

## **Quick as Thieves Community Run - Terms & Conditions & Participant Waiver**

By registering for the Quick as Thieves Run ("Event") the participant or the parent/guardian of a participant under 18 ("you/yours"), acknowledge and agree that they are entering into an agreement with the organiser, Thick as Thieves Pty Ltd (ABN 78 138 195 463) ("Organiser") and the charity beneficiary, The Fred Hollows Foundation (ACN 070 556 642) ("The Foundation"), of Quick as Thieves Run ("Event"), and agree to be bound by these Terms and Conditions.

Quick as Thieves Run involves running one of four different events of between 10km and 100km within 12 hours and includes a mandatory fundraising component to help fight avoidable blindness supporting the work of The Fred Hollows Foundation.

Participants may want to seek professional advice from a medical practitioner before signing up and participant in this running challenge.

Any participant under the age of 18 (youth participant) must have a parent/guardian registered for the event and be accompanied by the parent/guardian during the duration of their event.

Note: Children under 16 years of age are not permitted to participate in the Event, however, are free to register to fundraise for The Foundation. Children under 8 years of age are not allowed to fundraise.

### **A) Entry Fee and Fundraising**

- There is no entry fee to participate in Quick as Thieves at this stage. While the event is organised by volunteers, there is still a substantial cost per participant, including insurance, logistics, signage, bibs, first aid, medals, T-shirts, to name a few. Most of these costs must be paid up front months in advance. The organiser tries every year to cover these expenses by recruiting generous sponsors supporting the cause and event. We encourage you to support our events sponsors wherever possible.
- While Quick as Thieves is a physical challenge it is more importantly a fundraising event. We count on your commitment that by signing up for this free event, you endeavour to reach our minimum fundraising target of \$1,000 per participant, to help restore sight to needlessly blind people.
- All fundraising conducted for this Event comes under The Fred Hollows 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 guidelines on fundraising as outlined on the website.
- You understand that the funds raised are non-refundable in case of a participant pulling out of the Event.

### **B) Cancellation or Postponement**

- You understand and acknowledge that the organiser of the Event 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 organiser deems that for reasons of safety the Event should be so changed.
- You understand that the Organiser or 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 Fundraising guidelines as outlined on this website.
- You understand that you may NOT give your participant bib to another walker, without informing the Organiser. This is particularly important due to emergency contact and medical history information that could affect any required treatment and for the safety of all other participants. Should someone other than the registered runners wear their allocated bib, that participant will forfeit any claim to insurance cover and prizes.

### C) Weather

The weather in May in Melbourne can be mild and sunny, but you can tell that winter is on its way. Average daytime temperature of 12 - 16°C. You can expect cold wind and rainy days in May, when temperatures can drop below 10 degrees in the mornings. Average sunshine hours 4 hrs with about 10 hours of daylight and average rainfall of up to 15 days in May.

Sunrise/Sunset: Sat, 11 May - Sunrise: 07:10am and Sunset: 17:20pm

We advise every participant to bring a hat, sunscreen, sunglasses as well as consider wet weather gear and warm clothing should the forecast be for rain and cold. We also highly recommend to bring a spare set of warm clothing for the finish line to keep warm and dry after the run.

### E) Risk & Responsibility

- The Participant acknowledges and agrees that distance running can be dangerous and that they participate in the Event at their own risk. The risks associated with participating in Quick as Thieves 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.
- 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.
- 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.
- 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 prior or during the Event, the Participant becomes ill or is injured, the Participant warrants that they will cease participation in the Event and they will seek immediately the advice of a medical professional.
- Participants consent to receiving any medical treatment deemed necessary by the Organiser in the event of illness or injury during the Event and accept the responsibility for the cost of any such medical treatment.
- You acknowledge the 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.
- You agree to abide by any instructions or directions given to you by any of the Event organisers, officials, volunteers or The Foundation's personnel.
- 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.
- Whilst Thick as Thieves and The Foundation may provide water station at various points of the Event, it is entirely your responsibility to remain hydrated throughout the Event using a hydration pack or carrying a water bottle.
- You will use your best efforts to avoid or minimise the risks to yourself when participating in the Event and you will practise social distancing during the entire length of the Event
- You agree to Thick as Thieves or The Foundation collecting, storing and processing your information for the purpose of conducting the Event, and providing you with other information related to The Event. You consent to the Organiser or 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.

- You agree to the Organiser or The Foundation conduct any security and medical checks reasonably necessary prior to the commencement of the Event.
- 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.

## **F) Conservation**

- Thick as Thieves and The Fred Hollows Foundation support the conservation of our coastline and parks. Please DO NOT walk on sand dunes or vegetation unless it is part of the marked route. The entire route of Quick as Thieves Run is on public land with the vast majority on well-maintained and well-marked pavement or cycling path.
- We try to keep (or make) The Quick as Thieves Run a sustainable, no-cup event and we appreciate any participant, who proactively is carrying their own hydration pack, water bottle or cup for the duration of their run – reducing waste and plastic is a good thing 😊
- All participants must agree to the 'Leave NO Trace' principle and agree to carrying all rubbish out with them or disposing of their rubbish at an appropriate recycling or rubbish bin.
- The Organiser and The Foundation acknowledges and respects the traditional custodians of the lands on which we live, learn, work and walk.

## **G) Registration**

- Register online until close of registration. There may be limited registration possible on event day, subject to available entry spots.
- All participants must be 16 years old or over on event day.
- A team captain is able to register a team and nominate other team members.
- ALL participants MUST have accepted this Terms & Condition (T&C) and Waiver at time of registration.
- Any participant who is under the age of 18, must at all times be accompanied by their parent or guardian. In the event that a participant under 18 years of age is not accompanied by a guardian, the Organiser reserves the right to refuse entry or ask them to leave the course and withdraw from the Event.
- The parent or guardian of a participant under the age of 18 signs accepts these terms and conditions and agrees to them on behalf of the child and all references to 'I' and 'me' refer to the child and their parent or guardian. I hereby waive, release and discharge (to the extent of the law) each and every claim for which I or the underage participant may have as a result of death, injury, damage or loss of any description which is sustained as a result of his/her participation in the event. This release continues forever and binds the participant/s heirs, executors, representatives and assigns and may be pleaded as a bar to any action, claim, demand or suit or legal proceedings.
- By accepting this T&C and waiver, participants and their parent or guardian acknowledge that the event may involve underage participants and warrant they are not a person recorded on the Australian Child Offender Register.

## **H) Event**

- Quick as Thieves Run offers four (4) different events – 10km, 21km, 42km and 100km runs, starting and finishing near Greenfields, Albert Park, start times between 3:00 am (TBC) & last start at 11:00 am. There will be intermediate check-points (drink stations) at intervals of approximately 2-3 km along the route.
- The Event time limit is 12 hours.
- Minor must be accompanied by their parent or guardian at all times. All participants are required to stay on the marked route. Any participants not following the route will not be included in the official results.
- Each participant will have to wear a bib with integrated timing chip. This chip will record the time of each participant. This is important information for the organisers to track your progress along the route. All participants must check-in and cross the timing strip at each Checkpoint to be eligible for official placing.

- All participants will have to show at the start that they have downloaded and activated the official government COVIDSafe app (if still appropriate at time of event)
- The event has a cut-off time of 15:00 (03:00pm) and if a participant fails to reach the finish by that time they will be asked to withdraw from the Event for safety reasons.
- We ask all participants to respect residential areas they pass through and keep noise level at a low level.
- You agree to the Organiser conducting any security checks reasonably necessary prior to the commencement of the Event.
- You accept responsibility for reading and understanding the Terms and Conditions and any rules and regulations of the Event as notified to you.
- You agree to abide by any instructions or directions given to you by any of the Event organisers, officials, volunteers or other event personnel.
- 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.
- 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.
- Whilst the organiser will be providing water at various points along the event route, it is entirely the participants responsibility to remain hydrated throughout the Event.
- You agree that if you are the parent or guardian of a participant under the age of 18, you must accompany/adequately supervise the participant under the age of 18 for the duration of the event.
- You agree to sign-in using the VIC Covid Safe QR Code on event day, prior the start, if applicable.

## **I) Routes**

- The course will be marked for Event Day as best as possible. It is worthwhile training on the route in advance if possible. The entire route is on suburban pathways. They are NOT remote and navigation is not difficult.
- All participants are required to stay within 200m of the marked and designate route during the entire event time.

## **J) Safety**

- If you are withdrawing from Event along the route other than at a Checkpoints you MUST contact the Organisers (contact number will be on your bib) immediately. Failure to do so means we will send out a search party for you, which could involve costs charged to you.
- If you get injured, wait for the next participant and/or Event First Aid Team to assist. If you have a non-urgent medical issue, please contact the First Aid Team (contact number will be on your bib) and they will assist.
- In case of an emergency (e.g. serious injury, breathing difficulty) you must call 000.
- All participants MUST wear the Event bibs, visible from the front, for the duration of the Event.
- You should also carry a fully charged mobile phone if possible
- PARTICIPANTS MUST RUN IN SINGLE FILE AND ALWAYS ON THE LEFT WHEN RUNNING ON SHARED PEDESTRIAN/BIKE PATH
- You MUST be able to carry a minimum of 200 ml of water with you at all the time. You may purchase refreshments en-route or refill your bottle at any Check-Point or public water fountains along the course.
- We recommend that all participants have Ambulance Cover and Personal Accident Insurance to cover any unforeseen personal costs you may incur. The organiser and The Foundation have public liability insurance cover for the Event, which does NOT include Personal Accident Insurance for entrants.
- You understand and accept that the medical history and personal information collected as part of the registration process for this event will be collected, stored securely and will be made available to the event medical and first aid staff. It will only be used to help event staff look after

you if you need help and care. If you are evacuated from the Event by Emergency Services a copy of your background information plus any new data entered by Event staff will be supplied to the Emergency Services staff to enable your continued care. The parent or guardian of a participant under 18 years gives consent for each participant's data to be collected, stored and shared per the above statement.

- If the event organisers, deem the course unsafe (for example by reason of heavy rain, high winds, 'acts of god', Government intervention) we may, at our sole discretion, re-route the course, find an alternative shortened course or cancel the event.
- While every effort has been made to make Quick as Thieves Run safe for participants on or near roads, all normal pedestrian road rules apply. Please use your common sense and always use a footpath if one is available.

## K) Fundraising

- You understand that by registering for this free entry Event, you pledge to raise a minimum of \$1,000 in support of The Fred Hollows Foundation's work to end avoidable blindness.
- 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.
- Refunds of donations – The Foundation is happy to refund a donation made in error or transferred to the wrong participant. If you wish to request a refund, please contact The Foundation using the [Contact Us](#) section of the website.
- There is a minimum \$1,000 fundraising component for this entry free event. Mike Toner and the Organiser believe by signing up for this challenge, you are motivated to help The Fred Hollows Foundation's cause to restore sight to needlessly blind people.
- Our goal is to encourage and support you to raise enough money to restore sight to up to 40 blind people. As little as \$25 can help restore sight to one needlessly blind person and your support will help The Foundation to restore sight, train nurses and eye doctors and in the process change lives forever.

## L) Rewards

- Rewards will be offered to the Event participants for achieving and reaching various levels of fundraising goals. Details for these can be found on the Event website.
- Prizes will also be awarded to the fastest individual male and female participant across the finish line.
- Certificates of Achievement signed by Gabi Hollows AO will be emailed to all fundraisers post event.
- 'Timing strips' on the back of participant bib will determine finish times. The times will be available on event day and links to the official timing website will be available after the event. Organisers will not enter into disputes regarding official times recorded.
- Prize descriptions will be included on the Prizes Page of the website prior to the event. Prize winners will be notified on event day at the event ceremony and via email within one weeks of the event.

## M) Support Crew

- There is no requirement (or need) to have a support crew for this Event, however, should a participant call on crew to assist it is important that the runners stay within 200m of the designated route to receive support.
- Support crew must not transport runners along the route during the event, especially in a medical emergency. It is recommended that Support Crew meet the runner at or near-by the designated checkpoints along the route.
- Support Crew must comply with all instructions from event personal however event organisers are not responsible for the safety or whereabouts of Support Crew. Support Crew must obey all traffic rules and drive within the speed limits.

- You also acknowledge that you are responsible for all your personal possessions and equipment during the Event.

#### **N) Media & Publication**

- You agree not to use the intellectual property of Thick as Thieves, Quick as Thieves or The Fred Hollows Foundation, including but not limited to logos and trademarks, except with the prior written consent of the relevant owner of the intellectual property.
- You give permission for the Organiser and 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.
- You acknowledge that the Organiser and The Foundation takes the protection of your privacy seriously and that you have a right to request the Organiser and 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 Organiser's and The Foundation's privacy policy as outlined on this website.

#### **O) Content & Data**

- The Organiser and The Foundation do 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 Organiser and The 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 Quick as Thieves event.
- 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).
- The Organiser or 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.

#### **P) Waiver, Release, Indemnity & Liability Exclusions**

- The Participant fully releases the Organiser, Thick as Thieves, The Fred Hollows Foundation and all 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.
- You acknowledge that the Event is a 'recreational service' as defined in the Competition and Consumer Act 2010 and any liability of the Organiser and The Foundation arising out of the failure by the Organiser or The Foundation, its employees or volunteers to comply with any consumer guarantees under the Act is excluded to the maximum extent permitted by that Act.
- By registering for the Event, you acknowledge that you have read and understood the Quick as Thieves Terms & Conditions and you further acknowledge that you are of lawful age and legally competent to acknowledge and sign this Waiver agreement.

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>