PARTICIPANT TERMS AND CONDITIONS

Definitions

"Event" means The Budgie Bolt fun run, to be held on Sunday 16 May 2027, or if postponed, on any subsequent date.

"Event Organiser" means Youngcare Ltd (ABN 17 113 923 032) 76 Ernest Street, South Brisbane, Queensland, 4101, its directors, officers, agents, employees, and all other staff.

"Associates" includes, but is not limited to event sponsors; event volunteers; the owners, licensees and occupiers of land upon which any part of the Event is conducted; any statutory or local authority having control over any land upon which any part of the Event is conducted; and in relation to any of the above their related bodies corporate, directors, officers, employees, agents and contractors, and further includes any other party involved in the organisation, staging or running of the Event.

"Entrant" means the individual registering to participate in the Event.

"Terms" means the terms and conditions outlined in this document.

1. The following are the Terms for the Event as executed by the Event Organiser. By entering the Event the Entrant acknowledges their acceptance of these Terms and accepts that this is a legal document which affects their rights. For an Entrant who is under the age of 18 years, that Entrant's parent or legal guardian must accept these Terms for and on behalf of the Entrant.

2. The Entrant understands the physical nature of the Event and understands that participation in the Event has inherent risks, including but not limited to dehydration, overexertion, equipment failure, serious accidents and course and weather conditions. The Entrant accepts all risks associated with participating in the Event including exposure to risks of personal injury, death and/or property damage/property loss, and acknowledges that under the Civil Liability Act 2003 (Qld) the Event Organiser and any Associates will not be liable for any harm suffered by the entrant due to the materialisation of an obvious risk to their participation in a dangerous recreational activity.

3. The Entrant confirms that at the time of the Event they will be medically and physically fit and unaware of any medical condition or impairment which may pose a risk of personal injury, death and/or property damage to them or any other person participating in the Event.

4. The Entrant acknowledges that while water stations will be provided by the Event Organiser at predetermined positions throughout the Event, it is the Entrants responsibility to ensure they are appropriately hydrated while participating in the Event.

5. The Entrant consents to any medical treatment including but not limited to CPR, AED and ambulance transportation that first aid officers, emergency medical personnel and/or appropriate representatives of the Event Organiser think necessary or desirable during or after the Event. In the event of an emergency, the Entrant consents to their personal details being shared with appropriate parties and the Event Organiser is

permitted to contact the Entrant or their Emergency Contact as identified in the registration form, during or after the Event, as they consider necessary or desirable.

6. The Entrant acknowledges that they are participating in the Event at their own risk and releases and indemnifies to the fullest extent permitted by the law, all parties involved in the Event including but not limited to the Event Organiser and all Associates, against all claims, loss (including consequential loss) and/or costs (including legal costs), whether or not legal proceedings are instituted, irrespective of the means/manner and/or nature of any settlement or determination arising directly and/or indirectly out of, and/or in connection with, the Entrants participation in the Event, including any Event competitions and/or prize draws.

7. The Entrant hereby releases from and indemnifies the Event Organiser and its Associates against all liability, claims and proceedings for any death, injury, or disease the Entrant may suffer arising out of their participation in the Event, including arising out of the Event Organiser or its Associates' negligence. The Event Organiser holds the benefit of this clause for itself and on trust for each other Associate.

8. The Entrant accepts all risk and any loss, damage to property or personal injury arising out of fundraising activities undertaken in conjunction with the Event, and confirm that such activities will be conducted in accordance with relevant Queensland government legislation relating to charity fundraising and where applicable, the obligations of liquor licensees in Queensland.

9. Where a Virtual Event participation option is undertaken by an Entrant, that Entrant agrees that they will participate in that Virtual Event at their own risk, in a time and manner chosen by the Entrant.

10. Any Entrant utilising a wheelchair, stroller or similar device must ensure that device meets Australian Safety Standards and has appropriate safety restraints.

11. The Entrant acknowledges that their registration is non-transferable and only valid for the individual whose personal details are registered with the Event Organiser. The Entrant accepts that any applicable insurances put in place by the Event Organiser will not extend to cover any individual falsely represented as a registered participant and that furthermore, the Entrant will be disqualified from the Event in these circumstances, where the misrepresentation was made to the Entrant's knowledge.

12. The Entrant accepts that the entry fee is non-refundable if the Event is cancelled due to reasons beyond the Event Organisers reasonable control including due to weather or safety concerns, or if the Entrant does not compete for any reason.

13. The Entrant acknowledges that no refund will be provided on merchandise items for change of mind and that items can be exchanged for correct sizing subject to stock availability.

14. The Entrant accepts that the Event Organiser reserves the right to change the event format, course, or other Event conditions at its discretion.

15. The Entrant acknowledges and accepts that the Event Organiser reserves the right to postpone or cancel the Event for any reason deemed necessary and desirable by the Event Organiser. In the event of postponement, all entries and associated fees will be transferred to a new event date that is deemed appropriate by the Event Organiser.

16. The Entrant acknowledges that any postponement or cancellation of the Event will be communicated via text message and/or email, via the contact details provided by the Entrant on registration, and via the Event Organisers social media channels.

17. If the Event is cancelled due to government imposed COVID-19 restrictions, the Event will transfer to an entirely Virtual Event with all entries and fees transferred to the virtual event. In this scenario, the Entrant acknowledges that they may request a refund of the entry fee, less applicable delivery, and administrative fees, by the deadline time and date provided by the Event Organiser, with the process for a request for refund detailed in an email to be sent to the email address provided by the entrant upon registration to the Event. Any request for refunds made after that deadline time and date will not be processed.

18. The Entrant will comply with all safety protocols, Commonwealth and State health directions at the Event, including those relating to COVID-19, as communicated by any means and at any time by the Event Organiser and its Associates.

19. The Entrant accepts that the Event Organiser may refuse their access to the Event, or request they leave the Event and/or Event location including the course route, should the Entrant fail to comply with any safety protocols and directions, as referred to in Clause 21.

20. The Entrant agrees to abide by the Event rules and conditions, all traffic rules, and all directions of officials of the Event Organiser and its Associates on the day of the Event. The Event Organiser reserves the right to immediately halt any Entrant's participation in the Event at any time they deem it necessary to protect the safety or participation of competitors, spectators, and personnel.

21. The Event will be a photographed and recorded event and the Entrant consents to their image, vision, voice, and name being captured and used for any broadcast for marketing and media purposes or otherwise, without the Entrant being notified or compensated in any way. The Entrant further acknowledges that any photographs and electronic images taken by or on behalf of the Event Organiser are owned by The Event Organiser. The Event Organiser is not responsible for photographs, electronic images or other recordings taken by a person who is not an official representative of the Event Organiser.

22. The Entrant agrees to the Event Organiser collecting their personal information including that provided on registration, and storing that personal information in a database which will be used for administration of the event, processing entries, providing services to Entrants, providing Entrants with information about other services the Event Organiser offers that may be of interest to the Entrant, facilitating the Event Organiser's internal business operations, including the fulfillment of any legal or governmental requirements, analysing the Event Organiser's services and customer needs with a view to developing new and/or improved services, or any other secondary purpose. The Entrant may notify the Event Organiser that they do not want their personal information used for secondary purposes by contacting the Event Organiser on the email address events@youngcare.com.au or by telephone on (07) 3041 3400.

23. Upon registration and payment for participation in the Event, the Entrant will automatically have a charity page created for them on the fundraising platform Funraisin.com, to facilitate further fundraising by the Entrant. The Entrant grants the Event Organiser permission to transfer their name, email address, and phone number to

the Funraisin - The Budgie Bolt platform for this purpose.

24. The Entrant accepts full responsibility for the security of their personal possessions at the Event and related activities. The Event Organiser is not liable for damaged or lost/stolen goods.

25. The Entrant acknowledges that alcohol may be served at a licensed venue as part of the Event and that the Event Organiser supports the responsible service of alcohol. The Entrant agrees to take full responsibility for any decision to consume alcohol at any time and agrees that it is a condition of participation that anyone under 18 years of age must not consume any alcohol at, during or after the Event. The venue and Event Organiser reserves the right to check the identification of any person who wishes to purchase alcoholic beverages. Anyone behaving inappropriately or in a manner such as to cause disturbance or annoyance to other guests or participants may be asked to leave and will be ejected from the premises if they refuse to do so.

26. The Entrant certifies that they are 18 years of age or older and accepts these terms freely and voluntarily. Where the Entrant is under 18 years of age, a parent or guardian accepts and agrees to these terms for their child/children/subjects, and that parent or guardian remains responsible for the health, safety, and wellbeing of the child/children/subjects at the Event, at all times.

27. These Terms shall be interpreted, and the rights of the parties determined, under the law of Queensland. The Queensland Courts shall have exclusive jurisdiction for any dispute arising under or relating to these Terms.