Event Participation Terms and Conditions ("Terms and Conditions")

Thank you for applying to enter Cancer Council's 7 Bridges Walk 2026 (the **Event**). All references to the Event in these Terms and Conditions is a reference to all activities associated with the Event, whether held before, during or after the Event. By participating in the Event, you agree to do so at your own risk and subject to:

(a) Our Website Terms and Conditions (**https://www.cancercouncil.com.au/about-us/policies/website-terms-of-use/**);

(b) Our Privacy Policy and Privacy Collection Statement (**https://www.cancercouncil.com.au/about-us/policies/privacy/** and **https://www.cancercouncil.com.au/about-us/policies/privacy-collection-statement/**);

(c) The Fundraising Guidelines (**https://d3w4cvqc3v9lo8.cloudfront.net/93bf526c97f4f5bfd4cef93275045150.pdf**); and

(d) All information provided in your Electronic Welcome Pack and Authority to Fundraise.

If you are registering in the Event on behalf of somebody else, you undertake to inform them of these Terms and Conditions.

Cancer Council reserves the right, in its absolute discretion, to accept or refuse any application for entry into the Event and disqualify entries if it considers such action to be appropriate. Cancer Council also reserves the right to amend these Terms and Conditions from time to time, without notice.

Event Period & Event Website

1. The **Event Period** is the period in which any fundraising activity associated with the Event takes place, including participation in the Event itself.

2. Cancer Council have established the following website for the purposes of the Event: **https://www.7bridgeswalk.com.au/** (**Event Website**). The Website Terms and Conditions are applicable to the Event Website. By using the Event Website you acknowledge and agree to be bound by the Website Terms and Conditions.

3. When you register for the Event a unique fundraising page may be created for you. This may include your name in the URL such as doitforcancer.org.au/fundraisers/johndoe21/. This Website URL and any content you choose to upload will be publicly accessible to third party services, including search engines, and other tools used by Cancer Council NSW. Personal contact details and financial details will not be publicly visible.

Youth Participants

4. If you are under the age of 18 (**Youth Participant**), your parent or guardian (**Supervisor**) must accept these Terms and Conditions on your behalf.

5. If you are a Supervisor registering on behalf of a Youth Participant, you agree to these Terms and Conditions in your own right and on behalf of the Youth Participant. All references to "You" and "Your" will be taken to be a reference to both the Youth Participant and yourself.

6. Children under the age of 8 are not permitted to participate in the Event. For children aged 8 – 17 wishing to participate in the Event, they must:

(a) have the explicit consent of their Supervisor to participate at the time of registration;

(b) be accompanied by the Supervisor when undertaking any activities in pursuit of the Event;

(c) not participate in the Event:

(i) for more than 4 hours on a school day;

(ii) for more than 6 hours on a non-school day;

(iii) after 8:30pm on a non-school day when the following day is a school day;

(iv) for more than five days in a week;

(v) before 6.30am or sunrise, whichever is the later, if participating outdoors; and

(vi) after sunset or 6pm, whichever is the earlier, if participating outdoors.

7. The Supervisor must ensure that when engaging in an activity related to the Event:

(a) they maintain ongoing contact and proximity to the Youth Participant appropriate to the Youth Participant's age;

(b) the Youth Participant is provided with appropriate food and water or other nutritious drink;

(c) the Youth Participant is adequately clothed and protected for the weather conditions;

(d) the Youth Participant does not enter a private dwelling if soliciting door-to-door;

(e) the Youth Participant does not solicit from a person in a motor vehicle; and

(f) they accompany the Youth Participant home after the Event, unless the Youth Participant is more than 12 years of age.

Fundraising

8. By registering to participate in the Event, you agree that when fundraising for Cancer Council you will:

(a) comply with:

(i) all applicable national, state and territory laws or regulations relevant to the fundraising activity or event including but not limited to the *Charitable Fundraising Act 1991* (NSW) and the *Charitable Fundraising Regulation 2021* (NSW); and

(ii) all requirements of Cancer Council's fundraising license or authority to fundraise.

(b) obtain all appropriate permits, licences and insurances required for fundraising in the state or territory where the fundraising activity or Event is to be held;

(c) notify Cancer Council of any changes to your fundraising activity or Event in advance and only fundraise for the period of time authorised; and

(d) take full responsibility for all financial aspects of the fundraising and ensure that:

(i) you keep accurate financial records;

(ii) any money donated to you or raised by you will be used for the stated purpose for which it was raised and within any specified timeframe;

(iii) all funds raised by you are promptly received by Cancer Council within 28 days; and

(iv) your actions when fundraising align with Cancer Council's values and expectations.

9. You acknowledge and agree that:

   (a) there are separate laws and regulations that apply to raffles, auctions, trade promotions and food preparation which may apply depending on the nature of the Event; and

   (b) Cancer Council will not be liable to pay you or reimburse you for any expenses incurred by you for the purpose of the fundraising activity or Event.

Donations

10. Subject to your rights under the Australian Consumer Law, all donations or other contributions made to the Cancer Council are non-refundable. This includes donations or contributions made in connection with the Event, the purchase of any of our products or services and specific fundraising activities.

11. Whilst donations of $2 or more are generally tax deductible, Cancer Council does not guarantee any tax benefits or deductions related to donations. Donors should seek independent financial advice before making a donation.

12. All complaints, grievances and disputes in relation to donations are taken seriously and will be treated confidentially. If you believe that there has been an error with your donation, you should notify us directly on **7bw@nswcc.org.au** as soon as possible so that we can deal with your complaint or query as soon as possible.

Public Health Management

13. You agree to adhere to all public health rules and regulations notified to you by your local, state or territory or federal Government, other regulatory body, Cancer Council, Event organiser or the Event venue.

Risk Notice

14. As a participant in the Event:

   (a) you acknowledge that there are inherent risks associated with such activities or events and, depending on the specific type of activity or event, this may involve a significant risk or personal injury including permanent disability and/or death;

   (b) the Event involves recreational activities that may involve inherent risks of harm associated with physical exertion. Some of those risks are injury due to slippery or uneven surfaces, obstacles, trip hazards, overcrowding, collision with objects or people and the effects of heat, cold, dehydration and exhaustion;

   (c) injuries may include injuries from falls such as broken bones, sprained muscles, injuries to ligaments, cartilage or other soft tissue, as well as blisters, cuts and abrasions. Injuries may also arise from physical exertion, including heart attack, fainting and loss of consciousness.

You understand and accept that the risks associated with the Event are increased if you choose to participate wearing costume, using props, or if your movement is otherwise restricted;

(d) you agree and acknowledge that neither Cancer Council nor any Event sponsor (nor any of their directors, officers, employees, volunteers, agents and representatives) will be liable to you or any other person in contract, tort (including negligence) or otherwise for any loss, damage, cost or expense of any kind (including direct, indirect or consequential losses, damages, costs and expenses) suffered or incurred by you or any other person in connection with the fundraising activity or Event;

(e) you voluntarily assume full responsibility for your own safety and wellbeing and all risk to both you and your property during the fundraising activity or Event;

(f) you understand that Cancer Council has not obtained personal accident insurance or any other insurance covering your participation in the Event and it is your responsibility to obtain any and all insurance which is appropriate for that purpose; and

(g) you warrant that you have no medical condition that would preclude you from participating in the activity or Event and to the extent you are unsure, or you may otherwise be required, you agree to seek approval from a medical practitioner prior to participating.

Risk Warning

15. Under section 5M(1) of the *Civil Liability Act 2002* (**NSW CLA**) a person does not owe a duty of care to another person who engages in a recreational activity to take care in respect of a risk of the activity if the risk was the subject of a risk warning to the person engaging in the recreational activity. For the purposes of section 5M of the NSW CLA, recreational activity includes:

    (a) any sport (whether or not the sport is an organised activity);

    (b) any pursuit or activity engaged in for enjoyment, relaxation or leisure; or

    (c) any pursuit activity engaging in at a place where people ordinarily engage in sport or in any pursuit.

16. To the extent that the Event is a 'recreational activity' or a 'recreation service' (as defined in the NSW CLA), Cancer Council excludes all liability that results from a breach of an express or implied warranty that the Event will be rendered with reasonable care and skill and excludes all liability in negligence for harm you suffer as a result of your participation in the Event, in accordance with and to the extent permitted under Division 5 of the NSW CLA.

17. The Event is held in a public place and involves walking on designated public footpaths. Cancer Council does not arrange any road closures for the purposes of the Event and participants are not permitted to walk on any roads (regardless of whether public traffic is present) while participating in the Event. If a participant walks on a public or private roadway during the Event, they do so at their own risk. Cancer Council, to the maximum extent permitted by law, excludes any liability associated with any injury, damage to persons or property or civil or criminal liability that a participant may suffer by walking on a public or private roadway while participating in the Event. Cancer Council reserves the right to instruct participants to remain on designated footpaths and, if a participant refuses to do so, disqualify the participant from the Event

Medical Treatment

18. If you suffer any injury, accident or illness while participating in the Event and cannot consent to the provision of medical treatment, you authorise Cancer Council and medical personnel at the Event to provide you with medical care, aid or treatment and/or to transport you to a medical facility, if the medical personnel consider that such actions are necessary for your health. You agree to pay all reasonable costs associated with such medical care, aid, treatment, and/or transport.

Cancellation or Postponement

19. Cancer Council reserves the right to cancel or postpone the Event due to insufficient ticket sales, safety concerns or otherwise as a result of something beyond Cancer Council's reasonable control including and without limitation strong winds, heavy rain, flash flooding, excessive atmospheric pollution, lightning and accidents, pandemic or other health event. Cancer Council will only offer refunds for registration fees if:

    (a) the Event is cancelled by Cancer Council as per the circumstances referred to in clause 19;
    (b) the Event is postponed by Cancer Council (and you cannot or do not wish to attend the postponed Event);
    (c) the Event is cancelled by a local, state or federal government body or authority; or
    (d) to the extent otherwise required by law (including the Australian Consumer Law).

20. You may apply for a refund of registration fees within a reasonable time of the Event date, but by no later than 25 October 2026, by contacting Cancer Council at **7bw@nswcc.org.au**. When applying for a refund you will be offered the opportunity to convert your registration fee to a tax-deductible donation towards Cancer Council's life saving work. This clause does not otherwise apply to any donations made by you, or in support of you, to Cancer Council.

Other Participants

21. You will participate in the Event at the same time as other participants, and Cancer Council is not liable for the actions or conduct of other participants in the Event.

Use of Social Media Platforms

22. From time to time Cancer Council will utilise social media platforms (e.g. Meta) for the purposes of establishing group and community pages to facilitate the Event (**Social Media Groups**).

23. Cancer Council excludes all liability associated with an individual's use of and participation in Social Media Groups. Whilst Cancer Council undertakes its best efforts to keep Social Media Groups a safe place, it does not accept liability for any comments, images or other communication left by any user of the Social Media Groups and does not otherwise endorse such communication.

Belongings

24. You are responsible for the security of your belongings at the Event, and Cancer Council will not be liable for damage to or replacing such belongings, except to the extent cause or contributed to by Cancer Council's fraud, negligence, wilful misconduct, reckless conduct, or unlawful conduct.

Exclusion and Limitation of Liability

25. To the maximum extent permitted under the NSW CLA the Cancer Council excludes liability from any and all damages or harm resulting from breach of an express or implied warranty that the Event and any services provided in conjunction with the Event will be rendered with reasonable care and skill.

26. You understand and agree that, to the maximum extent permitted by law, Cancer Council and any Event sponsor (including their directors, officers, employees, volunteers, agents and representatives) exclude all liability for damages for any harm (including but not limited to personal injury or death, damage to property and economic loss whether direct, indirect, special or consequential) to the extent caused by your failure to exercise reasonable care and skill, regardless of whether the claim is brought in tort (including in negligence), in contract, under statute or otherwise, where such liability results from breach of an express or implied warranty that the Event or the Event's services will be rendered with reasonable care and skill.

27. You understand and agree that to the maximum extent permitted by law:

    (a) all conditions, warranties, guarantees, rights, remedies, liabilities or other terms provided by statute, or general law that impose any liability or obligation on the Cancer Council or Event sponsors (or their directors, officers, employees, volunteers, agents and representatives) are excluded (including consumer guarantees to the extent such exclusions are permitted under the law);

    (b) neither Cancer Council nor any Event sponsor (including their directors, officers, employees, volunteers, agents and representatives) will be liable to you or any other person in contract, tort (including negligence) or otherwise for any loss, damage, cost or expense of any kind (including direct, indirect or consequential losses, damages, costs and expenses) suffered or incurred by you or any other person in connection with the Event, or any malicious, criminal or fraudulent acts committed by third parties; and

    (c) in any circumstances where the above exclusions (or any of them) are held by a Court to be ineffective or unenforceable for any reason whatsoever, Cancer Council's liability to you and to any other person is limited (at its option) to the actual costs incurred by you in participating in the Event.

28. Section 139A of the Competition and Consumer Act 2010 (Cth) (the **CCA**) permits a term of a contract for the supply to a consumer of recreational services, to exclude liability of the supplier for the death and personal injury arising from the failure to comply with a guarantee provided in sections 60 to 62 of the Australian Consumer Law (**ACL**).

29. You understand and agree that, to the extent permitted by section 139A of the CCA, Cancer Council and any Event sponsor (and any of their directors, officers, employees, volunteers, agents and representatives) excludes all liability in connection with the supply of recreational services for:

    (a) death;

    (b) physical or mental injury;

    (c) the aggravation, acceleration or recurrence of a physical or mental injury;

    (d) the contraction, aggravation or acceleration of a disease; and

    (e) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual, that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of Cancer Council or any Event sponsor (or any of their directors,

officers, employees, volunteers, agents and representatives) to comply with a guarantee in sections 60-62 of the ACL.

30. This exclusion of liability does not apply where significant personal injury is caused by the reckless conduct of Cancer Council or any Event sponsor.

Release and Indemnity

31. You agree that you have voluntarily read and understood the warning set out in paragraph 15 and acknowledge that you are responsible for your own safety (and the safety of any Youth Participant you are responsible for) and accept and assume the inherent risks in the Event.

32. By agreeing to these Terms and Conditions you acknowledge and agree that:

    (e) participation in the Event may involve risk; and

    (f) these Participation Terms and Conditions constitute a 'risk warning' in accordance with any relevant legislation including the Civil Liability Act 2002 (NSW) (NSW CLA).

33. You fully and irrevocably exclude and release Cancer Council and all Event sponsors, as well as their directors, officers, employees, volunteers, agents and representatives, from all liability for any loss, damage, cost or expense (whether in negligence, contract, under statute or otherwise) suffered by you as a consequence of:

    (a) your involvement in the fundraising activity or Event, including in relation to death and personal injury;

    (b) in connection with or in respect of any breach of these Terms and Conditions; and

    (c) in connection with the publication or distribution of any material or information you supply to us.

34. If any claim, including in relation to personal injury, property damage or wrongful death arising from your participation in the fundraising activity or Event is commenced, you agree to indemnify and hold harmless Cancer Council and all the event sponsors, as well as their directors, officers, employees, volunteers, agents and representatives, from any and all loss, damage, cost or expense in connection with such claim. Your liability under this indemnity is reduced to the extent that the loss or damage arises out the gross negligence, fraud, criminal conduct or wilful misconduct of the Cancer Council, or its directors, officers, employees, volunteers, agents and representatives.

Use of Artificial Intelligence

35. Cancer Council may use programs, or partner with third parties which use programs, that incorporate artificial intelligence (AI) and machine learning algorithms to improve the services provided for the purposes of the Event. When utilising these services, Cancer Council shall ensure that any use of AI is transparent, fair, and consistent with its Privacy Policy, and privacy and security obligations under Australian law.

Governing Law and Jurisdiction

36. These Terms are governed by the laws of New South Wales, Australia. You acknowledge that you submit to the non-exclusive jurisdiction of the courts of New South Wales and any court hearing appeals from those courts.

Photographs and other recordings

37. You acknowledge that in the course of the Event, photographs, images, videos or audio recordings may be taken of you, either alone or in group shots with others. You agree to the use of your image in photographs, images, videos or audio recordings and for their use on Cancer Council publications or websites in the future. You agree that Cancer Council may use your name in conjunction with any photographs or images of you. You also agree that the photographs or film may be used by third party media organisations in connection with the publicity and reporting of the event publicly.

38. If you share, post or upload photos or videos (**Images**) to the Event Website, or tag or link Cancer Council in such content on social media:

    (a) you consent to the following:

        (i) Cancer Council has permission to use, distribute, modify, display and create derivative works from the Images in promotional collateral and on Cancer Council websites, publications and on any other medium now or in the future in perpetuity. You waive any right to review or approve any uses of the Images;

        (ii) where you, or any of the subjects appearing in the Images, are identified or identifiable in the Images, you give Cancer Council permission to identify you and the other subjects by name;

        (iii) you agree the Images may also be used by Cancer Council Australia and other State and Territory Cancer Councils that are members of Cancer Council Australia (**Cancer Council Affiliates**); and

        (iv) you are not entitled to any remuneration or compensation from Cancer Council or the Cancer Council Affiliates for the Images.

    (b) you confirm that:

        (i) you are the creator and the copyright owner of any Images you share, post or upload to the Event Website, or tag Cancer Council or the event in on social media, and

        (ii) you have the permission or consent of all persons who are captured and identifiable in the Images you provide to Cancer Council (including parental consent if the subject is under the age of 16).

    (c) you understand that any content and Images that you share, post or upload on our Event Website may be crawled and stored by web services such as search engines, social media platforms or archiving tools. Cancer Council is not responsible for removing information stored by third parties.