

## Virtual Pyjama Fun Run 2020, PJ Your Way Event

### ENTRY FORM

By definition:

- a) Minor means a person under 18 years of age;
- b) Online submissions include but are not limited to text, photographs, movies, recorded sound or music, videos and filmed works submitted online to or via the Sponsor in relation to the Virtual Event.
- c) Participant means any person who enters the Virtual Event, agrees to the Terms and Conditions in writing (or has the consent in writing from their parents and/or guardians if they are a Minor) and participates in the Virtual Event.
- d) Sponsor means Monash Health, Monash Health Foundation and the Virtual Pyjama Fun Run Organising Committee and Organisers;
- e) Virtual Event means the 2020 Virtual Pyjama Fun Run, PJ Your Way Event fundraising for the Monash Health Foundation;

### DECLARATION

For participants 18 years or over: By completing the entry form, I declare that I have read and accept the terms and conditions for my participation in this Virtual Event.

For participants under 18 years ('Minors'): By completing the entry form, I declare that I am the parent/guardian of the Minor and I give my consent for the Minor to participate in this Virtual Event. I accept the terms and conditions for participation in this Virtual Event on behalf of the Minor and declare the Minor as capable of participating in the Virtual Event.

### TERMS & CONDITIONS

Persons entering the Virtual Event are required to agree to the following Terms & Conditions:

1. During the Virtual Event, I agree to abide by all rules, instructions and directions imposed by the Sponsor and volunteers assisting the Sponsor.
2. I agree that I will accompany and supervise, or ensure that a responsible adult accompanies and supervises, a Minor Participant at all times whilst they participate in the Virtual Event, including but not limited to all times:
  - a. supervising the Minor Participant whilst they record/produce their online submission/s;
  - b. approving and supervising the Minor Participant's online submission/s; and
  - c. approving and supervising all Minor Participant's communications in relation to their participation in the Virtual Event.
3. [I am/The Minor Participant is] not suffering from a medical condition, illness, injury or impairment that would prevent and/or render the Participant unable to participate in the Virtual Event.

4. I attest and verify that [I am/the Minor Participant is] physically fit and trained sufficiently to participate in the Virtual Event.
5. I voluntarily assume all risks associated with [my/the Minor Participant's] participation in the Virtual Event or any activity associated with it and will take all measures to protect [myself/the Minor Participant] from the risks of participation. I am responsible for any such participation, including:
  - a. any online activity that occurs under [my/the Minor Participant's] screen name;
  - b. keeping any assigned password secure;
  - c. ensuring that [I/the Minor Participant] do/es not engage in an abusive, harassing, threatening, illegal or intimidatory behaviour as part of [my/the Minor Participant's] participation in the Virtual Event.
6. To the extent permitted by law, I undertake and represent that I will not make any claims against the Sponsor and release the Sponsor (and their directors, officers, employees, representatives, volunteers, sponsors, contractors, subcontractors (and their respective employees) or agents) (individually and collectively, 'the Released Parties') from and against any liability, claims, causes of action, suits or proceedings, including claims for costs or expenses of any nature for any loss, injury, damage of any description whatsoever (including indirect or consequential damage) ('Claim') suffered in connection with [my/the Minor Participant's] participation at the Virtual Event, howsoever caused, and I indemnify the Released Parties from and against all Claims (including negligence) whatsoever and howsoever caused arising as a result of or in connection with [my/the Minor Participant's] participation in the Virtual Event.
7. I agree [not to use/to ensure that the Minor Participant does not use] the logos, trade marks, or other intellectual property of the Sponsor without the prior written consent of the Sponsor.
8. I grant to the Sponsor:
  - a. permission to use [my/the Minor Participant's] name and image; and
  - b. a licence to use, reproduce, modify or sub-licence any online submissions I provide to or via the Sponsor as part of [my/the Minor Participant's] participation in the Virtual Eventboth before, during and after the Virtual Event in perpetuity, without payment of remuneration or compensation, for the purpose of promoting or reporting on the Virtual Event.
9. [I/the Minor Participant] attest/s and verify/ies that any online submissions are [my/the Minor Participant's] own material and that [I/the Minor Participant] own/s the required copyright and legal permissions to both post the online submissions to the Sponsor and grant the permissions in paragraph 8 above.
10. The Sponsor reserves the right, in its absolute discretion, to reject or remove any online submission, content or communication, including if it considers it to be:
  - a. fraudulent, unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates the intellectual property rights of the Sponsor or any third party; or

- b. otherwise in breach of the Terms and Conditions and/or any applicable law.
11. To the extent permitted by law, the Sponsor reserves the right to refuse a Participant's participation in the Virtual Event before or after registration, for any reason whatsoever.
  12. The Sponsor reserves the right to cancel the Virtual Event for any reason, including (but not limited to) circumstances beyond its reasonable control. The Sponsor will not be liable to the Participant or any third party for any loss or damage (including indirect or consequential loss or damage) suffered as a result of or arising from or in any way connected to cancellation, postponement, re-scheduling or change to the Virtual Event or any part thereof.
  13. The Sponsor will not be liable for any of the following: technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer/internet transmissions, cyber crime or other errors or malfunctions of any kind which may prevent receipt by the Sponsor of any online submission made by the Participant and/or impact on the security of the online submissions.
  14. I agree that [I/the Minor Participant] and all other persons using the online platform Grassrootz agree to use the online platform pursuant to Grassrootz's terms and conditions.
  15. The personal information of participants will be managed by the Sponsor in accordance with the Information Privacy Principles (as amended from time to time) in the *Privacy and Data Protection Act 2014 (Vic)*.
  16. I understand that by supplying my e-mail address I consent to receiving regular e newsletter updates from Monash Health Foundation in order to stay informed about the Virtual Event.
  17. [I/the Minor Participant] agree/s that in participating in the Virtual Event [I/the Minor Participant] will abide by and comply with any applicable law(s), including without limitation all relevant rules and regulations, public health advice and/or any relevant guidelines issued by any regulatory body.

I, being the [Participant/Minor Participant's parent or legal guardian], warrant that I have carefully read, considered, reviewed and understood these terms and conditions prior to submitting my application to participate in the Virtual Event, and agree with these terms and conditions.