Run for Research 2025

Terms & Conditions

1. Introduction and acceptance of terms

- Your participation in Run for Research (the Event) is governed by these Terms & Conditions (Terms).
- 2. Any reference to "us", "we" or "the Perkins" means Harry Perkins Institute of Medical Research, ABN 16 823 190 402.
- 3. We may change these Terms at any time without notice. You are responsible for keeping yourself up to date with any changes, which will be reflected on this page.

2. Registering for the Event

2.1 Registration

- 1. To register and participate in the Event, you must live in Australia.
- 2. You must register online at www.runforresearch.org.au to participate. The Run for Research website is a third-party website hosted by Raisely. Your use of the Run for Research website will be subject to, and any information you provide, will be governe1d by, the terms of use of Raisely, including those relating to confidentiality, data privacy and security, as well as our Privacy Policy.
- 3. If you are under 18, your registration and participation is subject to parental or guardian consent (see below).

2.2 Are you under 18?

- 1. If you are under 18 ("child" for the purpose of these Terms), please make sure that you check with a parent or guardian before registering for the Event or creating an Event fundraising page. Ask them to read these Terms.
- 2. If you are under 18, a parent or guardian must consent to you participating in the Event and accept these Terms.

2.3 Parent/guardians

- 1. Please carefully read these Terms. By you, or a child you are responsible for, registering for the Event, you agree to be bound by these Terms.
- 2. Parents or guardians will be solely responsible for their child's participation in the Event (refer in particular to the Participation in the Event section below).

3. Parents and guardians should speak with their child(ren) about safe internet use practices, including safe use of personal information to be uploaded to the Run for Research website. We recommend parents and guardians visit the <u>Office of the Children's eSafety Commissioner</u> website for information and tips for young children, teens and parents to be online safely.

3. Fundraising for the Event

3.1 Online Fundraising

- 1. Upon registration, participants will receive their own profile page on the Run for Research website to fundraise.
- 2. You promise that all information you provide will be true and that you will keep your details up to date.
- 3. You promise that you own or have permission to use and license any content that you post on your page, and promise that you will not:

a.use disrespectful or inappropriate language, such as language which is or involves swearing, profanity, bullying, racism, intimidation or hate speech, or

- b. publish, post, distribute or disseminate any material or information which;
- i. is false or misleading, defamatory, obscene, indecent or unlawful, or
- ii. violates the rights of another person (including their right to privacy), or discloses information which puts, or may put a person (including you) at risk, or
- c. upload or attach files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all consents from the owners of those rights, as required by law, or
- d. upload or attach files that contain viruses, or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer hardware or software, or
- e. upload, post or transmit any unsolicited advertisement or promotional material, or f. otherwise perform any act likely to upset, embarrass, alarm or annoy any other person.
 - 4. To the extent that you or other people are featured in the content you post, you confirm that neither you or they impose any limitation on the use or re-use of the content or any part based on the content containing their names, likeness, image, voice, appearance or performance and release us for all claims in that respect.
 - 5. You grant us a perpetual, royalty-free, world-wide, non-exclusive licence to use, reproduce, adapt, sub-license, modify and communicate the intellectual property rights in the content owned by you and posted on your page as part of the Run for Research event and for related marketing purposes.

- 6. We may, for any reason, without notice and in our sole discretion, suspend or remove content you post and/or seek to have your account closed.
- 7. We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise. Please let us know if you have any complaints or comments. Otherwise, these Terms of Use will be governed by and interpreted according to the laws of Western Australia, without giving effect to any principles of conflicts of laws and you agree to the exclusive jurisdiction of the courts of Western Australia to determine any dispute.

3.2 Staying safe online

- 1. Keep your username and password in a safe place.
- 2. Take care when promoting your fundraising page on Facebook, Twitter, Instagram, TikTok, YouTube and any other social media platform you may be using.
- While we will be monitoring and moderating content (comments, photos and text) on the Run for Research website and social media platforms, fundraisers must also monitor their pages for inappropriate content and remove such content.

4. Participation in the Event

- 1. We want you to be safe and not suffer any injury or loss by participating in the Event. In selecting an appropriate challenge (run, walk, etc.), consider factors such as your age, health and level of fitness. Also consider assessing the risks and only participate if the risks can be appropriately managed. Visit the <u>Safe Work Australia</u> website for information about how to undertake a risk assessment.
- 2. Parents and guardians should discuss with their child the most appropriate method of completing the Run for Research challenge regarding the matters referred to in the previous point.
- 3. The participant, and any relevant parent or guardian, give their acknowledgment and agreement that they have freely chosen to participate in Run for Research and that it would be unreasonable for us to be in any way responsible for your participation and, to the full extent permitted by law, you waive all of your legal rights of action against and fully release us for loss, damage, injury or death howsoever arising out of or in relation to participation in Run for Research including, without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty by us, our office bearers, directors, employees or agents.

- 4. You are not obliged to undertake the Event and, if you do so, you participate voluntarily of your own free will and at your own risk, having considered all risks and formed a full appreciation of the nature and extent of those risks.
- 5. You warrant you are free from any injury, medical condition, disability, disease or illness which may be aggravated by participation in the Event.
- 6. You understand that it is your responsibility to continuously monitor your own physical and mental condition for the Event and agree to withdraw immediately if at any point your continued participation could create a risk of danger to yourself or to others.

5. Other considerations

- 1. You agree to comply with all laws, rules and regulations that may apply to your participation in the Event.
- 2. Our Public Liability and other insurances do not extend to your participation in the Event, and therefore you are responsible for organising your own insurance if you consider it necessary.
- 3. To the extent that you comment on your participation in the Event in media, including social media, you acknowledge your comment is on your own behalf and you are not authorised to comment on behalf of us. Neither party shall act or attempt to act, or represent itself, directly or by implication, as agent for each other or in any manner assume or create any obligation on behalf of or in the name of the other party.

6. Your privacy

1. By accepting these Terms, you acknowledge that you have read and understood our <u>Privacy Policy</u> and consent to the management of your (or your child's) personal information, as described within the Terms.

7. Other questions?

1. If you have any other questions or concerns, please call our Community Fundraising Coordinator, John Springate by email.