

# Eureka Stair Climb 2018 Participation Agreements - Terms & Conditions

EUREKA STAIR CLIMB 2018 (“THE EVENT”)

## PARTICIPANT AGREEMENT - TERMS & CONDITIONS

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 the Eureka Stair Climb (“the Event”), and agree to be bound by these terms and conditions.

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.

## PART A – RISK & RESPONSIBILITY

1. You understand that the Event is a stair climb within the Eureka Tower building (“Venue”) which comprises 1642 stairs, which is owned by the Eureka Tower Owners Corporation (“ETOC”).
2. 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 accepting those risks.
3. You will use your best efforts to avoid or minimise the risks to yourself and others associated with participating in the Event.
4. You consent to receiving any medical treatment deemed necessary by The Foundation in the event of illness or injury during the Event and you accept all responsibility for the cost of any such medical treatment.
5. You confirm that you are suitably fit and healthy to participate in the Event and that you are not suffering from any condition that would prevent you from participating.
6. You acknowledge that you have voluntarily accepted the risks of participating in the Event, and you agree not to make any claims against The Foundation or ETOC. You hereby release The Foundation and ETOC (and their directors, officers, employees, representatives, volunteers, sponsors, contractors and subcontractors) (individually and together the “Those Released”) from any claims, liabilities, losses, damages, costs and expenses made against, or suffered or incurred by the Those Released however caused arising as a result of or in connection with your participation in the Event.
7. 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. You acknowledge and consent to The Foundation disclosing your information to third parties connected with the Event such as Event management personnel and technical services, only for the purpose of the provision of services related to the Event.
8. You agree to The Foundation conducting any security checks reasonably necessary prior to the commencement of the Event.
9. You accept responsibility for reading and understanding the Terms and Conditions and any rules and regulations of the Eureka Tower as notified to you.

10. You agree to abide by any instructions or directions given to you by any of the Event organisers, officials, volunteers or Eureka Tower personnel.
11. You acknowledge that Event personnel have the authority to direct you to remove yourself from the Event should they deem it necessary for your safety or the safety of others, and you agree to respect any such direction.
12. You accept full responsibility for any property you bring to the Event and release Those Released from any liability for any loss or damage to any such property.
13. Whilst The Foundation will be providing water stations at various points of the stair climb, it is entirely your responsibility to remain hydrated throughout the Event.
14. You agree that if you are the parent or guardian of a participant under the age of 18, you must accompany participant under the age of 18 for the duration of the event.

## PART B – FUNDRAISING

15. You understand that prior to the Event you must raise a minimum of \$50 (or \$250 total as part of a Corporate Challenge team) to be eligible to participate in the Event.
16. All fundraising conducted for this Event comes under The Foundation's authority to fundraise in Victoria and you agree to be bound by the relevant state fundraising legislation and abide by The Foundation's as outlined on the website.
17. You understand that the registration fee for the Event does not form part of the fundraising amount and is non-refundable and non-tax deductible.

## PART C – MEDIA & PUBLICATION

18. You agree not to use the intellectual property of The Foundation or Eureka Stair Climb, including but not limited to logos and trademarks, except with the prior written consent of the relevant owner of the intellectual property.
19. 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.
20. 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 the web-site.

## PART D – CHANGES & CANCELLATION

21. You understand and acknowledge that The Foundation may be required to change the format or other logistical elements of the Event if the Venue, police or other relevant authority directs it to do so, or if The Foundation deems that for reasons of safety the Event should be so changed.
22. You agree that if The Foundation cancels the Event due to circumstances beyond its control, including but not limited to storms high winds, or unavailability of the Venue for whatever reason, your registration fee will not be refunded to you.
23. You understand that The Foundation reserves the right to refuse a potential participant's registration or cancel a participant's registration for any reason whatsoever. Such reasons may include not following reasonable direction of Event officials or not abiding by the Event

24. You understand that if you withdraw from the Event at any time including on the day of the Event, no refund of your registration fee is available except in limited circumstances approved by The Foundation. In this case, an administration fee of \$20 will be deducted from any refund.
25. You understand that no team is to have less than four (4) members to be eligible for any team prizes on the day.
26. You understand that you may transfer your registration to another person at any time prior to the Event day. All financial arrangements related to such transfer are to be managed solely by you and the person to whom you are transferring the registration. You agree to advise The Foundation of the details of any transfer of registration as soon as possible. Guidelines on transfer of registrations can be found on the Event Info page.

## PART E – CORPORATE CHALLENGE TEAMS

27. When registering as a Corporate Challenge team you understand that you must have a minimum of four (4) members, one of whom to be nominated as team captain who will receive all relevant correspondence related to your team's participation in the Event.
28. Each Corporate Challenge team member must complete an individual registration form ensuring that these terms and conditions are read and accepted.
29. Changes to team members can be made by emailing the new details to The Foundation, or on the Event day at the registration desk.
30. There is no maximum number of participants for a Corporate Challenge Team.
31. The top Corporate Challenge Team fundraising prizes will be the average amount raised per team member - i.e. should a team with 5 participants raise \$5,000, the fundraising tally will be \$1,000 per person.
32. The fastest Corporate Challenge Team prizes will be determined by the average time achieved by the team i.e. the total time taken to climb, divided by the number of team members.
33. You warrant that you have been authorised by the company you represent to participate in the Event on their behalf.