

TERMS AND CONDITIONS

Definitions

- **“Event”** means the *Budgie Bolt Fun Run*, to be held on Sunday 17 May 2026, or if postponed, on any subsequent date.
- **“Event Organiser”** means **Youngcare Ltd** (ABN 17 113 923 032), 76 Ernest Street, South Brisbane, Queensland 4000, including its directors, officers, agents, employees, and all other staff.
- **“Associates”** includes, but is not limited to:
 - event sponsors and volunteers;
 - owners, licensees, and occupiers of land on which any part of the Event is conducted;
 - statutory or local authorities with control over Event land; and
 - related bodies corporate, directors, officers, employees, agents, contractors, and 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.

Event Terms and Conditions

1. These Terms govern participation in the Event. By entering the Event, the Entrant acknowledges acceptance of these Terms and agrees that they form a legally binding document affecting their rights. Entrants under 18 years of age must have these Terms accepted by a parent or legal guardian on their behalf.
2. The Entrant understands the physical nature of the Event and acknowledges the inherent risks, including but not limited to dehydration, overexertion, equipment failure, serious accidents, and course and weather conditions. The

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Entrant accepts all associated risks, including personal injury, death, and/or property loss or damage. Under the *Civil Liability Act 2003 (Qld)*, the Event Organiser and Associates are not liable for harm suffered due to the materialisation of an obvious risk in a dangerous recreational activity.

3. The Entrant confirms that they will be medically and physically fit on the day of the Event and are not aware of any medical condition or impairment that may cause harm to themselves or others.
4. While water stations will be provided at predetermined locations, the Entrant is responsible for ensuring adequate hydration throughout the Event.
5. The Entrant consents to any medical treatment deemed necessary or desirable by first aid officers, emergency personnel, or representatives of the Event Organiser, including CPR, AED use, and ambulance transportation. The Entrant also consents to the sharing of personal information with appropriate parties in an emergency and authorises the Event Organiser to contact the Entrant or their nominated Emergency Contact.
6. Participation in the Event is at the Entrant's own risk. To the fullest extent permitted by law, the Entrant releases and indemnifies the Event Organiser and Associates from all claims, losses (including consequential loss), and costs (including legal costs) arising directly or indirectly from participation in the Event, including competitions and prize draws.
7. The Entrant releases and indemnifies the Event Organiser and its Associates from all liability, claims, and proceedings for death, injury, or disease suffered as a result of participation in the Event, including liability arising from negligence. This clause benefits the Event Organiser and each Associate.
8. The Entrant accepts all risks associated with fundraising activities undertaken in conjunction with the Event and confirms compliance with relevant Queensland charity fundraising legislation and liquor licensing obligations where applicable.
9. Entrants participating in a Virtual Event do so at their own risk, at a time and in a manner chosen by the Entrant.

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10. Any Entrant using a wheelchair, stroller, or similar device must ensure the device meets Australian Safety Standards and includes appropriate safety restraints.
11. Event registrations are non-transferable and valid only for the registered individual. Insurance coverage arranged by the Event Organiser does not extend to unregistered participants, and misrepresentation may result in disqualification.
12. Entry fees are non-refundable if the Event is cancelled due to circumstances beyond the Event Organiser's reasonable control (including weather or safety concerns), or if the Entrant does not compete for any reason.
13. Merchandise purchases are non-refundable for change of mind. Size exchanges may be offered subject to stock availability.
14. The Event Organiser reserves the right to change the Event format, course, or other conditions at its discretion.
15. The Event Organiser may postpone or cancel the Event for any reason deemed necessary. In the event of postponement, all entries and fees will be transferred to a new date determined by the Event Organiser.
16. Notification of postponement or cancellation will be communicated via email and/or text message using the Entrant's registration details and via the Event Organiser's social media channels.
17. If the Event is cancelled due to government-imposed COVID-19 restrictions, it will transfer to a fully Virtual Event. Entrants may request a refund of the entry fee (less delivery and administrative fees) by the specified deadline set by the Event Organiser. Requests received after the deadline will not be processed.
18. Entrants agree not to attend the Event if they:
 - exhibit COVID-19 symptoms on the day of the Event or within 7 days prior;
 - test positive for COVID-19;

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- have been in contact with a COVID-19 positive person within 7 days prior; or
 - are subject to isolation or quarantine directions.
19. Entrants agree to notify the Event Organiser if they develop COVID-19 symptoms during or within 7 days after the Event by emailing **events@youngcare.com.au** or calling **(07) 3041 3400**.
20. Entrants acknowledge that participation may expose them to COVID-19, which may result in illness, injury, permanent disability, or death.
21. Entrants must comply with all safety protocols and directions, including COVID-19 measures, as communicated by the Event Organiser and Associates.
22. The Event Organiser may refuse entry or request an Entrant to leave if they fail to comply with safety protocols or directions.
23. Entrants must follow Event rules, traffic regulations, and directions from officials. The Event Organiser may halt an Entrant's participation at any time to protect safety.
24. Photographs and videos may be taken at the Event and used to promote Youngcare's mission across various media channels. Participants may opt out of photography by notifying **events@youngcare.com.au** and advising photographers on the day. Requests to view or delete images can be made via the same email address.
25. The Entrant consents to the collection, storage, and use of personal information for Event administration, communication, service delivery, legal compliance, business operations, and service improvement. Entrants may opt out of secondary use by contacting the Event Organiser.
26. Upon registration, a fundraising page will be automatically created on **Funraisin.com**. The Entrant consents to the transfer of their name, email address, and phone number to facilitate fundraising.
27. The Entrant is responsible for the security of personal belongings. The Event Organiser is not liable for loss or damage.

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28. Alcohol may be served at licensed venues. The Event Organiser supports responsible service of alcohol. Individuals under 18 must not consume alcohol. Identification may be required, and inappropriate behaviour may result in removal from the venue.
29. Entry fees are **\$30 for adults** and **\$15 for children (5–16 years)**.
30. Entrants confirm that they are at least 18 years of age, or that a parent or guardian accepts these Terms on behalf of minors and remains responsible for their health and safety throughout the Event.
31. These Terms are governed by the laws of Queensland. The courts of Queensland have exclusive jurisdiction over any disputes arising from these Terms.

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