



## The Great Aussie Hike - Terms and Conditions of Participation

These terms and conditions are entered into between Footstep Events Ltd ACN 643 623 910 (**we, us, our** and other similar expressions) and the Participant (**you, your** or other similar expressions).

By completing your registration for The Great Aussie Hike 2022, you agree to abide by the terms and conditions outlined below.

### Definitions

**Challenge Rules** means the rules set out at <https://www.greataussiehike.com.au/challenge-rules/>.

**Covid-19 Safe Plan** means the plan set out at <https://www.greataussiehike.com.au/covid-19-safety-plan/>.

**Program** means the program referred to as 'The Great Aussie Hike' comprising of the Team Challenge and all services facilitated by the Program Organiser and other Program Providers leading up to the Team Challenge including but not limited to training programs and mindset challenges.

**Registration Fee** means the registration fee payable for the Team Challenge you register for, as set out here <https://www.greataussiehike.com.au/program-fees/>.

**Registered Adult** means a person aged 18 or over who has registered to participate in the Team Challenge.

**Released Parties** means Footstep Events Ltd ACN 643 623 910 and its affiliates and their respective directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; all Program and Team Challenge event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing including but not limited to Footstep Events Ltd.

**Team** means those persons registered as a team to complete the Team Challenge.

**Team Challenge** means the 30km, 43km, 57km or 100km trail (as applicable) described at <https://www.greataussiehike.com.au/>.

**Team Captain** means the person registered as the Team Captain.

**Team Member** means a registered member of your Team.

**Together Pass** means the Team Challenge registration terms applying to persons aged between 12 and 20, located here: <https://register.greataussiehike.com.au/togetherpass>.

### General

1. The Program is organised and promoted by us with the main purpose to assist you with your mental wellbeing.
2. By agreeing to these terms and conditions, you acknowledge that you have read, and will at all times comply, with these terms and conditions, the Challenge Rules and our Covid-19 Safe Plan.
3. You acknowledge and agree that you have chosen of your own free will to enter the Program and have not relied on any representations, statements or inducements by us when entering the Program.

## Team Challenge

4. The various distances for the Team Challenge are set out in the Challenge Rules. You must only complete the distance for which you have registered and ensure that your Team has the required number of Team Members for that distance.
5. A Registered Adult can apply for a maximum of two Together Passes. Subject to the maximum number of Team Members set out in the Challenge Rules, a person on a Together Pass must complete the 30km Team Challenge with a Team of at least four Team Members who are Registered Adults.

## Fees

6. Each Team must be signed up and the Registration Fee paid by 4 March 2022 to be eligible to participate in the Team Challenge. Payment extensions may be provided with our approval.
7. Each team has the choice to (a) register and pay as a team or (b) register and pay individually.
  - (a) The Team Captains will pay the team registration fee directly to Footstep Events Ltd and then each team member will use the provided code to register via the Raisely portal.
  - (b) The Team Captains will register the team name as part of his/her individual registration. Team members then have 14 days to complete their individual registrations. Team Captains accept responsibility for ensuring that minimum team numbers for each distance as stated on [www.greataussiehike.com.au](http://www.greataussiehike.com.au) are registered and paid. The Team Captain accepts responsibility for any outstanding team balance and agrees to have credit card details on file charged accordingly.
8. Should your Team select to fundraise, you acknowledge that this is done separately from the Program and that any donations received are separate to You agree to ensure that all your sponsors/donors understand that their sponsorship or donation is in acknowledgement of your Team's request for support, rather than completion of the Program.

## Collection of Medical Information

9. You agree to supply accurate medical and emergency contact information as part of your registration requirements.

## Transfer of Registration

10. Teams can substitute Team Members up until the 4 March 2022 (subject to meeting the minimum age requirements). After this date, we reserve the right to refuse any Team changes if, in our opinion, the proposed new Team Member does not have enough time to prepare for the Program. No substitutions may be made once a Team has completed sign-in on the day of or during the Team Challenge.
11. To transfer your registration, you must contact [teams@greataussiehike.com.au](mailto:teams@greataussiehike.com.au).
12. Teams may apply to transfer to a different challenge by emailing [teams@greataussiehike.com.au](mailto:teams@greataussiehike.com.au), if transfer is granted by us:
  - (a) teams wanting to do a further distance will need to pay the difference of the full fees.
  - (b) teams wanting to do a shorter distance will not be granted any refunds of the difference in fees.

## Cancellation, Postponement and Refund Policy

13. We may, at our option, cancel your participation in the Program and/or Team Challenge if you:
  - (a) breach these Terms and Conditions;
  - (b) participate in the Team Challenge without permission;
  - (c) do not supply adequate personal, medical and emergency contact information prior to the Team Challenge;
  - (d) behave in a way that is a risk to you or others;
  - (e) behave in a way that is inappropriate or offensive or in breach of the law; or
  - (f) use illegal or performance enhancing drugs when undertaking any Program activity, and you will not be entitled to a refund of all or part of your Team's Registration Fee.
14. The Team Challenge will operate regardless of weather conditions, except in the case of severe, unforeseen conditions or if we deem that it is unsafe. We may deem the Team Challenge to be unsafe due to circumstances out of our control such as (but not limited to) heavy rain, gale force winds, bushfires, flooding, lightning, electrical storms, or if for any reason conditions are such that our insurance would be void or voided for the Team Challenge.

15. We may choose a suitable, alternate venue and/or route to hold the Team Challenge. The route or location may not be the same as originally proposed by us if it is deemed unsafe, but reasonable endeavours to find a suitable substitute will be made. In the event that the Team Challenge is re-routed or shortened, no refund of Registration Fees will be made.
16. We reserve the right to cancel the Team Challenge for any other reason that may put you or event staff at risk.
17. In the event that the Team Challenge is postponed, you will be transferred to a new event date for the Team Challenge. We reserve the right to postpone the Team Challenge for any reason.
18. In the event that the Team Challenge is cancelled, Teams will have the option for the Registration Fee to a) be carried over to the next year's Program in full; or b) refunded minus a \$20 administration fee.
19. If your Team withdraws from the Program for any reason, no refund of your Registration Fee will be provided.
20. If your Team has elected for Team Members to register and pay individually, and an individual withdraws from the Program for any reason, no refund of your Registration Fee will be provided. You may be reimbursed privately for monies paid by the new Team Member taking your position within the Team.
21. If you have registered individually without forming a team and wish to withdraw from the Program for any reason, no refund of your Registration Fee will be provided.
22. If you or one of your Team Members withdraws from your Team resulting in the number of Team Members falling below the number required to participate in the Team Challenge as provided for in the Challenge Rules, and you cannot find a replacement Team Member then:
  - (a) you must contact [teams@greataussiehike.com.au](mailto:teams@greataussiehike.com.au) and a decision of whether the team will be allowed to continue as a single team or whether your team will need to join with another will be made.
  - (b) no refund, including no partial refund, will be provided to teams or individuals who do not find substitute team members. The registration fee is based on the cost for a team to participate in the challenge and is not related to the number of team members. This includes where the team fee has been divided equally between Team Members and paid individually through the registration portal.

### **Cancellations due to Covid-19**

23. If you are prevented from competing in the Team Challenge because you:
  - (a) have Covid-19, or
  - (b) are a close contact of someone with Covid-19, and
 are prevented by law (including any directions in a Public Health Order) from participating in the Team Challenge then, at our discretion, we may:
  - (c) provide you with a credit note of an amount equal to your Registration Fee that may be used in the next Team Challenge event.
24. In exercising our discretion under clause 23 above, we may:
  - (a) request supporting documentation from you including details of a positive PCR test lodged with the relevant State authority, and
  - (b) consider the following:
    1. whether your Team will continue to satisfy Team Member numbers required to participate in the Team Challenge, and
    2. any other factors that we consider relevant to our decision.

### **Risks and Liabilities**

25. The Team Challenge involves sustained physical exercise in a remote area and may involve walking at night over undulating terrain. You are responsible for your own fitness and we take no responsibility for determining whether you are fit enough to take part in the Program or the Team Challenge. You must consult a doctor about your participation if you have any concerns about your fitness level or potential underlying health conditions that may impact your ability to participate safely in the Program or Challenge.
26. You must pass on any relevant and important medical information or health issue concerns to us and your Team before the start of the Team Challenge.
27. You are aware of the inherent risks involved in the Program and any associated training, and acknowledge that there is a risk of physical or mental injury to you and others (including the aggravation, acceleration or recurrence of such an injury), death, and damage to property including, without limitation, any property in your control or possession. These risks include, but are not limited to, road or track surfaces, remoteness from assistance or medical aid, the extremely strenuous nature of covering 100 or 57 or 43 or 30 kilometres on foot (including walking or running at night), becoming lost, vehicle traffic, actions of participants, spectators, organiser's personnel, supporting agencies, weather conditions, sleeplessness, hypothermia and heat exhaustion, condition or suitability of your clothing, footwear or equipment. In your judgment you must have sufficient competence and experience to participate safely in the Program and training walk(s) and you must assume all of the inherent risks

of the Program and take full responsibility for any and all damages, liabilities, losses or expenses that you incur as a result of participating in the Program.

28. You warrant that you have sufficient competence, knowledge, common sense, experience, and equipment to participate in the Program in a manner which will be safe to you and others.
29. You warrant that during the Program you will carry with you the minimum mandatory equipment deemed necessary for health and safety by us or other Program organisers.
30. You accept before starting that you are responsible for your own health and safety during the Program. You acknowledge that if we reasonably believe that you are placing your Team's (or other teams') health and safety at risk, you may be withdrawn from the Program and/or Team Challenge at any time and will not be entitled to a refund of your Registration Fee.
31. You acknowledge that you are responsible for your own personal property and equipment during the Team Challenge.
32. You acknowledge that although the Team Challenge has first aid personnel and resources at various points along the course, there may be a delay in medical assistance reaching you.
33. You accept the communications, search, rescue and first aid arrangements put in place by us. You give consent to receiving any first aid and medical treatment which may be deemed advisable in the event of an accident, injury and/or illness as a result of your involvement in the Program and/or Team Challenge.
34. You certify that the medical information supplied by you on the registration form for the Program is true and correct and consent to, and authorise that we can provide that information to the contracted First Aid company, as well as any medical practitioner, ambulance officer or any person involved or associated with any medical treatment or assistance that may be required by you as a result of your participation in the Team Challenge, regardless of whether medical treatment is actually given.
35. To the maximum extent permitted by law, you (including your executors, administrators, heirs, next of kin, successors and assigns) waive, release and discharge each of the Released Parties from any and all liability for; death, disability, personal injury, property damage, property theft, contraction or aggravation or acceleration of a disease, and all other foreseeable risks, claims or actions of any kind (including negligence and breach of contract) whatever and however occurring (and including legal fees incurred as a result of any claim, whether it is valid or not) which may arise, at any time, from or in connection with, directly or indirectly, your participation in the Program and the Team Challenge, except in cases where our conduct or the conduct of other Released Parties is reckless.
36. Without limiting the above, to the maximum extent permitted by law, you release the Released Parties from all liability for: any consequential loss; and any economic loss, suffered or incurred by you or any other person arising out of or in connection with your participation in the Program, Team Challenge and/or training walk(s).
37. Without limiting the above, to the maximum extent permitted by law, our maximum liability to you or any other person arising out of or in connection with your participation in the Program, Team Challenge and/or training walk(s) is limited to:
  - (a) in the case of goods, the repair or replacement of the goods or the supply of equivalent goods (or a refund of the amount paid for the goods); and
  - (b) in the case of services, the supplying of the services again (or a refund of the amount paid for the service).

## Australian Consumer Law

38. You agree that the Team Challenge constitutes a recreational service within the meaning of section 139A of the *Competition and Consumer Act 2010* (Cth) and section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) as the Team Challenge is (a) a sporting event or similar leisure time pursuit; and/or (b) other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purpose of recreation, enjoyment or leisure.
39. The *Competition and Consumer Act 2010* (Cth) and *Australian Consumer Law and Fair Trading Act 2012* (Vic) imply certain guarantees into contracts for the supply of certain goods and services, for example, that goods or services will be rendered with due care and skill, that goods or services supplied will be reasonably fit for purpose and that goods or services will be delivered in a timely manner (**Statutory Guarantees**).
40. Under section 139A of the *Competition and Consumer Act 2010* (Cth) and section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) we are entitled to ask you to agree (and you hereby agree) that these Statutory Guarantees do not apply to you and that you (including your executors, administrators, heirs, next of kin, successors and assigns) will take no course of action against us or any other Released Party if you are killed or mentally or physically injured because the Team Challenge was not provided in accordance with the Statutory Guarantees.

Note: the changes to your rights as set out in clauses 33 to 35 above, do not apply if your death or injury is due to gross negligence on our part. 'Gross negligence' in relation to an act or omission, means doing the act or failing

to do any act with reckless disregard, with or without consciousness, for the consequences of the act or omission.

### **Potential Course Changes and Timings**

41. The trail will include several road crossings and short sections along roads to which all normal road rules apply. These roads will not be closed for the Team Challenge. Road crossing times have been calculated based on teams completing the Team Challenge at a rate of 4-6km/hr for 43km, 57km and 100km teams and between 4-7km/hr for 30km teams. If teams are faster than this then they may come across road crossings without road marshals and need to take extreme care.
42. We reserve the right to close or alter sections and/or Wellness Stop closure times for safety or any other reason. Wellness Stop times have been calculated based on teams completing the Team Challenge at a rate of 4-6km/hr for 43km, 57km and 100km teams and between 4-7km/hr for 30km teams. If Teams are faster, there may be reduced resources available and not all functionality may be available.
43. You accept that the route shown on promotional material may be subject to change and that we may need to cancel, postpone, halt, delay, abridge, re-route or otherwise alter the Team Challenge in response to hazards including but not limited to natural disaster, fire, flood, path instability, livestock disease or land access permits. In such instances, you will be given as much notice as possible and any necessary alterations will attempt to preserve the nature of the Team Challenge as much as possible.

### **Safety and Insurance**

44. In case of emergency (eg – serious injury, breathing difficulty, bushfire) you must call 000.
45. If you have a non-urgent medical issue, please contact the First Aid Team first (contact number on your bib) and they will assist.
46. It is recommended that you have Ambulance Cover in case of emergency. We have public liability insurance to cover the Team Challenge. This does not include Personal Accident Insurance for you. It is recommended that you arrange your own Personal Accident Insurance cover before participating in the Team Challenge to cover any unforeseen personal costs you may incur.

### **Personal Data**

47. We collect some or all of the following personal data from you when you register to participate and when you participate in the Program and/or Team Challenge. These may include but are not limited to: name, email, phone number, date of birth, gender, postal address, medical information, emergency contact information.
48. We will collect and process your personal data to enable us to provide our services to you in connection with the Program, including using your personal data: to confirm and verify your identity; to provide you with details of the Program; to administer the Program and enable you to participate in the Program; for the compilation of anonymised statistical information; and-to satisfy our legal, accounting or reporting requirements.
49. This data will be shared with our Program partners who oversee participant safety throughout the Program, including but not limited to the contracted First Aid Provider (in connection with medical assistance during and immediately following the Program) and Victorian State Emergency Service.
50. We process any medical data which you disclose so as to protect your health during the Program. This will be shared with our first aid supplier – to keep you safe in case you need assistance during the Program. These may include but are not limited to; name, gender, date of birth, medical information, mobile number, emergency contact name and number.
51. We share your data with the event photographers in connection with the event photography. This may include but are not limited to name, team name, bib number, email address. This is so that you are able to find photos of yourself on the photographer's website.

### **Photography**

52. Images, video and interview material taken at training days, the Program or the Team Challenge will be owned by us and may be used by us in future promotions.
53. You grant us the right, permission and authority to use your story and image (film or photographs) to tell people about the work that we do. Your story could appear on websites, in newspapers, on social media, in a report or on the television and radio. However, we are not obliged to use your story or image.
54. Your story or image could be seen or heard by anyone around the world (including in your own community and country). If you wish, we can conceal your identity by hiding your face, not using your voice, not using your real

name, or not revealing specific details of your story (e.g. dates, locations). Please contact [hello@greataussiehike.com.au](mailto:hello@greataussiehike.com.au) if you wish us to do this, prior to the Team Challenge.

### **Program partners**

55. We do not sponsor, endorse, adopt, confirm, guarantee or approve the content or representations made by our Program Partners. This is despite us including our Program Partners in advertising or providing links to their websites or other applications on our website <https://www.greataussiehike.com.au/>. We are not liable for, and make no representations about the accuracy or suitability of the services provided by our Program Partners.