

Participation Terms and Conditions

Thank you for applying to enter Cancer Council's 7 Bridges Walk 2025 (the **Event**). All references to the Event in these terms is a reference to all other activities associated with the Event, whether they are held before, during or after the Event. By participating in the Event, you are accepting these Terms and Conditions, the [Fundraising Guidelines](#) and our [Privacy Collection Statement](#) and agree to comply with them. By registering on behalf of someone else, you undertake to inform them of these Terms and Conditions.

You acknowledge that if you are under the age of 18 (**Youth Participant**), this registration is provisional until these Terms and Conditions are accepted by your parent or guardian on the registration website. By accepting these Terms and Conditions on the registration website, the parent or guardian of the Youth Participant agrees to these Terms and Conditions on their own behalf and on behalf of the Youth Participant and all references to "You" and "Your" in these Terms and Conditions refer to both the Youth Participant and their parent or guardian.

Where relevant these Terms and Conditions will also apply to donors and supporters of participants.

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

Participation by children under 15 years

To participate and fundraise in the Event, children under 15 years of age must:

1. be at least 8 years of age at the time of registration to fundraise. Children of any age can attend the Event with their parent/guardian, however, engaging in fundraising activities under the age of 8 years old is not permitted.
2. have the explicit consent of their parent or guardian to participate and, if over the age of 8, fundraise at the time of registration
3. be accompanied/supervised by their parent or guardian (the **Supervisor**) during the Event Period and any associated fundraising activities
4. only participate:
 1. for less than 4 hours on a school day;
 2. for less than 6 hours on a non-school day;
 3. up to 8:30pm on a non-school day when the following day is a school day;
 4. no more than to five days in a week;

5. after 6.30am or sunrise, whichever is the later; and
6. up until sunset or 6pm, whichever is the earlier.

The Supervisor must ensure that during the Event Period:

1. they maintain ongoing contact and proximity to the child appropriate to the child's age;
2. the child is provided with appropriate food and water or other nutritious drink;
3. the child is adequately clothed and protected for the weather conditions;
4. the child does not enter a private dwelling if soliciting door-to-door;
5. the child does not solicit from a person in a motor vehicle; and
6. they accompany the child home after the Event, unless the child is more than 12 years or age.

Cancer Council reserves the right, in its absolute discretion, to accept or refuse any applications for entry into the Event and disqualify entries if it considers such action to be appropriate.

We may change these Terms and Conditions from time to time, without notification.

Risk Notice

The Event is a recreational activity that involves walking on a designated route with other members of the public. Cancer Council is supplying recreational services for the Event. The Event 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. In rainy, windy or other inclement weather conditions, tents, marquees or other structures may collapse or become unsecured from the ground, potentially resulting in injury.

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 exertion, including heart attack, fainting and loss of consciousness. By proceeding with your application to enter the Event, you understand and accept that the risks of participation in the Event are increased if you choose to participate in costume, in novelty shoes, using props, or if your movement is restricted.

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.

Participation in the Event in a public place where people are present also increases your risk of exposure to and contraction of communicable disease(s), including but not limited to COVID-19.

You acknowledge that the above is not an exhaustive list of all risks inherent in your participation in the Event and that there may be risks that are not known or reasonably foreseeable at this time.

You warrant that you are in proper physical and mental condition and have no known medical conditions or disabilities that may be incompatible with your safe participation in the Event. You understand that Cancer Council recommends that you consult a doctor before participating in the Event, particularly if you have ever experienced medical conditions that may make it dangerous for you to participate in the Event.

Regardless of whether you have consulted a doctor, you agree that by participating in the Event, you are aware of the risks involved and you voluntarily assume those risks (including any arising from the negligence of Cancer Council).

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.

You assume all risk to both you and your property during the Event.

Exclusion and Limitation of Liability

The Civil Liability Act 2002 (NSW) ("CLA") permits a term of a contract for the supply of recreation services to exclude liability of the supplier for damages for harm resulting from breach of an express or implied warranty that the services will be rendered with reasonable care and skill.

You understand and agree that, to the extent permitted by law, Cancer Council and any Event sponsor (and any of 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 and whether direct, indirect, special or consequential) from a 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 services will be rendered with reasonable care and skill.

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

- all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on 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);
- 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 Event; and
- 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 re-supplying, repairing or replacing the service or the payment of the cost of supplying the service to you again.

Section 139A of the Competition and Consumer Act 2010 (Cth) ("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.

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:

1. death;
2. physical or mental injury;
3. the aggravation, acceleration or recurrence of a physical or mental injury;
4. the contraction, aggravation or acceleration of a disease; and

5. 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.

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

Cancellation or Postponement

The Event will only be cancelled or postponed 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, or any other Act of God.

Cancer Council will only offer refunds of registration fees if:

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

You may apply for refund of registration fees within a reasonable time of the original event date, but no later than 26 October 2025, 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.

Any voluntary transaction fees or donations relating to the event are non-refundable. To the full extent permitted by law, you acknowledge you will have no claim against Cancer Council for any loss or damage you suffer as a result of the Event being cancelled or rescheduled. All registration and any associated transaction fees are not considered a

donation to the Cancer Council. Please seek independent advice on your tax arrangements.

Release and Indemnity

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:

- your involvement in the Event, including in relation to death and personal injury;
- in connection with or in respect of any breach of these Terms and Conditions; and
- in connection with the publication or distribution of any material or information you supply to us.

If any claim, including in relation to personal injury, property damage or wrongful death arising from your participation in the 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.

Public venue and persons giving directions

Where you participate in the Event on premises or property made available for the general public and community events, you agree to comply with all rules and regulations that may apply to that jurisdiction, premises or property. You also agree to follow the directions of anyone authorised to give directions whilst you are on the said premises or property.

Public Health Management

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

Behaviour

You will show respect for other participants in the Event, and at all times, to be considerate of others. You agree to abide by the venue rules concerning activities, coarse language, privacy, and noise. You acknowledge and agree that the Event is a non-smoking event.

You acknowledge that the Event is an event that may involve minors. You warrant that you are not a person recorded on the Australian National Child Offender Register.

Photographic Consent

You acknowledge that in the course of the Event, photographs, images or film may be taken of you, either alone or in group shots with others. You agree to the use of your image in these photographs, images or film 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.

If you share, post or upload photos or videos (**Images**) to the Event website, or other websites or social media sites or pages associated with the Event, or tag or link Cancer Council in such content on social media, you consent to the following:

1. 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;
 2. 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;
 3. you agree the Images may be 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
 4. you are not entitled to any remuneration or compensation from Cancer Council or the Cancer Council Affiliates for the Images
- you confirm that:
 1. 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

2. 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).
- you understand that any content and Images that you share, post or upload on the 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.

Website Terms of Use

This Website is provided by Cancer Council NSW for the purposes of participating and/or donating to Cancer Council via 7 Bridges Walk 2025.

“Cancer Council”, “we”, “us” or “our” means Cancer Council NSW.

“Website” means <https://www.7bridgeswalk.com.au/>

Cancer Council NSW operates this Website and the data that you provide is collected and owned by Cancer Council NSW and the Cancer Council in the State or Territory in which you are participating in the fundraising activity.

Your Privacy

Cancer Council may gather and store information that you provide to us when using our Website, including information:

1. that you may provide when accessing this Website, such as your name, address, email address and other personal information;
2. posted by you on this Website; and
3. regarding the way in which you use this Website including, without limitation, information acquired through the use of cookies programmed during the accessing of this Website.

Please read our [Privacy Policy](#) and our [Privacy Collection Statement](#) to find out how we handle the information you provide to us.

When you register for 7 Bridges Walk a unique fundraising page will be created for you. This may include your name in the URL such as [7bridgeswalk.com.au/fundraisers/johndoe21/](https://www.7bridgeswalk.com.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 in such ways.

For further information about any matter relating to privacy please refer to the Cancer Council NSW Website at <https://www.cancercouncil.com.au/privacy/>.

Use of Content on this Website

Unless indicated otherwise all information contained on this Website including text, images, graphics, audio and video clips and all intellectual property rights, including copyright, is owned by and proprietary to Cancer Council. Except for the limited use set out the following paragraph, you may not reproduce, distribute, retransmit, upload, re-post content or frame the material on the Website with other material on any other Website or make any other use of the Website, or the material contained on it, for any purpose.

Notwithstanding the above restrictions on use of the material on the Website, you may download material from the Website for your personal non-commercial use provided you do not remove any copyright and trade mark notices contained on the material.

Cancer Council strives to keep the content on this Website up to date, but Cancer Council cannot guarantee the accuracy, reliability or currency of the content. If errors are brought to Cancer Council's attention, they will be addressed as soon as possible. Cancer Council reserves the right to change the content on this Website at any time. Cancer Council cannot guarantee continuous, secure or uninterrupted access to this Website, as many factors outside of our control may prevent this.

This Website may contain links to external websites, that are not controlled by Cancer Council. While Cancer Council takes care to ensure the accuracy of information posted on an externally linked website, we are not responsible or liable for the content, nor should a link be considered as an endorsement by Cancer Council. Cancer Council does not accept any liability for any loss or damage occasioned by your use of linked websites and linked applications available through this Website.

To the fullest extent permitted by law, Cancer Council does not accept any liability for loss or damage arising from your use of this Website or reliance upon the information contained on this Website. If any warranty or guarantee cannot by law be excluded, then, to the extent permitted by law, Cancer Council's liability for such warranty or guarantee is limited, at Cancer Council's option, to supplying the information, service or goods again or paying the cost of having the information, service or goods supplied again.

Credit Cards and Refunds

You agree not to use an unauthorised or invalid credit card to make payments on this Website. Subject to your rights under the Australian Consumer Law, if you make a donation to Cancer Council, the transaction is final and no refunds will be provided except where unauthorised use can be proven. If you become aware of a fraudulent use of your card, or if it becomes lost or stolen, you must notify your card issuer immediately.

Intellectual Property

All intellectual property rights in this Website and the content provided on it (including information, logos, trademarks, design, text, images and statistics) are owned or licensed by Cancer Council and may not be used without our consent.

Content or material on this Website may also be owned by third parties. Queries about copyright, reproduction and use of content relating to information published on external websites accessed via link from this Website should be directed to that party or the publisher of the information.

You are not authorised to alter, copy, republish, reproduce, distribute, transmit, sell or store, in any media or in any form, any of the content, without our prior written consent. Subject to these conditions of use, Cancer Council grants a non-exclusive, non-transferrable, limited licence to use the content and material in this Website:

- to educational institutions, for educational purposes; and
- to users of this Website for personal and non-commercial purposes;

provided that:

- all copyright and trade mark notices are not altered;
- an acknowledgement to Cancer Council NSW is displayed on the content that is reproduced;
- no fees are charged for access to the content that you reproduce;
- the content remains unaltered;
- content is not reproduced on a webpage or with an online service or application, without Cancer Council's express consent.

Use of Cancer Council Logos

Cancer Council may allow third parties to use its logos in limited circumstances. You must obtain our written permission before using any of our logos. In order for us to

consider any such request, you will be required to provide Cancer Council with a copy of your intended promotional material before releasing it to the public.

Uploading Information

You agree that any information you enter on this Website and any material you upload onto this Website:

- is owned by you or you are otherwise authorised to enter or upload it;
- will not be defamatory or malicious in relation to any product, service, person or entity;
- is not 'passing off' of any product or service and will not constitute unfair competition;
- will not infringe any third party intellectual property rights, including trademarks, service marks, business names (registered or unregistered), confidential information or copyright; and
- will not infringe any legislation or regulations of the Commonwealth of Australia and the State of New South Wales, including the Australian Competition and Consumer Law, the Fair Trading Act 1987 (NSW), the Charitable Fundraising Act 1991 (NSW), the Charitable Fundraising Regulation 2021 (NSW), any equivalent state and territory legislation, legislation from any other parliament competent to legislate in relation to this Website, or any law in any country where the material or information is or will be available electronically to other users.

Licence to Use Intellectual Property

By uploading any material in accordance with these Terms and Conditions that is intellectual property including, but not limited to, copyrighted works, trademarks and service marks (the intellectual property) on to the Website, you are granting Cancer Council a perpetual, non-exclusive and payment-free licence throughout the world to:

- a. reproduce, use and exploit the intellectual property, as part of the Website, to the full extent permitted by intellectual property law in any jurisdiction in which the Website is available to users, and sublicense others to do so;
- b. reproduce, use and exploit the content, material and information that you post onto the Website, to the full extent permitted by intellectual property law in any jurisdiction in which the Website is available to users and sublicense others to do so;
- c. allow Cancer Council to sub-licence others the same rights granted to Cancer Council in (a) above.

Your Conduct on this Website

You agree not to use this Website for any offensive or otherwise inappropriate purposes, including:

- to upload, post, email, transmit or otherwise make material available that may be abusive, harassing, obscene, defamatory or offensive;
- to harm minors;
- to impersonate any person or entity, including Cancer Council workers or volunteers and their affiliates;
- to collect or store personal information about other users of this Website that is of a personal or sensitive nature; or
- to upload, post, email, transmit or otherwise make available any unsolicited material or advertising (such as junkmail, surveys, pyramid schemes and chain letters).

Removal of Information or Material

Cancer Council may remove any information or material (including links to external websites or applications) which does not comply with these Terms of Use or which Cancer Council considers inappropriate, at any time, without notice, explanation or justification. Cancer Council reserves the right, in its sole discretion, to:

- monitor, retain or disclose any information on the Website when necessary to satisfy any legal requirements;
- pre-screen, block or remove any content posted or uploaded by users of the Website that Cancer Council considers inappropriate, including material the Cancer Council considers may violate its Privacy Policy or these Terms of Use; and
- suspend your access to this Website and Cancer Council services without notice if you fail to comply with any material term of these Terms of Use.

Governing Law and Jurisdiction

These Terms of Use and all other specific and additional terms which govern your use of and access to this Website will be governed by and construed in accordance with the laws of the state of New South Wales, Australia, and 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.