

TERMS AND CONDITIONS FOR PASS THE TORCH FUNDRAISING EVENT (PHYSICAL)

To the fullest extent permissible under law, including the Australian Consumer Law ("ACL") under Schedule 2 to the Competition and Consumer Act 2010 (Cth), these terms and conditions ("Terms") govern the physical Pass The Torch Fundraising event ("Event") run and operated by Jireh Impact Foundation and Birch Foundation (the "Organisers") and each person ("Attendee, Participant, You or Your") who registers to participate in the Event.

You acknowledge that You have read and agree to be bound by these Terms upon either submitting Your registration for the Event or attending or participating in the Event.

If You intend on participating in the Event and are under 18 years of age, a parent or guardian must read these Terms and acknowledge and accept them on Your behalf.

1. REGISTRATIONS

1.1 Your registration is subject to acceptance by the Organisers, which will be confirmed in writing (including but not limited to email) after the Organisers have received Your fully completed registration, including the entry form, the \$50 registration fee, and any required supporting documents. The Organisers may, in their absolute discretion, refuse to accept Your registration for any reason.

1.2 The registration fee is correct at the time of publication. The Organisers reserve the right to change the fee at any time, but changes will not affect registrations already confirmed in writing.

1.3 Registrations are not transferable to another person or to a future Event without the express written permission of the Organisers.

2. CANCELLATION AND REFUNDS

2.1 Registration fees are not refundable if You change Your mind or can no longer participate in the Event.

2.2 If the Event cannot proceed before commencement, Registered Participants will be offered the option to convert the registration fee to a donation to the Organisers or request a refund (at the Organisers' discretion).

2.3 If the Event is cancelled after commencement, Registered Participants will not be offered a refund of the registration fee. Cancellation may be for any reason, including fire, traffic incident, or weather.

3. PARTICIPANT RIGHTS AND OBLIGATIONS

3.1 The Organisers reserve the right, without any liability, to refuse admission to, or to remove You from the Event, in their absolute discretion, including for failure to comply with these Terms or if, in the opinion of the Organisers, acting reasonably, You represent a security risk, nuisance, or annoyance to the running of the Event.

3.2 You agree to comply with all reasonable instructions issued by the Organisers or the venue operator for the Event.

3.3 You acknowledge that You may be filmed, sound recorded and/or photographed at the Event. The Organisers may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever.

4. WELLBEING & SAFETY

4.1 Children under 18 years of age must be accompanied by an adult for the duration of the Event.

4.2 You are responsible for Your health and safety at all times, including being fit and healthy to participate. You should seek medical advice if needed.

4.3 First aid will be available at the Event. Any ambulance transport to the hospital will be at Your own expense.

4.4 You accept responsibility at all times for personal belongings during the Event. Valuable items should not be left without supervision, as the Organisers will not accept liability for loss or damage.

5. LIMITATIONS OF LIABILITY AND INDEMNITY

5.1 Subject to any applicable Consumer Guarantees, the Organisers and their representatives will not be liable for any personal injury, death, property damage, or other loss arising from or in connection with the Event.

5.2 You participate in the Event at Your own risk and agree to indemnify the Organisers against any claims, costs, or damages arising from Your participation.

6. GENERAL

6.1 The Organisers reserve the right to amend these Terms occasionally. It is your responsibility to keep the current Terms updated.

6.2 The laws of Queensland, Australia, govern these Terms.

7. TRAFFIC & ROAD LAWS

7.1 Participants must follow all traffic and road laws, including directions by Police, State or Territory Road Authority, Event Traffic Management, event staff and volunteers.

7.2 For cycling events, participants must wear a cycling helmet that conforms to Australian standards.

8. INTELLECTUAL PROPERTY

8.1 All material on the Event website is protected by laws relating to intellectual property, including but not limited to copyright, trademarks, designs, logos, signs, and other properties unless otherwise noted and may not be used except as expressly permitted by the applicable and relevant website terms and conditions. You may not distribute, modify or reuse the contents of any Event website for public or commercial purposes without the prior written permission of the Organisers.

9. PRIVACY AND ONLINE SECURITY

9.1 The Organisers understand and respect your right to privacy and the confidentiality and security of personal information provided by You. The Organisers will take all reasonable steps to ensure that your personal information is protected from misuse, loss, interference and unauthorised access, modification or disclosure. You acknowledge that your personal information may be shared with others involved in the event's administration, management, insurance or delivery. For further information on Privacy and how the Organisers protect your rights and manage personal, sensitive and health information following the Privacy Act 1988 (Cth), please follow this link: <https://fundraise.jirehimpact.org.au/privacy>

9.2 The Organisers store all financial information about their customers securely in accordance with the Payment Card Industry Data Security Standards (PCI DSS), with no complete bank details retained. In some situations, the Organisers use the assistance of professional financial gateway specialists and expert fundraising digital platforms to assist with financial transactions and customer recognition, which is in accordance with PCI DSS. All information is retained securely for the period of time determined by law and disposed of securely.

TERMS AND CONDITIONS OPERATIVE FROM 9 NOVEMBER 2024

TERMS AND CONDITIONS TO BE REVIEWED: 31 DECEMBER 2025