



TERMS AND CONDITIONS FOR MS EVENTS INCLUDING VIRTUAL EVENTS

To the fullest extent permissible under law, including the Australian Consumer Law (ACL) under Schedule 2 to the Competition and Consumer Act 2010 (Cth) these terms and conditions (Terms) govern all events ("MS Event" including any "Virtual MS Event") run and operated by Multiple Sclerosis Limited ACN 004 942 287 (MSL) and each person ("Attendee, Participant, You or Your") who registers to participate in an MS Event or is invited by MSL to attend an MS Event.

You acknowledge that you have read and agree to be bound by these Terms upon either submitting your registration to MSL or attending or participating in an MS Event.

If You intend participating in an MS Event and are under 18 years of age a parent or guardian must read these Terms and acknowledge and accept them on Your behalf.

These Terms and Conditions of Entry allow Multiple Sclerosis Limited (MSL) ABN 66 004 942 287 to operate the MS Event. By registering to participate in the event you accept and agree to be bound by these entry terms.

AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT

You represent and warrant to Multiple Sclerosis Limited (MSL) that you have full legal authority and capacity to complete the registration for the Event, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, "you" or "your" means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights.

If the participant is under 18 a parent or guardian must read the Terms and Conditions and accept on their behalf.

1. REGISTRATIONS

- 1.1 Your Registration is subject to acceptance by MSL, which will be confirmed in writing (including but not limited to email) ("In Writing") after MSL has received Your fully completed Registration, the fee (if required) related to your registration ("Fee") and any required supporting documents. MSL may in its absolute discretion for any reason refuse to accept Your Registration.
- 1.2 MSL's preferred method of Registration is online. If You encounter difficulties with online Registrations, please contact us.
- 1.3 MSL may provide offline Registrations via phone, email or mail. MSL will use its best efforts to process offline Registrations within two (2) working days of receipt.
- 1.4 If MSL has invited you to attend the MSL Event without the need to Register and/or make any payment, You must provide Your confirmation of attendance to MSL within the time specified in the invitation (if any) in order for MSL to register You for the MSL Event.

1.5 The Fee for the MSL Event is correct at the time of publication. MSL reserves the right to change the Fee at any time but changes will not affect Registrations which have already been confirmed In Writing by MSL.

2. CANCELLATION AND REFUNDS

- 2.1 Your entry fees are not refundable if you change your mind or are no longer able to participate in an MS Event.
- 2.2 Fees will not be refunded if You are denied access or removed from an MS Event for any reason.
- 2.3 Any Registration entry is not transferable to another person or to a future MS Event without the express permission or consent of MSL.
- 2.4 If You are inadvertently registered in an incorrect event (such as the Victorian event rather than New South Wales), MSL will transfer your registration. You will be required to pay any difference in fees and MSL cannot change Your event options within the week prior to MS Event starting.
- 2.5 All donations are non-refundable, including (but not limited to) in the event of cancellation, postponement or change of mind.
- 2.6 MSL is unable to transfer any donation to another participant or other MS Event(s) (including future instalments of the same event).

3. MSL'S RIGHTS

- 3.1 MSL reserves the right at any time to:
- (a) change the format, participants, content, location and timing or any other aspect of an MS Event;
 - (b) postpone an MSL Event or any part of an MSL Event; or
 - (c) cancel an MSL Event or any part of an MSL Event, and will not be liable for any damages, costs, losses or expenses of any kind incurred or suffered by You as a result of or in relation to MSL modifying, postponing or cancelling an MSL Event or any part of an MSL Event.
- 3.2 If an MSL Event is cancelled or postponed by MSL:
- (a) for reasons that are beyond its reasonable control, MSL may retain the Fee and will not be required to make any refund of the Fee; or
 - (b) for reasons other than as set out in clause 3.2(a), MSL will refund the Fee minus any reasonable administration costs (as determined by MSL)

4. YOUR RIGHTS AND OBLIGATIONS AT AN MS EVENT

- 4.1 MSL reserves the right, without any liability, to refuse admission to, or to eject You from an MS Event, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of MSL, acting reasonably, You represent a security risk, nuisance or annoyance to the running of an MS Event.
- 4.2 You agree to comply with all reasonable instructions issued by MSL or the operator of the venue for an MS Event.
- 4.3 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited at an MS Event and/or in or at a venue.
- 4.4 You acknowledge that You may be filmed, sound recorded and/or photographed by MSL, the media or any other party at the Event and MSL may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever.

4A VIRTUAL EVENTS

- 4A.1 Subject to these Terms and applicable law, you are and remain responsible for Your own health and safety at all relevant times before, during and after any remote, off-site, online or virtual MS Event ("Virtual MS Event").
- 4A.2 MSL recommends informing friends and family of Your intentions to participate and the details of any virtual route prior to participating in any Virtual MS Event and You agree to carry out all reasonable and necessary precautions in relation to Your participating including but not limited to carrying a mobile phone and writing your emergency contact details down.
- 4A.3 For the avoidance of doubt, you acknowledge and agree that MSL will not be providing the usual scope of health and support measures including but not limited to road closures, first aid, mobile repair units or safety support during any Virtual MS Event.
- 4A.4 You acknowledge and agree to maintain full responsibility to be aware of and adhere to any changes implemented around COVID-19 practices and restrictions in your local government area, relevant state or territory, and Australia wide via reputable websites such as the Australian Government website or contact the Coronavirus Health Information Line on 1800 020 080. (This line operates 24 hours a day, seven days a week.)
- 4A.5 You acknowledge and agree that You remain at all times responsible for selecting a virtual course that is safe and complies with Your latest personal health advice as well as any broader advice or restrictions referred to in the preceding paragraph 14.A.3 in relation to any Virtual MS Event.
- 4A.6 In the likely event that indoor equipment is used to participate in any Virtual MS Event including but not limited to a treadmill or stationary bicycle, You agree to ensure that any and all equipment is in good working condition, fit-for-purpose, properly maintained and meets all relevant safety requirements under applicable law.
- 4A.7 You acknowledge and agree that subject at all times to these Terms and clause 6 below and applicable law, MSL will not be liable for any injury, damage, loss or otherwise resulting from Your participation in a Virtual MS Event.

5. WELLBEING & SAFETY

- 5A.1 All Participants are required to complete an entry form and pay the entry Fee.
- 5A.2 Children under 18 must be accompanied by an adult for the duration of an MS Event.
- 5A.3 You should seek medical advice to ensure you are fit to participate. It is Your responsibility to have suitable food and any medication that you require with You at all times.
- 5A.4 First aid will be available at all MS Events. Should You require ambulance transport to hospital it will be at your own expense.
- 5A.5 You accept responsibility at all times for personal belongings during an MS Event. Valuable items should not be left without supervision, as MSL will not accept for loss or damage of personal belongings.
- 5A.6 MSL requires all participants to comply with relevant state health orders in relation to the COVID-19 pandemic at the time of the event, including but not limited to social distancing, wearing of masks and proof of vaccine. MSL reserves the right to refuse entry to any participant not following state health guidelines.

6. LIMITATIONS OF LIABILITY AND INDEMNITY

- 6A.1 Relevant provisions of the ACL and other laws in force from time to time in Australia may impose guarantees, warranties, conditions and obligations on MSL ("Consumer Guarantees"). If any of these Terms are inconsistent with a Consumer Guarantee, the Consumer Guarantee will apply to the extent of such inconsistency. To the extent permitted by law MSL's liability and

Your sole remedy will be limited to the refund of the Fee paid to CPA Australia. Subject to any applicable Consumer Guarantees, all guarantees, representations, conditions and warranties of any nature are expressly excluded.

6A.2 Subject to any Consumer Guarantees and to the maximum extent permitted by applicable law, MSL, its employees, agents and contractors will not be liable for personal injury or death, property damage, or any other loss (including without limitation, liability for negligence, breach of these Event Terms or any other agreement), damage, cost or expense (including, without limitation, loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage) that You may incur or suffer arising out of or in connection with the Event.

6A.3 You agree to fully indemnify and hold MSL, its employees, agents, contractors and sub-contractors ("Representatives") harmless from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by MSL and/or its Representatives arising out of or in connection with an MS Event, including but not limited to: (1) a breach of these Event Terms; (2) Your use of the venue or attendance at the Event; (3) any damage to the venue or any goods located at the venue; or (4) the infringement of any intellectual property or other right of any third party (including the venue) by You.

7. MERCHANDISE

MSL contracts various official merchandise providers for MS Events.

7A.1 Returns Policy - There are no refunds or exchanges on merchandise/apparel orders if you have simply changed your mind or chosen the wrong size, as all garments are made to order and are not kept in stock. We have a quality guarantee on all our garments. If the quality of the garment you receive does not meet your expectations, we can repair it, replace it or give you a full refund at our discretion. Simply email us at merchandise@ms.org.au and explain the nature of the defect and then send the item back to us within 7 days of receiving.

7A.2 Delivery - All apparel pieces are custom made to order and are not kept in stock. From when you place your order until your garment is manufactured and ready for delivery, the process takes approximately six weeks.

All parcels are sent via Australia Post (with tracking provided). Parcels will be delivered during normal business hours and can be delivered to Australian PO Boxes. Goods delivered within Australia will take 5-10 business days, from when you receive a shipping confirmation email from us but can be subject to Australia Post delays for which we cannot be held responsible.

Multiple Sclerosis Limited and the contracted Merchandise Supplier(s) takes no responsibility for lost orders if incorrect address details have been provided. Please make sure your shipping details are correct at the time of order.

8. TRAFFIC & ROAD LAWS

8A.1 Participants must follow all traffic and road laws including directions by Police, State Road Authority, MS Event Traffic Management company, event staff and volunteers.

8A.2 For cycling events the participant must wear a cycling helmet that conforms to Australian standards.

9. INTELLECTUAL PROPERTY

9A.1 All material on an MS Event website is protected by laws relating to intellectual property including but not limited to copyright, trade marks, designs, logos, signs and other properties unless otherwise noted and may not be used except as expressly permitted by the applicable and relevant website terms and conditions. You may not distribute, modify or reuse the contents of any MS Event web site for public or commercial purposes without the prior written permission of MSL.

10. PRIVACY AND ONLINE SECURITY

10A.1 MSL staff and volunteers understand and respect your right to Privacy and the confidentiality and security of personal information provided by You. MSL will take all reasonable steps to ensure that your personal information is protected from misuse, loss, interference and unauthorised access, modification or disclosure.

For further information on Privacy, how Multiple Sclerosis Limited protects your rights and manages personal, sensitive and health information in accordance with the Privacy Act 1988 (Cth) please follow this link: <https://www.ms.org.au/get-involved/about-ms/privacy-your-rights.aspx>

10A.2 All financial information pertaining to customers of MSL is stored securely in line with the Payment Card Industry Data Security Standards (PCI DSS), with no complete bank details retained. Wherever possible we use Westpac merchant facilities. In some situations we use the assistance of professional financial gateway specialists to assist with financial transactions, for further information on these companies please see their websites:

- www.paypal.com
- www.stripe.com/au

In these situations we also use the assistance of expert fundraising digital platforms (in line with PCI DSS) which also retain limited information in order to recognise you as a customer:

- www.salesforce.com/au
- www.funraisin.co

All information is retained securely for the period of time determined by law and disposed of in a secure manner.

11. ACKNOWLEDGEMENT & WAIVER

11A.1 You acknowledge that involvement in an MS Event is a potentially dangerous activity and that You participate at Your own risk.

11A.2 By entering an MS Event you consent to receiving and reading the information about the MS Event. MS Event communication will primarily be via email. Updated information will be posted on the MS Event website and through social media from time to time.

11A.3 By entering the MS Event, MSL commits to keep you informed about future opportunities to help people with multiple sclerosis. Occasionally we allow like-minded organisations to contact our supporters with fundraising materials. In return, they help us reach more generous Australians to support our cause. If you would like to change your communication preferences please contact us via email or phone.

12. GENERAL

12A.1 MSL reserves the right to amend these Terms from time to time and You will be subject to the terms in force at the time MSL Registers You for an MS Event or You attend the Event, if you do not need to Register, whichever is applicable.

12A.2 Any failure, delay or relaxation on the part of a party in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power, right or remedy.

12A.3 If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms

12A.4 These Terms are governed by and are to be construed in accordance with the laws in force in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any objection that it may have that proceedings have been brought in an inconvenient forum.

TERMS AND CONDITIONS OPERATIVE FROM: 02 APRIL 2020