

# TYPE 1 CHALLENGE

## TERMS AND CONDITIONS

Thank you for being part of our event. This statement outlines the responsibilities of JDRF and the Type 1 Challenge (T1C) with regards to our event and our website, as well as obligations that will help to ensure your safety, including a disclaimer. Please read these terms & conditions in full and contact JDRF on 02 9020 6100 with any questions. Thank you for your support.

- **Part A - Your Personal Details**
- **Part B - Our Website**
- **Part C - Our Event**
- **Part D - Mandatory Risk Warning and Consent to participate**

### **Part A - Your Personal Details**

- Privacy Collection Statement

We collect the personal information you provide to us in order to enable us to record your donation and contact you in the future, including in order to inform you about promotions or activities which we think you may be interested in. We may disclose your personal information to organisations or individuals who assist us in processing your donation or where you have agreed we may disclose it. For further details, including how to access and correct your personal information, or information about JDRF's complaints handling processes, please see our Privacy Policy at [www.jdrf.org.au](http://www.jdrf.org.au).

The personal and medical information that you provide us for the Type 1 Challenge will be disclosed to the logistics and medical team supporting the event, for the purposes of the wellbeing and safety of all participants should a medical emergency arise.

### **Part B - Our Website**

By accessing, browsing or using this website, which is hosted by Funraisin with their own terms (<http://www.funraisin.co/privacy-policy/>); or completing the registration process to become a participant in our event, you acknowledge that you have read this notice and agree to be bound by the Terms and Conditions set out below, as amended from time to time:

- Information on this website

Online registration for our event will result in the registered participant's name and a personal web page being made publicly available online. Contact details will not be made publicly available. Unless marked as anonymous, all online donations towards registered participants will result in the donor's name being published on the webpage of the participant they have sponsored. JDRF reserves the right to remove any objectionable or inappropriate information posted to the personal websites of registered participants. This includes text and images. JDRF believes the information on this website to be accurate and current as at the date the information was placed on this website. Any party engaged in illegal activities involving the use of the website will be subject to civil and criminal sanctions and prosecution.

- Amendments to these Terms and Conditions

JDRF may amend these Terms and Conditions from time to time and any amendment will become effective immediately. Your continued use of the Website after amendment constitutes an agreement to abide by and be bound by those Terms and Conditions, as amended.

- Products and Services

Nothing in these Terms and Conditions excludes or limits the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of these Terms and Conditions to be void.

Subject to the preceding paragraph:

- JDRF does not warrant that any products or services advertised on the website will be available; and
- JDRF excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of these Terms and Conditions to be void.

It is a violation of the law to place orders under a false name or with a fraudulently obtained credit card. Fraudulent ordering will be prosecuted to the fullest extent the law allows.

### **Part C - Our Event: Type 1 Challenge**

- Conditions of entry

To participate in the Type 1 Challenge each person must register online, and pay a non-refundable registration. Once the participant has banked the minimum fundraising target, they will be eligible to participate in the Type 1 Challenge.

Registrants must be over the age of 18 in order to participate in the Type 1 Challenge.

- Registration fees

A non-refundable registration fee may apply to enter the Type 1 Challenge. The registration fee is not a donation to JDRF. Please seek independent advice on your tax arrangements.

- Minimum fundraising targets and banking deadlines

Each participant must exceed their minimum fundraising target in order to participate in the event. Participants who have not banked sufficient funds to exceed their target, or who cannot provide proof that sufficient funds have been secured (eg via matching gift programs) will not be allowed to participate.

- To ensure all participants fundraise in a timely manner JDRF has implemented a first target banking deadline.

All participants are requested to have banked a minimum \$1,000 against their individual account (excludes matching gifts and team fundraising) by 1 February 2019. This will allow JDRF to proceed with booking accommodation and meals at best possible prices. Participants who register close to or after this date are asked to bank \$1,000 as soon as possible in order to secure accommodation.

- JDRF cannot confirm meals and/or accommodation for participants who have not banked fundraising as per the fundraising guidelines listed below:

- Fundraising Deadline #1: 1 February: \$1,000
- Fundraising Deadline #2: 1 April: \$4,000

- Rider Cancellation Policy

JDRF is bound by contracts with several different organisations to make this event possible. This means that JDRF must provide guarantees by certain deadlines, resulting in established costs that must be covered. A Rider Cancellation Policy has been established to ensure that these obligations are met. The schedule below details the fee that will be charged by JDRF if a Rider cancels their own participation from the event. (The amount charged on the cancelling participant's credit card will be the difference between the cancellation fee and the amount of funds banked before and including the day of cancellation).

- Cancellation Fees

- Prior to 15 December: No charge (except the non-refundable registration fee)

- 16 Dec - 1 April: \$250 fee (plus the non-refundable registration fee)
- 2 April onwards: \$500 fee (plus the non-refundable registration fee)

***Regardless of cancellation date, all funds raised as a result of participation in the JDRF Type 1 Challenge must be remitted to JDRF.***

- Type 1 Challenge Cancellation Policy

JDRF reserves the right to cancel any person's participation at any stage if, in JDRF's opinion:

- a) it is unlikely the rider will meet the minimum fundraising target; or
- b) has not met the minimum training standards to participate in an event of this nature.

***Regardless of cancellation date, all funds raised as a result of participation in the Type 1 Challenge must be remitted to JDRF.***

#### **Part D - Mandatory Risk Warning and Consent to Participate**

- JDRF provides the following risk warning pursuant to its obligations under the Civil Liability Act, 2002:

RECREATIONAL ACTIVITIES ARE DANGEROUS AND INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND/OR DEATH TO PARTICIPANTS. ANY SUCH INJURY MAY RESULT NOT ONLY FROM YOUR ACTIONS BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS.

By registering for the Type 1 Challenge, you acknowledge that you will assume all risks in connection with your participation in the event and acknowledge that JDRF is not liable in respect of these risks materialising, or for the breach of any express or implied warranty that services it provides will be provided with reasonable care and skill. You hereby release JDRF and waive all claims against JDRF, event sponsors and personnel for any losses, damages or injury you might suffer to or arising from this event, whether by their negligent act or omission of how so ever caused. You acknowledge that you will assume all risks in connection with your participation in the Type 1 Challenge and acknowledge that JDRF is not liable in respect of these risks materialising, or for the breach of any express or implied warranty that services it provides will be provided with reasonable care and skill.

You grant full permission for the organiser to use photographs of you and quotations from you in legitimate accounts and promotions of this event.

You agree to surrender all monies collected for the Type 1 Challenge by you to JDRF by 30 June 2019.

You state that you are fully capable of taking part in this event and do so voluntarily.

**A rider is not permitted to participate in the event without having submitted a completed and signed liability release form.**