

**URBAN DESCENT
TERMS & CONDITIONS**

QV1 Descent 2018 - Go on, Achieve the unthinkable!

Urban Descent's challenging adventure activities, Building Abseil, Bridge Swings, Giant Zip Lines; which is an innovative and exhilarating action based, adrenaline filled fundraising event, supporting and unique opportunity to, shape your life, to server other by raising much needed funds for your favourtie cause.

Introduction Summary:

Who: Individuals or Teams over the age of 16 years old
When: 19-21 April 2018
Time: 8am – 5pm
Where: 250 St Georges Terrace, Perth WA
Fee: \$200 each Participant's non-refundable registration fee
Fundraising target: Minimum fundraising target set by your organisation, above \$750.

TERMS & CONDITIONS

1. Recitals

- 1.1. The Event is held for the purpose of raising funds for the Participant's Charity/ Not-for-Profit organisation.
- 1.2. In respect of the Event:
 - 1.2.1. Urban Descent and/or the Charity/Not-for-Profit markets the Event and collects information and monies fundraised; and
 - 1.2.2. Urban Descent provides all equipment for and personnel to instruct and manage the Event's roping activities.
- 1.3. Participants acknowledge that they enter into these Terms & Conditions of their own free will.

2. Definitions

- 1.1. In the above Terms and Conditions, the following definitions apply unless the context requires otherwise:
 - 1.1.1. **Adventure Out Australia** means Stargap Pty Ltd ACN 009 308 105) trading as Adventure Out Australia;
 - 1.1.2. **Charity** means the organisation that signs up with Urban Descent to purchase places for fundraisers to participate in the Event and signs Urban Descent's waiver;
 - 1.1.3. **Event** means the fundraising event, run and coordinated by Urban Descent, and which is due to take place, as outlined in the **Introduction Summary**;
 - 1.1.4. **Event Coordinators** means Urban Descent and any other person or body corporate responsible for the operation and/or management of the Event;
 - 1.1.5. **Event Date** means the date of the Event, as set out in the **Introduction Summary** (or as otherwise revised in accordance with these Terms & Conditions);
 - 1.1.6. **Event Details** has the meaning given in clause 7.2;
 - 1.1.7. **Fundraising Target** means minimum fundraising target, as outlined in the **Introduction Summary**;
 - 1.1.8. **Mycause** means the online crowdfunding and fundraising site.
 - 1.1.9. **Not-for-Profit** means the registered not-for-profit organisation that signs up with Urban Descent to purchase places for fundraisers to participate in the Event and signs Urban Descent's waiver;
 - 1.1.10. **Notice 1** has the meaning given in clause 7.2;
 - 1.1.11. **Notice 2** has the meaning given in clause 7.5;
 - 1.1.12. **Registration Fee** means non-refundable fee payable by each Participant, as set out in the **Introduction Summary**;
 - 1.1.13. **Registration Form** means the online registration process completed on Mycause;

- 1.1.14. **Urban Descent** means Urban Descent Limited (ACN 609 163 902); and
1.1.15. **Waiver Form** means the medical waiver form for the Event.

3. Who can participate

- 3.1. Participants must be at least the age outlined in the **Introduction Summary** on the Event date:
- 3.2. To become a Participant, persons that are currently at least 18 years of age and have the mental capacity to enter into a legally binding agreement must, by 11:59pm fourteen days prior to the Event date outlined in the **Introduction Summary**, complete and submit to Urban Descent his/her online Event Registration Form and executed Participant Waiver Form (per Participant).
- 3.3. To become a Participant, each person that is not currently 18 years of age or who lacks the mental capacity to enter into a legally binding agreement must obtain their parent or guardian's consent. Upon registration and payment of the Registration Fee, Participants under the age of 18 will be sent a copy of this Terms & Conditions and Participant Waiver Form.
- 3.4. The Participant's Waiver Form must be executed by the person's parent or guardian and returned to Urban Descent before the participant begins fundraising. By signing the Participant Waiver Form the Participant's parent or guardian agrees to be bound by these Terms & Conditions and Waiver Form. The Participant's parent or guardian who executed the Participant Waiver Form is also required to attend on the day of the event, and by signing and returning the Participant Waiver Form indicates their agreement to do so.
- 3.5. Individuals with documented illness, injuries to knees, feet or back should obtain medical clearance from their doctor before participating.

4. Fundraising

- 4.1. State legislation prevents fundraisers from collecting money door-to-door or in public places such as shopping centres and leisure centres unless prior permission is granted.
- 4.2. The Participant's nominated Charity/ Not-for-Profit must be consulted prior to participants contacting, or responding to contact from, media outlets in relation to their participation in the Event. All media relations in relation to the Event or the participants' fundraising must be approved by Urban Descent and/or the nominated Charity/ Not-for-Profit prior to publication.
- 4.3. Participants are not, and must not represent themselves to be, agents or employees of Urban Descent and/or nominated Charity or not-for-profit; all fundraising activities and related events are undertaken at participants' own risk. Urban Descent and/or their nominated Charity/ Not-for-Profit will not be held responsible for any injury, damage or loss sustained during the Event or any fundraising or other activity associated with the Event.
- 4.4. Participants may only use the name of Urban Descent and/or their nominated Charity/ Not-for-Profit to fundraise in relation to the Event that they are participating in.
- 4.5. Participants may only use approved logos, taglines, names and quotes provided by Urban Descent and/or their nominated Charity/ Not-for-Profit. Any variation of Urban Descent and/or their nominated charity or not-for-profit's intellectual property requires prior written permission from Urban Descent and/or their nominated Charity/ Not-for-Profit.
- 4.6. While Urban Descent's website provides advice and information regarding general fundraising tips, it remains the responsibility of the participant to ensure they comply with relevant Australian and State based legislation. Participants should note that activities such as lotteries, raffles and other games of chance may be identified as gaming in some states. It is the responsibility of the participant to ensure that all relevant legislation is complied with in relation to all activities undertaken in association with the Event. Registration for the Event does not constitute a fundraising or gaming license.
- 4.7. Participants must inform their donors that, in the event that they do not complete the Event, for whatever reason, funds raised will still be received by their nominated Charity/ Not-for-Profit and are not refundable.
- 4.8. Participants are required to have met the Fundraising Target set by their nominated Charity/ Not-for-Profit by 11:59pm fourteen days before the Event. Urban Descent and/or their nominated Charity/ Not-for-Profit reserves the right to cancel the registration of any participant/s who has not met their fundraising.
- 4.9. Urban Descent and/or the nominated Charity/ Not-for-Profit will communicate by email with participants on a regular basis from the time of registration until the completion of the Event. These communications enable the Event Coordinator and the Charity/ not-for-profit to keep participants updated with all important information relating to the event including but not limited to, fundraising tips, roster schedules, information, general tips and hints etc.

- 4.10. In addition to the email communication, participants may also receive an sms and/or support telephone call from Urban Descent and/or the Charity/ Not-for-Profit to discuss that participant's/team's Fundraising Target, methods of fundraising, support and anything relating to your participation in the Event.
- 4.11. In the event that Urban Descent and/or the Charity/ Not-for-Profit is unable to contact a participant by the abovementioned methods of communication, that participant's registration may be cancelled by Urban Descent and/or the nominated Charity/Not-for-Profits at their absolute discretion.
- 4.12. All proceeds from any fundraising activity must be directed to the Charity/ Not-for-Profit. This may be done through the online fundraising platform or directly into the bank account provided by the Charity/ Not-for-Profit.
- 4.13. If the Charity / Not-for-Profit is eligible for deductible gift recipient (**DGR**) status they shall provide the details to Mycause upon registration, Mycause will issue a tax-deductible receipt to donors that are eligible based on the information provided by the charity or not-for-profit organisation.
- 4.14. The Participant acknowledges that, if a Participant fundraises for a Charity/ Not-for-Profit organisation that does not have DGR status, donations are not tax deductible and a receipt will not be provided by Mycause.

5. Risks, hazards and dangers

- 5.1. Participants acknowledge and agree that:
 - 5.1.1. at all times during the Event, they will comply with all of Urban Descent and/or their nominated Charity/Not-for-Profits reasonable instructions regarding the Event and will remain within the designated Event areas;
 - 5.1.2. at all times during the Event, they will comply with all of Urban Descent and/or their nominated Charity/ Not-for-Profits reasonable instructions regarding the Event and will remain within the designated Event areas;
 - 5.1.3. they will not take any legal or illegal substance before or during the Event that may affect their judgement or physical response during the Event; and
 - 5.1.4. during the Event, they may be exposed to certain risks, hazards and dangers including but not limited to:
 - 5.1.4.1. physical exertion to which they may not be accustomed;
 - 5.1.4.2. extremes of weather and temperature including sudden and unexpected change;
 - 5.1.4.3. the risks, hazards and dangers associated with being around ropes, anchors and other slip or trip-causing objects;
 - 5.1.4.4. the risks, hazards and dangers of participating in activities at height;
 - 5.1.4.5. the possibility of accident, injury or illness; and
 - 5.1.4.6. difficulties of evacuation if they are injured or disabled.
- 5.2. The enjoyment and excitement of the Event is derived in part from the risks, hazards and dangers incurred by me performing the Event and that the risks, hazards and dangers of the Event may exceed those that they commonly accept at work or at home.
- 5.3. in the event that a Participant suffers an injury or illness whilst performing the Event, each of Urban Descent and/or their Charity/ Not-for-Profit, and their respective employees, contractors and agents have their consent to administer first aid to them, and further, may arrange such medical treatment and emergency evacuation procedures as they consider necessary for their safety.
- 5.4. Participants accept all of the above mentioned risks, hazards and dangers and the possibility of personal injury, loss or property damage resulting there from, and irrevocably indemnify and release each of Urban Descent and their nominated Charity /Not-for-Profit, and their respective employees, contractors, agents and successors in title in respect of any and all liability, claim or action (including negligence), loss or damage, whatsoever or however caused, arising as a result of or in connection with, directly or indirectly, caused by or connected with their participation in and travelling to and from the Event.

6. Privacy

- 6.1. Participants expressly grant each of Urban Descent and/or their nominated Charity/ Not-for-Profit, and their respective employees, contractors, agents and successors in title authority to use any photograph, film or film likeness of them taken during the Event or related activities for Urban Descent and/or their nominated Charity/ Not-for-Profit, and Adventure Out Australia's promotion and advertising of the Event and other similar events on the condition that those photographs are not sold to any third party. Any photographs used outside of Urban Descent and/or their nominated Charity/ Not-for-Profit, or Adventure Out Australia must receive written approval from both Urban Descent and/or their nominated Charity/ Not-for-Profit, and Adventure Out Australia:

7. Event date and location

- 7.1. Subject to clause 7.3, the Event will take place as outlined in the **Introduction Summary**:
- 7.2. 7 days prior to the Event date, each Participant will be notified by phone or email (**Notice 1**) of:
 - 7.2.1. the time during the Event when the Participant is to attend

- 7.2.2. the time that s/he is to attend the Event's registration booth;
- 7.2.3. the location of the Event's registration booth,
(the **Event Details**);
- 7.3. If for any reason Urban Descent and/or the nominated Charity/ Not-for-Profit considers that it is unsafe for the Event to commence or continue, Urban Descent may at any time at their complete discretion:
 - 7.3.1. postpone part or all of the Event;
 - 7.3.2. cancel the Event; or
 - 7.3.3. prevent a participant from performing the Event.
- 7.4. Further, if the Event is postponed and for any reason Urban Descent considers that, at an agreed later date, it is unsafe for the Event to commence or continue, Urban Descent may at any time at their complete discretion:
 - 7.4.1. cancel the Event; or
 - 7.4.2. prevent a participant from performing the Event's training and/or activities.
- 7.5. If the Event is postponed or cancelled in accordance with clauses 7.3.1, Urban Descent will notify each Participant by phone or email of the revised Event Date and Event Details (**Notice 2**).
- 7.6. If the Event is cancelled, the Participant may receive a partial refund (at the absolute discretion of Urban Descent) of up to 80% of the Registration Fee.
 - 7.6.1. If the Event is cancelled, or Participants are prevented from performing the Event's activities none of:
 - 7.6.1.1. the Participants; or
 - 7.6.1.2. the persons that have pledged or paid donations to the Charity or not-for-profit or participants by reason of the Event, are entitled to a refund of any pledged or paid donation(s).
- 7.7. Each Participant must:
 - 7.7.1. present to the Event's registration booth at the time and date specified in (**Notice 1**) and, if applicable, (**Notice 2**);
 - 7.7.2. have previously completed, signed and/or submitted an online Event registration form and/or Parent/Guardian Consent Form; and
 - 7.7.3. upon satisfying conditions of clause 3, complete the Event's preliminaries as determined by Urban Descent prior to participating in the Event.
- 7.8. A participant's failure to comply with clause 7.7 will render the Participant ineligible to participate in the Event.
- 7.9. If a participant is by reason of clause 9.7 ineligible to participate in all or any part of the Event, neither the participant nor the persons that have pledged or paid donations to their nominated Charity/ Not-for-Profit or the participant pursuant to the Event are entitled to a refund of any pledged or paid donation(s).

8. Eligibility for the Event

- 8.1. Once a Participant's registration is confirmed, she/he must, by 11:59pm fourteen days before the event, fundraise for and, pay to the nominated Charity/ Not-for-Profit the Fundraising Target as set by the nominated Charity/ Not-for-Profit.
- 8.2. Once a team has submitted to Urban Descent and/or the nominated Charity /Not-for-Profit its Event team registration Form, it must by 11:59pm fourteen days before the Event, fundraise for and, pay to the nominated Charity/ Not-for-Profit the Fundraising Target, per each individual team member, as set by the nominated Charity/ Not-for-Profit. Urban Descent and/or the nominated Charity/ Not-for-Profit may in its absolute discretion deem the minimum fundraising threshold to be reached if an individual participant has fundraised less than the Fundraising Target as set by the nominated Charity/ Not-for-Profit, but the team's total collectively equals the Fundraising Target, per team Participant.
- 8.3. Only participants who pay to Urban Descent and/or the nominated Charity/ Not-for-Profit the minimum target as set by the nominated Charity/Not-for-Profit (per Participant if in a team) are, subject to these terms and conditions, guaranteed to participate in the event:
- 8.4. Any participant or team that fails to fundraise and pay to the nominated Charity/ Not-for-Profit the minimum target as set by the nominated Charity/ Not-for-Profit per participant by 11:59pm fourteen days before the Event may be permitted to participate in the Event by Urban Descent or the nominated Charity / Not-for-Profit, in its sole and absolute discretion.
- 8.5. Participants are encouraged to continue fundraising after their Fundraising Target has been reached, and the Event date has passed.

By ticking or clicking this box I confirm that I have read, understood and agreed to the Event's Terms and Conditions and those of Urban Descent; and agree that my online confirmation and Waiver Form shall be binding upon me, the Participant.