

Dusk to Dawn Walk - Terms and Conditions

By registering for the Dusk to Dawn Walk (the **Event**), the participant (**you** or **your**) agree that you are entering into an agreement with UNICEF Australia (ACN 060 581 437) (**us, we** or **our**) to be bound by these Terms and Conditions.

A. Important Notices

- The Event is scheduled to take place on 23 and 24 November 2024 and involves walking approximately 37 km overnight within 14 hours and includes a minimum fundraising commitment of \$100 to support UNICEF's work.
- You must be at least 18 years of age to register for this Event.
- You must be physically and mentally fit, have trained sufficiently for the Event and may wish to seek advice from a medical practitioner before participating in the Event.
- You must walk with at least one other participant during the Event. You and each other participant with whom you will walk the Event are referred to as a **Team** and we refer to you as each other's **Team Members**.
- You must bring the following items with you:
 - water and a water bottle with at least a 600ml capacity
 - sufficient food to keep you satisfied during the Event
 - suitable clothing for all weathers
 - a fully charged phone
 - a Dusk to Dawn Walk route map (in either printed or digital format) and
 - a basic first aid kit including Band-Aids and blister protection tape and any personal medication you require such as Panadol.
- You must wear your Event bib, visible from the front, for the entire Event and your head torch from sunset until sunrise.
- You must follow all reasonable directions from our Event organisers, officials, volunteers and other personnel who will be present during the Event (our **Event Personnel**). They will be wearing clothing enabling you to recognise them as Event Personnel.

B. Event Registration

- You must register for the Event online and pay your registration fee to participate in the Event. The registration fee is \$75, with discounts available at particular times prior to the event - until sold out. It is at our discretion to offer to offer any additional promotional discounts.
- Registration closes on 18 November 2024 unless sold out prior. There will be NO REGISTRATION POSSIBLE ON THE EVENT DAY.
- Your registration fee is not a donation to us and is therefore not tax-deductible.
- Your registration fee helps cover the Event costs including insurance, logistics, signage, traffic management, toilets, first-aid, security and more.
- You cannot register your dog or other animal, and, for safety reasons, they cannot accompany you during the Event, unless they are your Assistance Dog.
- We reserve the right to refuse or cancel your registration in our sole discretion, including if you do not follow the Event Guidelines available on our Dusk to Dawn Walk website or the reasonable directions of our Event Personnel. If we exercise this discretion, we will refund any registration fee you have paid and any donations in accordance with our refund policy.

C. Team Registration

- While you may register as an individual participant, by 5pm on Thursday, 21 November 2024, you must update your registration online with the names of your Team Members. Forming Teams and walking together is important for the safety of all participants.

- Alternatively, if you know with whom you will walk the Event before you register, you can nominate a Team Captain to register your Team online. Once the Team is registered, the other Team Members will receive an email inviting them to register for the Event as part of that Team.

D. Event Fundraising

- By registering for the Event, you commit to fundraise at least \$100 for us (your **Fundraising Commitment**) and agree that your registration fee is in addition to your Fundraising Commitment. Your Fundraising Commitment is per participant and not per Team.
- You may meet your Fundraising Commitment by raising funds from others who are willing to sponsor your Event participation, by donating funds yourself or a via combination of both.
- Following your registration for the Event, we will provide you with a fundraising page on our Dusk to Dawn Walk website (your **Fundraising Page**). You will be ineligible to participate in the Event, without our prior written approval, if your Fundraising Commitment has not been donated to us via your Fundraising Page at least 24 hours before the Event starts
- All fundraising conducted for the Event comes under our authority to fundraise in your respective Australian State or Territory and you agree to be bound by the relevant state fundraising legislation and abide by our guidelines on fundraising as outlined on our Dawn to Dusk Walk website.
- We are happy to refund a donation made in error or transfer it to the appropriate participant within 90 days of the donation. We regret that we are unable to issue a refund in response to a request made 90 days or more after the donation. If you wish to request a donation refund or transfer, please contact us using the Contact Us section of our website.
- Rewards will be offered to participants for achieving various amounts of fundraising in excess of their Fundraising Commitment. Details of these rewards can be found on our Dusk to Dawn Walk website.
- Reward details will be included on our Dusk to Dawn Walk website at least two months before to the Event. Reward winners will be notified via email within two weeks of the Event.

E. Withdrawing or Transferring your Registration

- If you wish to withdraw from the Event, your registration fee is only refundable in limited circumstances approved by us, regardless of the date on which you withdraw.
- You may transfer your registration to another person up until 5pm on Thursday 21 November 2024 by completing and submitting the official transfer form available on our Dusk to Dawn Walk website. All related reimbursements and other financial arrangements are solely the responsibility of you and the person to whom you are transferring your registration.
- Any funds you have raised via your Fundraising Page before your withdrawal will be offset against your replacement's Fundraising Commitment. Those funds will not be refunded or transferred to another participant unless donated in error.
- You must not give your participant bib to another person, without completing and submitting the official transfer form. This is particularly important because emergency contact information is linked to your bib number and use of the wrong contact information could impact the health and safety of the person wearing your bib, along with other participants and our Event Personnel.

F. Event Change or Cancellation

- We may change the format or other aspects of the Event or cancel the Event if:

- relevant local councils, the police or another relevant authority directs it to do so, or
- we deem that for safety reasons it would be advisable to do so, due to matters including storms, high winds, epidemics or pandemics, or unavailability of some or all of the Event route.
- Changing the format or other aspects of the Event, includes changing or shortening the Event route.
- If we change or cancel the Event, any refund of your registration fee] will be at our discretion and refund of donations made towards your Funding Commitment will be in accordance with our refund policy.

G. Event Route

- The Event starts in North Sydney and ends at Bondi Beach and follows the route specified in the Dusk to Dawn Walk map available on the Dusk to Dawn Walk website, as changed if at all, during the Event by our signage.
- You are required to stay within 200 metres of the signed Event route throughout the Event.
- If you cease participating during the Event, you must contact us immediately either:
 - by notifying our Event Personnel if you are at checkpoint, or
 - by using the contact number on your bib if you are not at a checkpoint.
- If you do not do so, we will send out a search party for you if:
 - we are notified that you are missing, or
 - you do not arrive at the next checkpoint by the relevant cut-off time,

whichever is earlier, and we do not receive a response when calling the mobile numbers with which you and your Team Members registered for the Event and the emergency contact number you registered.
- We may charge you for the costs associated with searching for you.

H. Event Timing

- You will be allocated a starting time between 7.45pm and 8.30pm and have a maximum of 14 hours to complete the Event.
- You must wear your allocated bib, which has an integrated timing chip, throughout the Event. This chip should record the time at which you pass through three checkpoints along the Event route.
- Each checkpoint has a cut-off time which will be specified in the Event Guidelines available on our Dusk to Dawn Walk website. If you fail to reach a checkpoint before the cut-off time, you may be asked to withdraw from the Event.
- In addition, you must pass through each of those checkpoints to be eligible for an official placing.

I. Respect

- You agree to comply with all applicable laws and regulations when fundraising and during the Event. All normal pedestrian road rules will apply.
- You agree to treat all Event Personnel and other participants with respect. We ask you to participate in a way that is considerate and encouraging of others and to alert Event Personnel, either at a checkpoint or by using the contact number on your bib, if you become aware of any behaviour that is, or that you reasonably believe to be, unlawful, threatening, intimidating or otherwise inappropriate.
- The Event passes through residential areas during the evening, overnight and early morning. We ask you to respect local residents and keep noise to a low level.
- We support the conservation of our coastline and have planned the Event route so you will be walking on public land, which mostly comprises costal walks and suburban pathways. Please do not walk on sand dunes or vegetation unless it is part of the signed Event route.

- You must carry all your rubbish out of the Event area or dispose of it in appropriate recycling or disposal bins along the Event route.

J. Health, Safety and Hydration

- You are responsible for ensuring you have appropriately prepared both physically and mentally for the Event and by registering for it, you warrant that you have done so and are not aware of any matter which may cause you injury or death during the Event.
- If you have any illness, injury, disability or impairment that may impact your ability to participate in the Event, you must seek advice from a medical practitioner before participating. You confirm that you have not been advised by a medical practitioner against participating in the Event.
- If you experience any illness or injury during the Event, you must immediately:
 - notify Event Personal if you are at a checkpoint or contact us by using the contact number on your bib if you are not at a checkpoint, and
 - seek medical advice.
- If one of your Team Members experiences an emergency (e.g. serious injury, breathing difficulty) during the Event, you must immediately:
 - call 000,
 - notify Event Personal if you are at a checkpoint or contact us by using the contact number on your bib if you are not at a checkpoint; and
 - stay with your Team Member until medical assistance arrives.
- We recommend that you have Ambulance Cover and Personal Accident Insurance to cover any unforeseen costs you may incur. Our public liability insurance may not cover you.
 - While we may provide water stations at various points along the Event route, it is your responsibility to remain hydrated and you must carry a water bottle with at least a 600ml capacity throughout during the Event.

K. Support Crew

- You are not required, nor should you need, to have a support crew for the Event. However, if you wish to have people support you during the Event (your **Support Crew**), you must ensure that they comply with all directions from our Event Personnel.
- We are not responsible for the safety or whereabouts of your Support Crew and require them to comply with all applicable laws and regulations when supporting you.

L. Privacy

- You agree to us collecting, holding and using your personal information for the purpose of:
 - conducting the Event, and
 - keeping you informed of other events we organise, and our services, products, campaigns and appeals.
- You consent to us disclosing your personal information to third parties connected with the Event, such as parties providing event management, first aid and security services in connection with the Event, but only for the purposes of providing those services.
- Please refer to our [Privacy Policy](#) to find out more about:
 - how we handle personal information, including how you may access your personal information that we hold and how you may seek correction of it, and
 - how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint.
- We may provide you with access to a third-party's mobile application to enable you to record your progress along the Event route. However, given we do not own the

application nor control transmission networks, we exclude all claims, losses, damages, liabilities, costs and expenses, including arising out of our negligence, with respect to any loss or corruption of data:

- associated with that application, or
- in transmission between the application and our Dusk to Dawn Walk website.

M. Content on your Fundraising Page

- You are responsible for all content posted to your Fundraising Page, including all photos and videos, and must ensure that no post infringes the copyright or other intellectual property rights of any person.
- We may delete any content posted on your fundraising page that is hateful, threatening, pornographic, violent, discriminatory or otherwise breaches the law or another person's rights, or is otherwise disrespectful or inappropriate in our view.
- We may use content from your Fundraising Page for the purposes of promoting the Event and future events of this type. You grant us a worldwide, perpetual, irrevocable, royalty-free and non-exclusive license, to use, distribute, reproduce, modify, adapt and publicly display content you upload to your Fundraising Page for those purposes.

N. Intellectual Property

- You agree not to use our intellectual property, including our name, logo or trademarks, except with our prior written consent.
- During the Event you may be photographed, film or interviewed. You permit us to use your image, voice and statements in any media or publication in connection with the Event, unless you have provided us with a written request asking us not to do so.
- If we use your image, voice, and statements in any media or publication, you acknowledge that no compensation is payable to you for that use.

O. Waiver, Release and Indemnity

- You acknowledge that distance walking can be dangerous and that you will participate in the Event voluntarily and accept, to the maximum extent permitted by law, the associated risks including that you may:
 - suffer harm from physical exertion
 - be involved in a collision with other people, animals or vehicles
 - fall and injure yourself
 - suffer from the effects of heat, cold, wind, rain and other weather conditions, and/or
 - become lost.
- Each of these risks may result in you suffering harm or disadvantage including death, physical or mental injury or illness (including aggravation, acceleration or recurrence of an existing or previous injury or illness), disability, property damage or economic or other consequential loss. There may be other risks to which you may be exposed, including risks associated with causing injury to other people or to their property.
- To the maximum extent permitted by law, you fully release us, all Event Personnel and all our directors, officers, employees, representatives, volunteers, sponsors, contractors and subcontractors from all claims, losses, damages, liabilities, costs and expenses, including those arising out of negligence, arising out of your participation in the Event.
- To the maximum extent permitted by law, you full indemnity us, all Event Personnel and all our directors, officers, employees, representatives, volunteers, sponsors, contractors and subcontractors against any claims, losses, damages, liabilities, costs and expenses that may be incurred or sustained by us or them in any way connected with your involvement in the Event.
- Nothing in these terms and conditions excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy, including a guarantee under the Australian Consumer Law, which cannot lawfully be excluded, restricted or modified under law.

P. Interpretation

You agree that words such as "includes" and "including" are not words of limitation.