



For Wild Places
ABN: 35 661 735 557
www.forwildplaces.com
hello@forwildplaces.com

Terms & Conditions

For Wild Places – Terms and Conditions

For Wild Places Foundation Ltd (ABN 35 661 735 557)

Terms and Conditions for Entry into the Pilliga Ultra 2024

These terms and conditions set out the agreement between For Wild Places Foundation Ltd (FWP) (including its Personnel) and the Participants.

DEFINITIONS

Content includes but is not limited to photos, videos and blogs uploaded to the website or social media accounts held by For Wild Places and/or event partners, sponsors and participants

For Wild Places or FWP means For Wild Places Foundation Ltd ABN 35 661 735 557 and includes its Personnel.

Participant or You refers to an eligible entrant who has registered through the Website to participate in the Event.

Personnel means FWP's employees, directors, agents, contractors, Charity partner/s, sponsors and officers.

Website means <https://www.forwildplaces.com/pilliga-ultra/> being the Event website



EFFECT OF TERMS AND CONDITIONS

These terms and conditions apply to the Participant's use of the Website and participation in the Event. Entry into the Event is deemed acceptance of these terms and conditions. The Participant acknowledges and agrees that these terms and conditions are subject to change from time to time at the discretion of FWP.

If FWP makes any substantive changes to these terms and conditions including the collection or use of personal information, FWP will post a prominent announcement on the Website and post the changes on this page.

ENTRY REQUIREMENT

To enter the Event, the Participant must be a resident of Australia by law and aged 16 or over. If the Participant is under 18 years of age, express approval of a parent/guardian – who has agreed to all of these terms and conditions – must be sought before completing registration in the Event.

FWP, may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration and may seek verification of the above entry requirements in whatever manner it sees fit.

HEALTH AND SAFETY

The Participant understands that they are responsible for ensuring their own health and safety in participating in the Event and warrant, as a condition of entering the Event, that they have sufficiently trained for this Event and that are not aware of any illness, injury or any other physical disability which may cause illness, injury or death whilst participating in the Event.

The Participant acknowledges that it is their responsibility to consult an appropriate medical professional to determine whether they are fit to participate in the Event and to address any illness, injury or other physical disability which may impact their ability to participate in the Event.

If the Participant becomes aware of any medical condition or impairment, or are otherwise sick or injured prior to or during the Event, the Participant confirms that they will cease participation in the Event until they have sought appropriate medical advice.

ACKNOWLEDGMENT, INDEMNITY AND RELEASE

The Participant acknowledges and agrees that running is inherently dangerous and participation in the Event is at their own risk and upon registering for the Event on the Website, the Participant must agree to



FWP's Acknowledgement, Indemnity and Release form (can be found below) to continue.

LIABILITY EXCLUSIONS

The Participant releases FWP (including its Personnel) from all claims (including those arising out of negligence), loss, damage, liability, cost and expense arising out of the Participant's participation in the Event and the Participant indemnifies FWP against any claim (including but not limited to those arising in negligence), loss, damage, liability, cost and expense that may be incurred or sustained by FWP in connection with any act, matter or thing done, permitted or omitted to be done by the Participant or which was in any way connected with the Participant's involvement in the Event.

Nothing in these terms and conditions excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law (ACL)) which cannot lawfully be excluded, restricted or modified.

To the extent permitted by Section 139A of the Competition and Consumer Act (2010)(Cth) (CCA), the Participant acknowledges and agrees that FWP 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 FWP 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 FWP in accordance with section 139A of the CCA.

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 a breach of an express or implied warranty that the services will be rendered with reasonable care and skill. To the extent permitted by law, the Participant acknowledges and agrees that FWP excludes 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.

Except as expressly included in these terms and conditions, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from these terms and conditions.

USER CONDUCT

Participants must not

- (b) interfere with the Website, upload viruses or other malicious code;
- (c) bully, intimidate or harass anyone in connection with the Event; and

FWP reserves the right to remove any Content posted or prevent any or all access to its platform at its entire discretion.

INTELLECTUAL PROPERTY

Unless otherwise noted, all materials including, without limitation, logos, brand names, images, designs, maps, software, photographs, video clips and written and other materials that appear as part of the Website, in relation to the Event and/or FWP, are copyrights, trademarks, service marks, and/or other intellectual property whether registered or unregistered (Intellectual Property) owned, controlled by or licensed to FWP. The Participant acknowledges that entry into the Event does not provide the Participant with authority to use any of the Intellectual Property.

PRIVACY AND PERSONAL INFORMATION

FWP collects personal information about the Participant to register the Participant in the Event and in certain circumstances, to award prizes to Participants. If the personal information requested is not provided, the Participant cannot participate in the Event.

By signing up to the Website and/or participating in the Event, the Participant consents to FWP using and disclosing their personal information to FWP Personnel and other third parties engaged to provide services in connection with the Event solely for the purposes of contacting the Participant in relation to the Event.



The Participant can gain access to, update or correct any personal information held by FWP by contacting FWP at pilliga@forwildplaces.com

By entering the Event, the Participant agrees that:

- (a) they may be contacted by FWP to provide comments about the Event and FWP may take photos or recordings of them with permission;
- (b) FWP may use any comments obtained from them, their name, and/or likeness and any photos or recordings of them (Materials) for future promotional and marketing purposes without further reference or compensation to them;
- (c) to the extent permitted by law,
- (d) they grant to FWP on creation of the Materials a worldwide, perpetual, royalty-free, exclusive and irrevocable license to use the Materials for any legitimate purpose FWP determines;
- (e) FWP's Personnel, including the Charity partner/s the Participant has agreed to fundraise for, may contact them following the Event to update them on future events, campaigns and to seek further support;
- (f) they unconditionally and irrevocably:
 - i. consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given (Moral Rights); and
 - ii. waive all Moral Rights in the Materials that arise outside Australia; and
- (g) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.

GENERAL PROVISIONS

The Participant's entry into the Event is personal and the Participant has no right to transfer or assign that entry.

If, for any reason, the Event is not capable of being run as planned, FWP reserves the right to take any action that may be available to it including canceling, modifying or suspending the Event.

Any Participant who in the reasonable opinion of FWP, engages in any unlawful or improper conduct which



jeopardises or is likely to jeopardise the fair or proper conduct of the Event or who does not comply with the entry process may be ineligible to participate in the Event. FWP reserves the right to disqualify the Participant in the event of non-compliance with these terms and conditions. FWP’s decisions in relation to all aspects of the Event are final and binding on the Participant.

If the Event does not go ahead, FWP will remit to the participants and Charity partner/s will remit to the donors their donations should they wish a refund.

DISCLAIMER

The Website contains links to other websites. Please note that when You click on one of these links, You are entering a website for which FWP has no responsibility. You use these sites at Your own risk. FWP encourages You to read the privacy statements on all such sites as the policies may differ.

GOVERNING LAW

These terms and conditions are governed by the law of New South Wales.

SEVERABILITY

Part or all of any provision of these terms and conditions that is illegal or unenforceable may be severed from the terms and conditions and the remaining provisions of these terms and conditions continue in force.



Pilliga Ultra

Acknowledgement, Release and Indemnity

In this Acknowledgement, Release and Indemnity:

Event refers to the 'Pilliga Ultra ' organised by FWP. Although the 'Pilliga Ultra' takes place in September 2024, it encompasses all activities related to the 'Pilliga Ultra", including activities undertaken prior to, during, and after the 'Pilliga Ultra ' ; and For Wild Places or FWP refers to For Wild Places Foundation Ltd ABN 35 661 735 557.

Terms otherwise capitalised have the meaning given to them in the document entitled 'Terms and Conditions for Entry into the Pilliga Ultra' (Terms and Conditions).

This document, and the Terms and Conditions, are important documents that affect your legal rights and obligations leading up to, during and after your participation in the Event. You must read them carefully prior to entering the event. During online entry, you must tick a box to confirm you have read and understood this form. You should make yourself aware of the risks of participating and, if in doubt, seek independent advice about participating.

CONSENT BY A PARTICIPANT

In consideration of FWP accepting my participation in the Event I agree to:

- release FWP from all claims, rights or causes of action which I may have arising out of or in connection with my participation in the Event;
- hold FWP harmless in relation to all liability arising in relation to my participation in the Event; and
- assume all risks arising from or in connection with my participation in the Event, and
- acknowledge that this release continues and forever binds me, and that it may be pleaded by FWP as a bar to any action, claim, demand or legal proceedings.

CONSENT FOR RUNNER WHERE RUNNER IS UNDER 18

Where the Participant is under 18, I, as parent or guardian of the Participant, in consideration of FWP accepting the participation of the Participant in the Event, agree on my own behalf and the behalf of the Participant, that to the extent permitted by law, I:

release FWP from all claims, rights or causes of action which I or the Participant may have arising out of or in connection with the Participant's participation in the Event; and hold FWP harmless in relation to all



liability arising in relation to the Participant's participation in the Event; and

assume all risks arising from or in connection with the Participant's participation in the Event, and acknowledge that this release continues and forever binds me and the Participant, and that it may be pleaded by FWP as a bar to any action, claim, demand or legal proceedings.

GENERAL

I have read and understood the relevant entry requirements and information relating to the Event, including the Terms and Conditions.

FWP may, at their sole discretion, refuse entry or cancel entry to any person for any reason whatsoever.

I understand that running is physically demanding and I am responsible for my own health and safety in participating in the Event. I confirm, as a condition of entry to the Event, that I have sufficiently trained for this Event and am not aware of any illness, injury or any other physical disability which may cause me injury or death whilst participating in the Event. I acknowledge that it is my responsibility to consult an appropriate medical professional to determine whether I am fit for the Event and to address any illness, injury or other physical disability which may impact my ability to participate in the Event.

If I become aware of any medical condition or impairment, or am otherwise sick or injured prior to or during the Event, I warrant that I will cease participation in the Event until I have sought appropriate medical advice.

I acknowledge that participating in the Event is a dangerous activity and that by such participation I am exposed to certain risks. I acknowledge that the enjoyment of the Event, including trail running/running contains inherent risks and that these inherent risks contribute to such enjoyment and is a reason for my participation in the Event. I voluntarily assume all risks associated with my entry and participation in the Event. I acknowledge and understand that whilst participating in the Event:

I may be injured, physically or mentally, or may die from various causes including, but not limited to, overexertion, snake bites, dehydration, cardiac arrest, slips, trips or falls, or other accidents with other participants, spectators and road users, or accidents caused by my own actions or the actions of other persons; my personal property may be lost or damaged; I may cause injury to other persons or damage their property; the conditions in which the Event is conducted, including the weather, may vary without warning; I may be in a remote or isolated location where access to medical support may be limited and take significant time to reach me; there may be no or inadequate facilities for treatment or transport of me if I am injured; and I assume the risk and responsibility for any injury, death or property damage resulting



from my participation in the Event.

I agree that if I am injured or require medical assistance, I am responsible for my own evacuation and medical treatment. I agree that I am responsible for my own medical and ambulance insurance cover and for all medical, ambulance and associated costs.

I agree to release, indemnify and hold harmless the FWP, its directors, officers, Charity partner/s, employees, agents, volunteers, contractors, public bodies, landholders and sponsors, from all claims (including those arising out of negligence), loss, damage, liability, cost and expense arising out of my participation in the Event and I indemnify FWP against any claim (including but not limited to those arising in negligence), loss, damage, liability, cost and expense that may be incurred or sustained by FWP in connection with any act, matter or thing done, permitted or omitted to be done by me or which was in any way connected with my involvement in the Event.

I agree to indemnify FWP for any breach of these terms or the Terms and Conditions.

I agree to allow my name, results, photographs, videos, multimedia or film likeness to be used for any legitimate purpose by the FWP, the sponsors, Charity partner/s, or assigns without payment or compensation.

I acknowledge that my image may be taken by FWP, including but not limited to Event photographers and videographers. I acknowledge and agree to and abide by the rules set by various authorities, including statutory, governmental and national parks and forest bodies, and that FWP is not responsible for any of my breaches of the rules set by these authorities.

I acknowledge and agree that I will not run on privately owned property unless I have obtained the consent of the occupier or landowner, as relevant.

I agree to abide by the Event rules as contained in the Terms and Conditions, and to follow any other reasonable direction or recommendation of FWP which may be given from time to time.

I agree to read any safety information provided by FWP and use the information provided as a guide only.