

## 2021 HBF Fitness Challenge for Telethon Terms and Conditions for Participants

1. These Terms and Conditions for Participants (**Terms and Conditions**) are binding on You and govern the terms of Your participation in the event known as the 2021 HBF Fitness Challenge for Telethon (**Challenge**).
2. In these Terms and Conditions, “You” means the person named on the registration form for the Challenge as an event participant. Where You are under 18 years of age, You also jointly refers to the parent or guardian who ticked the box marked “I accept the 2021 HBF Fitness Challenge for Telethon Terms and Conditions for Participants and included Privacy Statement on behalf of my child”.
3. By ticking the box marked “I have read, understand and agree to the 2021 HBF Fitness Challenge for Telethon Terms and Conditions for Participants and included Privacy Statement”, You warrant and represent to the organiser that:
  - a. if the box marked “I accept the 2021 HBF Fitness Challenge for Telethon Terms & Conditions for Participants and included Privacy Statement on behalf of my child” has been ticked, You accept the Terms and Conditions as the parent or guardian of the named participant;
  - b. if the box marked “I accept the 2021 HBF Fitness Challenge for Telethon Terms and Conditions for Participants and included Privacy Statement on behalf of my child” has not been ticked, You are the named participant in the Challenge and You will be 18 years of age or older on the day of the Challenge; and
  - c. You have read and understood these Terms and Conditions and consent to the Privacy Statement below.
4. You acknowledge and agree that:
  - a. Fuller Fitness Subiaco Pty Ltd ACN 604 336 129 (**Fuller Fitness**) is the organiser of the Challenge and the recipient of all personal information You provide in connection with the Challenge;
  - b. Channel 7 Telethon Trust ABN 65 069 482 829 (**Telethon**) will be the recipient of all donations provided by participants in the Challenge and has approved the Telethon name and logo being used in conjunction with the Challenge. It has not otherwise been involved in organising the Challenge; and
  - c. HBF Health Limited ABN 11 126 884 786 (**HBF**) has consented to HBF and the HBF logo being used in conjunction with the Challenge. It has not otherwise been involved in organising the Challenge.
5. To the extent permitted by law:
  - a. You release any person, entity or body directly or indirectly associated with the Challenge (the **Indemnified Persons**) from all or any claims, demands, proceedings, action, suit, damage, penalty, cost or expense however arising including but not limited to negligence (**Claims**) that You have or may have had but for this release arising out of or connected with your participation in the Challenge; and
  - b. You indemnify the Indemnified Persons and will keep the Indemnified Persons indemnified in respect of any Claims by any person including another

participant in the Challenge arising out of or connected with your participation in the Challenge.

This release and indemnity continues indefinitely and binds each of your heirs, successors, executors, administrators, personal representatives and assigns.

6. You are participating in the Challenge at your own risk and:
  - a. You acknowledge that participating in the Challenge may involve a real risk of physical or mental injury (including aggravation, acceleration or recurrence of such an injury) or death from various causes including but not limited to overexertion, heart attack, dehydration, or accidents; and
  - b. You agree to only participate in the Challenge if you are fit to do so on the day of the Challenge. You are responsible for ensuring that You are adequately and appropriately prepared both physically and mentally to compete safely in the Challenge. If You have any health issues or doubts prior to the Challenge, You should immediately seek appropriate medical advice and you may not participate in the Challenge until you have sought such advice.
7. You consent to receiving any medical treatment that the event organisers or their authorised representatives consider appropriate during or after the Challenge.
8. You are responsible for any travel and medical insurance and for payment and/or reimbursement of medical or surgical expenses incurred by You as a result of your participation in the Challenge.
9. You acknowledge that You have sole responsibility for your personal possessions and athletic equipment prior to, during and after the Challenge and related activities.
10. You give permission, for no fee or remuneration, for the use of your name, statements, voice or picture in any form of media in any context relating to the Challenge or otherwise during or after the Challenge.
11. You will be permitted to participate in the Challenge on the condition that You comply with the Terms and Conditions and any reasonable direction issued by the Challenge organisers or their representatives.
12. You acknowledge and accept that:
  - a. minimum fundraising targets apply to the Challenge, and You agree to use reasonable endeavours to meet the applicable minimum fundraising targets for your entry as advertised in connection with the Challenge; and
  - b. all fundraising or sponsorship funds collected by You or on your behalf in connection with the Challenge must be remitted to Telethon at the conclusion of the Challenge without unreasonable delay.
13. You must not use, copy or reproduce any logo, graphic, trade mark or any other material owned or used by Fuller Fitness, HBF or Telethon without the prior written consent of the applicable party.
14. You accept the organiser reserves the right to cancel or vary the Challenge and refuse attendance at or participation in the Challenge for any reason.
15. To the maximum extent permitted by law, unless expressly provided in these Terms and Conditions, all implied terms, conditions, warranties and any other additional obligations are excluded from these Terms and Conditions. If any legislation implies into these Terms and Conditions any term, condition, warranty or additional obligation that cannot be lawfully excluded, then that term, condition, warranty or additional obligation will be included in these Terms and Conditions only to the extent required by the relevant legislation, but each party's liability in respect of any breach

of that term, condition, warranty or additional obligation will be limited to the maximum extent (if any) permitted by that legislation.

16. These Terms and Conditions are governed by the laws of Western Australia.
17. If a provision of these Terms and Conditions is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms and Conditions without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms and Conditions.

### **Privacy Statement**

The personal information collected by Fuller Fitness in connection with the Challenge will be securely stored by Fuller Fitness, not by HBF, and will only be disclosed to medical staff in the event of a need to deliver medical services in connection with the Challenge. All personal information collected about You in connection with the Challenge will be used for the administration and conduct of the Challenge.

If You do not wish to provide personal information, which is required, you may not be able to be properly registered for the Challenge.

HBF will not be collecting any personal information from You in connection with the Challenge.