 Little Wings Run the Runway running event (the **Event**).

I understand and agree that to the maximum extent permitted by law:

### **Physical risk**

1. I participate in the Event at my own risk and will therefore take all reasonable measures to protect myself from the risks of participation (including but not limited to injury, serious injury or even death from various causes including over exertion, exhaustion, dehydration, equipment failure, weather and/or conditions and accidents with other participants, spectators, volunteers or officials). I accept all responsibility for travel and medical treatment and insurance and for payment and/or reimbursement of medical/surgical expenses incurred on my behalf.
2. I acknowledge that the risks of participation are increased if I choose to participate wearing costumes, novelty shoes or accessories or carrying props or any other items that may restrict my ability to walk, run or move.
3. Medical services will be available on the Event day to provide medical treatment. I acknowledge that I can seek their care at any time. I consent to receiving any medical treatment that the medical services, Event organisers, officials or volunteers think necessary in the event of an emergency or during or after the Event.
4. To the best of my knowledge, I am not suffering from a condition which would prevent and/or render me unfit to participate in the Event. I know that running is a potentially hazardous activity. I agree to abide by any decision of a race official relative to my ability or the ability of any other participant to safely complete the run or the ability of any spectator to safely watch the Event.

### **Waiver and indemnity**

4. I fully and irrevocably exclude and release Little Wings Limited, all Event sponsors and/or other persons, corporations and bodies involved with promoting or staging the Event, as well as their directors, officers, employees, volunteers, agents and representatives, from all liability for any loss, damage, cost or expense (whether in negligence, contract, under statute or otherwise) suffered by me or caused by me to any third party as a consequence of my involvement in the Event, including in relation to death and personal injury.
5. I release Little Wings Limited, Bankstown Airport, the Event organisers and/or other persons, corporations and bodies involved with promoting or staging the Event (and their directors, officers,

employees, volunteers, contractors, sponsors and/or agents) from any claim and from any liability (to the maximum extent permitted by law) for or as a result of any loss, injury or damage suffered by me in relation to my attendance and participation at the Event, how so ever caused, including any claim or liability which arises due to any negligence of Little Wings Limited, Bankstown Airport, the Event organisers and/or other persons, corporations and bodies involved with promoting or staging the Event (and/or their directors, officers, employees, volunteers, contractors, sponsors and/or agents).

6. I am responsible for all property I bring to the Event sites (such as backpacks, water bottles, purses, wallets, hats, jackets, sunscreen and other personal items and belongings) and acknowledge that Little Wings Limited, Bankstown Airport, the Event organisers and/or other persons, corporations and bodies involved with promoting or staging the Event accept no responsibility for any loss or damage to this property.

#### **Privacy and personal information**

7. I consent to the conduct of identity verification checks, background security checks and any other security checks (which may include inspecting my personal property) prior to my entry to and departure from any Events sites.
8. By entering the Event, I consent to my personal information being provided to Little Wings Limited and being disclosed to third parties involved with promoting or staging the Event or where required by law (including but not limited to service providers, medical officials during treatment and charities and other organisations for the purposes of issuing invoices and receipts). In doing so, I acknowledge that my information may be disclosed to overseas recipients.
9. I consent to receiving information (including via email) from Little Wings Limited. I acknowledge that I can unsubscribe at any time.

#### **Publication and photographic consent**

10. I consent to the publication and/or use in any form of media whatsoever of my name, race result, image, voice, statement or otherwise, including the publication of my name and/or event result and applicable age bracket in/or marketing materials/website without payment or compensation.

#### **Event rules and regulations**

11. I agree to abide by the rules and regulations of the Event and Bankstown Airport. Any violation of these rules and regulations or damage to the airport or Event sites will be determined and actioned appropriately at the discretion of Bankstown Airport. I also agree to follow the directions of anyone authorised to give directions whilst I am on the said premises or property.
12. I will show respect for other participants in the event, and my conduct will at all times be considerate of others.

13. I understand that bicycles, skateboards, baby joggers, roller skates or inline skates and animals are not allowed in the event and I will abide by this guideline. Compact strollers will be permitted, but all objects on or within the strollers must be secure.
14. I am aware that the Event strongly discourages the use of personal audio devices (such as iPods, MP3, earphones or buds or headphones or similar) and that as a participant in the Event I am required to remain alert to announcements at all times.

#### **Cancellation and refund policy**

16. The Event may be postponed or cancelled at any time at the discretion of Little Wings Limited or the Event organisers. Little Wings Limited and the Event organisers will make all reasonable efforts to advise all participants of any postponements or cancellations.
17. Given the large cost involved in putting on the Event (that is incurred in preparation for and at the time of registration) and that Little Wings Limited is a not for profit registered charity, I accept that no refund of participation fees will be provided whatsoever.

#### **Parent or Guardian Declaration**

19. I acknowledge that if I am under the age of 18 (Child Participant), my registration is provisional until these Terms and Conditions are accepted by my parent or guardian on the registration website.
20. By accepting these terms and conditions on the registration website, the parent or guardian of a Child Participant agrees to these Terms and Conditions on their own behalf and on behalf of a Child Participant and all references to 'I' and 'me' in these Terms and Conditions refer to both the Child Participant and their parent or guardian.
21. I acknowledge that all Child Participants must be accompanied by a registered Adult Participant at all times during the event.

#### **Raffle**

22. Each registered Participant receives one automatic entry into the raffle for a Vuly Lift 2 Large trampoline valued at \$1,099 provided by Vuly Trampolines Pty Ltd (ABN: 91 160 793 706) (Supplier). The prize includes shipping to one address in an Australian territory.
23. Prize values are recommended retail value as provided by the Supplier and are correct at the time of publishing. The prize value is in Australian dollars.
24. The prize is not transferrable and cannot be exchanged as cash.
25. The raffle will be drawn at the Event and will be announced prior to the Event close. The winner will also be notified via phone and email. Little Wings Limited will make all reasonable efforts to locate the winner and deliver the prize. If any prize remains unclaimed for 1 year, Little Wings Limited will deal with the prize in accordance with the law.

26. If the winner is a Child Participant under the age of 18 years, the prize will be awarded to their accompanying registered Adult Participant.
27. Little Wings Limited will take no responsibility for prizes damaged in transit, except for any responsibility which cannot be excluded by law.
28. In the event that the Supplier is unable to supply the prize, they reserve to right to supply an alternate prize of the same or greater value, subject to any relevant written directions given by State or Territory gaming departments.
29. If for any reason the raffle is not capable of running as planned, including (but not limited to) tampering or any other causes beyond the control of Little Wings Limited, which corrupt or affect the administration security, fairness, or integrity or proper conduct of the raffle, Little Wings Limited reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the raffle, subject to any direction given under state permit regulations.
30. Little Wings Limited shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained in connection with any prize/s, except for any liability which cannot be excluded by law.