

Level 4, 21 Terminal Avenue Plaza Offices - West Canberra Airport ACT 2609 Phone: 02 6275 2222 www.canberraairport.com.au

Airport Community Fun Run (the Event)

Terms and Conditions – Participant acknowledgement, release, indemnity and privacy

The following terms and conditions apply to the Event being conducted by Canberra Airport Pty Limited ABN 14 080 361 548, Capital Airport Group Pty Limited ABN 52 080 711 191 and their related entities (Event Organiser):

- 1. The Event is a foot-race/"fun-run" of approximately 5 kilometres in length, to be held over a course comprising sealed and natural surfaces in and around Canberra Airport (**Course**).
- 2. The Event will be held on Thursday, 8 May 2024 at 12:00 midday Australian Eastern Time.
- 3. Entry is limited to tenants of Brindabella Business Park, Majura Park and Fairbairn, Canberra Airport (Airport Business Parks) and those of their staff whose ordinary place of work is within the Airport Business Parks.
- 4. Entry to the Event is free.
- 5. Each participant is required to enter by Sunday, 4 May 2025.
- 6. There is a prize to be awarded to the winner of each of the following categories:
 - (a) Fastest Male;
 - (b) Fastest Female;
 - (c) Second fastest Male;
 - (d) Second fastest Female;
 - (e) Third fastest Male;
 - (f) Third fastest Female; and
 - (g) Fastest Team (teams of up to 5 participants with the fastest average time).
 - (h) Best Dressed Team (as decided by the Event Organiser on the day).
 - (i) Best team spirit (as decided by the Event Organiser on the day).
- 7. All prize winners will be required to provide proof of their tenancy at the Airport Business Parks or place of work within the Airport Business Parks as a condition precedent to receiving their prize.
- 8. The Event Organiser will be sole judge of any winner and their eligibility to receive a prize. All decisions and actions of the Event Organiser will be exercised according to its absolute

discretion. In all matters, the decisions of the Event Organiser will be final and cannot be contested. No correspondence or discussions will be entertained.

Participant acknowledgement, release, indemnity and privacy

- 1. I am a tenant of the Airport Business Parks or a member of staff or employee of a tenant of the Airport Business Parks whose ordinary place of work is within the Airport Business Parks.
- 2. I understand that the Event is potentially hazardous to those taking part and I participate at my own risk.
- 3 I will not compete in the Event unless I am medically fit on the day of the Event.
- 4. I declare that I have undertaken sufficient training for the Event and that I am not aware of any illness, injury, physical disability or impairment which may cause me injury or death during or as a consequence of participation in the Event.
- 5. I accept full responsibility for informing myself and assessing all the dangers, hazards and risks of entry in the Event and will rely solely on my own assessment of these dangers, hazards and risks before participating in the Event and notwithstanding any decision made by the Event Organiser or other persons corporations and bodies involved in promoting or staging the Event. The decision to participate in the Event is entirely my own and I accept all risks associated with participation in the Event, including but not limited to loss of life and/or any injury (including any permanent injury).
- 6. I agree to abide by all Event terms and conditions. I understand that I must follow the approved course and obey all directions and instructions given by representatives of the Event Organiser and the police.
- 7. I acknowledge that the Event Organiser and its representatives may remove me from the Event area and/or exclude me from participation in the Event if in their opinion it is necessary to do so:
 - (a) due to my behaviour being inappropriate, offensive, dangerous or abusive;
 - (b) to prevent damage or injury to any person or property; or
 - (c) on medical, health and/or safety grounds (including to prevent possible harm or injury to myself and/or any other person).
- 8. I consent to the Event Organiser using the personal details in my registration form for the administration of the Event, including to SMS information about the Event to me if I have provided a mobile phone number, unless otherwise indicated by me. I also consent to my personal details being used by the Event Organiser and its related bodies corporate for future marketing and promotional purposes.
- 9. In consideration of my entry to the Event, I agree on my own behalf and on behalf of my heirs, executors and administrators and declare that to the extent permitted by law, I waive release and discharge each of the Event Organiser Parties (as defined in paragraph 10 below) from and against all and every claim, right or cause of action (including for negligence, for breach of contract or breach of statute) which I might have or which may arise out of my death or injury and/or damage or loss of any description which I may suffer or sustain as the

result of or in connection with my participation in the Event. This release continues forever and binds my heirs, executors, personal representatives and assigns and may be pleaded as a bar to any action, claim, demand, suit or legal proceedings.

- 10. This waiver release and discharge operates jointly and severally in favour of the Event Organiser and its related bodies corporate, and their respective directors, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the Event, event stakeholders, the owners, licensees and occupiers of the land upon which the Event or any part of it is conducted, any statutory body or local authority having control over any land upon which the Event or any part of it is conducted, Event sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling the Event (the **Event Organiser Parties**).
- 11. Where a Participant is under the age of 18 years, in consideration of the Event Organiser agreeing at my request to accept the entry of this Participant in the Event, I hereby agree for myself, the Participant, their heirs, executors and administrators to hereby waive release and discharge (to the extent permitted by law) all and every claim, right or cause of action (including for negligence, for breach of contract or breach of statute) for which I might have or which the minor Participant may have or which arises out of the death, injury, damage or loss of any description which I or the Participant may suffer or sustain as a result of his/her participation in the Event. This release continues forever and binds the Participant's heirs, executors, personal representatives and assigns and may be pleaded as a bar to any action, claim, demand, suit or legal proceedings.
- 12. I consent to the publication and/or use in any form of media whatsoever of my name, result, image, voice, statement or otherwise, (including the publication of my name and/or Event result, suburb and applicable age bracket in any Event Organiser media publication or website) without any payment or compensation to me.

Privacy Collection Statement:

I acknowledge that the Event Organiser collects my personal information for the administration of the Event and for future marketing and promotional purposes relating to Canberra Airport and the Event Organiser's group of companies.

I agree that the Event Organiser may:

- disclose and use my personal information in accordance with the Event Organiser's privacy policy available at <u>https://www.canberraairport.com.au/privacy-policy</u> and in accordance with these Event terms and conditions; and
- (b) disclose my personal information to its related bodies corporate and any third parties involved in the Event, including service providers.

Further information on how the Event Organiser handles personal information is contained in the Event Organiser's Privacy Policy.