



## LIABILITY WAIVER

This waiver forms a binding contractual agreement between you and Apex Club of Bundaberg Inc ABN 69 116 151 311 (**Cane2Coral**).

This waiver is entered into in consideration for you being permitted to participate in any events (including community events) and activities held by Cane2Coral (**Activities**).

This waiver is to be interpreted by the laws of the Queensland. This waiver is intended to be as broad and inclusive as is permitted by the law of Queensland and the provisions of this waiver are severable so that if any provision is held to be invalid the remainder shall remain in full force and effect.

By ticking a tickbox signalling acceptance on our Website, you acknowledge and agree that you have read and agree to be bound by this liability waiver.

If you are accepting this agreement on behalf of a minor, you represent and warrant that you are the parent or legal guardian of the minor registering to the Cane2Coral event and accept the terms and conditions set forth in this liability waiver on behalf of that minor. You acknowledge and agree that you are responsible for ensuring that the minor is compliant with this liability waiver at all times during the Activities.

### Application of Waiver

1. This waiver applies to all Activities you participate in with Cane2Coral.
2. This waiver will commence on the date you agree to this waiver, and continue with full force and effect, applying to all Activities, until the 1-year anniversary of the date you agree to this waiver.
3. You acknowledge and agree that all safety precautions taken by Cane2Coral are provided as a service, but are not a guarantee of safety and that Cane2Coral do not make any guarantee that safety precautions taken will be adequate or swift in the event of any injury, loss or damage.

### Risks relating to Sports and Competitive Events

4. You acknowledge that Cane2Coral events and the Activities are competitive sporting events. **Competitive sporting events inherently involve the risk of serious injury or death from a variety of factors, including: environmental hazards; accidents, illness contact of collision with other participants, spectators, vehicles, or other natural or manmade objects; lack of medical or emergency aid; inherent risk of contracting illness (including, without limitation, COVID-19); physical fatigue and dehydration; inherent risk in physical activity such as injury; and equipment failure.**
5. By agreeing to this waiver, you are agreeing that you are physically and mentally capable of participating in the Activities and are able to complete the Activities safely.

### Risks in the Environment

6. The Activities can include exposure to strong winds and extreme conditions, navigating uneven terrain, encounters with dangerous wildlife, equipment failure and require physical activity and mobility.
7. You acknowledge and agree that changes in conditions can occur without warning and will affect the ease of participation and navigating the event.
8. You acknowledge that the Activities are held on public roads and facilities that are open to the public during the event and are not owned by the event organisers. Hazards are to be expected, and the event organisers will not be responsible for controlling or mitigating any of these hazards.

### Risks relating to Medical Conditions

9. You warrant that you do not have a medical condition which might have the effect of making it more likely that you will be involved in an accident or otherwise sustain a serious injury or die.
10. Medical conditions which may limit or effect your ability to safely participate in the Activities includes (but are not limited to) **epilepsy, muscle spasm, migraines, low blood pressure, high blood pressure, cardiac issues, spinal injuries and pregnancy.**
11. If you have any of the above medical conditions, you must not participate in any Activities without first consulting a medical practitioner who can verify that you are fit to participate in the Activities.
12. You warrant that you will consult your doctor before participating in the Activities and it is your own responsibility to check and ensure that at all times during the event, that you are medically and physically fit to participate in the Activities.

### Risks relating to Alcohol or Drug Consumption

13. It is essential for your safety that you do not participate in the Activities while under the influence of alcohol, prescription medications or illicit drugs. Such substances may impair your ability to properly participate in the Activities and may cause significant injury and death to you or others.

### Waiver of risks of Serious Injury & Death

14. **Risks of Injury & Death:** You acknowledge and agree that you participate in the Activities at your own risk and at your own free will, having regard at all times to the limitations of your skills and physical fitness. You acknowledge and agree that the nature of participating in the Activities is inherently hazardous and dangerous and there are inherent risks to your personal safety when participating in the Activities. **The risks to your personal safety include, but are in no way limited to, the risk of bone fracture, joint dislocation, blood loss, skin loss requiring grafts, spinal injury, head injury, permanent disability including paraplegia and quadriplegia, brain damage, coma, and death.** You assume all risks and liability arising from your participation in the Activities which may cause such injury to you, and release and agree to hold harmless Cane2Coral and its sponsors from any claims for damages relating to any injury you suffer in connection with your participation in the Activities.
15. **Risks Relating to Medical Treatment:** You acknowledge and agree that Cane2Coral and any contractors, employees or agents of Cane2Coral, or any emergency medical personnel stationed at the Activities, may provide you with medical treatment in the event of an injury that renders you unconscious or of making a sound medical decision, and you agree to take full responsibility and assume all liability for any and all costs incurred as a result of any medical decision made on your behalf, including any medical transport required for treatment.

### Waiver of risks of Damage to Property

16. **Risks of Damage to Personal Property:** You acknowledge and agree that the nature of participating in the Activities is inherently hazardous and dangerous and there are inherent risks to your personal property when participating in the Activities. **The risks to your property, our property and third party property include, but are in no way limited to, the risk of damage to, loss of or destruction of sporting equipment, mobile phones, cameras, glasses, shoes, and any other items you have in your possession, or are in your vicinity, while participating in the Activities.** You assume all risks and liability arising from your participation in the Activities which may cause such damage to any personal property, and release and indemnify Cane2Coral and its sponsors from any claims for damages relating to any loss of, damage to, or destruction of any personal property in connection with your participation in the Activities.

### Risks of Contracting Communicable Diseases

17. If you participate in an Activity, you may contract a communicable disease, including (but not limited to) COVID-19 (including all present and future variants) and other communicable diseases.

18. It is your responsibility to comply with any safety measures requested by Cane2Coral, including the wearing of masks and practising social distancing.

### **Risks relating to Minors**

19. All children under the age of 18 must have parental or guardian consent to participate in the Activities, and their parent/guardian must agree to this waiver on their behalf.
20. As a parent or guardian of a child under the age of 18 that you consent to participating in the Activities, you represent and warrant that you have read this waiver in its entirety and understand that the Activities are potentially dangerous and that the child may be exposed to the dangers outlined in this waiver.
21. Children under the age of 12 must be supervised by a parent or guardian at all times.

### **Liability Cap**

22. To the maximum extent permitted by law, you agree that the maximum liability of Cane2Coral and its sponsors to you for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise) arising under or in connection with this waiver:
  - (a) is totally excluded, insofar as it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and
  - (b) is limited, insofar as it concerns other liability, to the total amount paid to Cane2Coral for the relevant Activity giving rise to the liability.

### **Indemnity & Release**

23. You hereby release and agree to indemnify, defend and hold harmless Cane2Coral and its sponsors, directors, employees, contractors, volunteers, any applicable federation and/or race sanctioning body, advertisers, vendors, any area or district Councils or local bodies of whatever nature in which the Activities may be staged, Police and all property owners and state, city, town, county, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations where the Activities take place, and each of their respective parent, subsidiary and affiliated companies, assignees, licensees, owners, officers, partners, board members, shareholders, members, supervisors, insurers, agents and representatives and all other persons or entities associated or involved with the activities (**Those Indemnified**), from any and all claims or liabilities arising from or in connection with your participation in the Activities, including, without limitation, injury to you or a third party (including where that injury causes permanent disability), your death, the death of any minor you are responsible for, or the death of a third party, or loss of damage to your vehicle, any other vehicle or any property, regardless of whether those claims or liabilities were caused or contributed to by a negligent act or omission of Cane2Coral or any third party, including other participants.
24. Nothing in this agreement is intended to limit the operation of the *Competition and Consumer Act 2010* (Cth).

### **Insurance**

25. You have been advised by Cane2Coral to purchase a comprehensive insurance policy in your own name to cover all possible risks of your participation in any Activities.
26. Cane2Coral has no obligation to insure you for any damage or injury sustained in connection with the Activities.
27. If you have complied with all obligations set out in this agreement, and an injury to a third person is sustained, Cane2Coral may (in its absolute discretion and without limiting or otherwise affecting Cane2Coral's rights under this agreement or otherwise at law or in equity) claim the costs, expenses and losses incurred in connection with that injury under Cane2Coral's insurance. You must provide Cane2Coral with reasonable assistance and correct information for the purposes of making an insurance claim in connection with this agreement.





# Fun Run Terms & Conditions

## Basis of Agreement

Apex Club of Bundaberg Inc (ABN: 69 116 151 311) trading as Cane2Coral carries on the business of organising and providing charitable fun run events. Cane2Coral has agreed to provide the Event to you (the **"Participant"**) and the Participant has agreed to procure the Event from Cane2Coral in accordance with the FAQ page on Cane2Coral's website (accessible at: <https://cane2coral.com.au/faqs/>) (the **"Website"**), and the terms and conditions on the following pages (which together form this **"agreement"**).

## Disclaimer

The Apex Club of Bundaberg Inc, a non-profit organisation, is hosting the Cane2Coral event. It is made possible through the support of sponsorships and participants. In the unlikely event that the necessary level of sponsorship and entries are not met by a specified date, the event may be cancelled or postponed. Please note that the Apex Club of Bundaberg Inc and its sponsors are not responsible for any losses or compensation resulting from the event being postponed or cancelled. Your agreement to this disclaimer and the following terms of this agreement is required as part of your participation.

By clicking a tickbox signalling acceptance on our Website and paying for the Services, the Participant acknowledges and agrees that they have read and agree to be bound by this agreement.

## CANE2CORAL FUN RUN TERMS & CONDITIONS

### 1 HOW TO READ THIS AGREEMENT

Capitalised words and phrases used in these terms and conditions have the meaning given:

- (a) by the words immediately preceding any bolded and bracketed word(s) or phrase(s); or
- (b) in the definitions in clause 19 of this agreement.

### 2 DURATION OF THIS AGREEMENT

- (a) This agreement will commence on the Start Date, and continues in effect until the End Date (**Term**), unless earlier terminated in accordance with clause 14.
- (b) If any Event are supplied after the expiry of the Term, without the parties having entered into a replacement agreement or otherwise having expressly agreed in writing that these terms will not apply, the terms of this agreement will continue to apply for those Event.

### 3 CLIENT OBLIGATIONS

#### 3.1 PROVIDE INFORMATION

The Participant must provide Cane2Coral with all documentation, information and assistance reasonably required by Cane2Coral to perform the Event.

#### 3.2 COMPLIANCE WITH LAWS

The Participant agrees that it will not, by receiving the Event:

- (a) breach any applicable Laws (including any applicable privacy laws); or
- (b) infringe the Intellectual Property Rights or other rights of any third party or breach any duty of confidentiality.

### 4 DISCLAIMERS, RISKS AND RESPONSIBILITIES

The Participant acknowledges and agrees that:

- (a) (**information**) any information provided to the Participant as part of or in connection with the Event is general in nature and may not be suitable for the Participant's circumstances;
- (b) (**event**) The Participant acknowledges and agrees that various factors beyond Cane2Coral's control mean that the actual content, format, course and locations of the event may differ to how it is advertised;
- (c) (**environmental hazards**) the nature of the Event requires physical activity and mobility, and may expose the Participant to risks, such as environmental hazards including but not limited to uneven and steep surfaces, severe weather conditions such as strong winds and lightening and encounters with dangerous wildlife. Whilst Cane2Coral endeavours to ensure the Participant's safety while providing the Event, such hazards are beyond Cane2Coral's reasonable control. The Participant accepts responsibility for avoiding environmental hazards and minimising harm to itself and other Event participants while using Cane2Coral's Event;
- (d) (**safety and risks**) in addition to the above, the physical nature of the Event and the fact of Cane2Coral events involving a large number of participants, means the Participant may be exposed to risks and dangers. These risks and dangers include, without limitation, the potential for:
  - (i) minor and/or serious injury;
  - (ii) permanent disability;
  - (iii) paralysis, death or mental trauma;
  - (iv) loss or damage to personal property;

## Cane2Coral Fun Run Terms & Conditions

- (v) accidents, illness, contact or collision with other participants, spectators, vehicles, or other natural or manmade objects;
- (vi) lack of medical or emergency aid;
- (vii) the inherent risk of contracting illness, including without limitation, COVID-19; and
- (viii) other unforeseen harm or damage which may not be readily foreseeable or is unknown.

The Participant acknowledges and agrees that these risks may be caused by their own actions or inactions, the actions or inactions of other event participants, or the actions or inactions of Cane2Coral, and the Participant accepts and assumes all responsibility for any damages, liabilities, losses or expense which is incurred as a result of or in connection with the Event. The Participant also warrants that they will agree and sign any waiver form that Cane2Coral require them to sign as a condition of providing the Event to the Participant.

- (e) **(public areas)** all Events are undertaken in public areas. The Participant must not litter, interfere with or otherwise damage the public areas. The Participant is responsible for ensuring that all areas are left how the Participant found them (to their reasonable control). The Participant acknowledges and agrees that it must pay any fines incurred for failure to comply with this clause.
- (f) **(removal)** Cane2Coral reserve the right to revoke any Participant's access and participation in the Event at their absolute discretion for the purpose of ensuring safety or comfort of other Participants, or any other reason that Cane2Coral deem necessary.

## 5 PERFORMANCE OF SERVICES

### 5.1 SERVICES

Cane2Coral will organise, provide and give access to the Participant to the 2023 Cane2Coral Fun Run event held in Bundaberg, Queensland in the manner and with the features described on the Website at the time of entering into this agreement.

### 5.2 KEY DATES AND TIMES

- (a) The Key Dates in relation to the Event are indicative only and are included as a guide for when the Event are expected to be performed.
- (b) Cane2Coral may, due to various reasons beyond its control, need to make reasonable adjustments to the Key Dates and / or Times. Cane2Coral will notify the Participant if more than a 24 hour variation is required.

### 5.3 THIRD PARTY TERMS AND CONDITIONS

- (a) The Participant acknowledges and agrees that the terms & conditions of third party suppliers of goods or services (**Third Party Terms**) may apply to any part of the Event.
- (b) Cane2Coral will endeavour to notify the Participant of Third Party Terms that apply to the Event, in which case:
  - (i) the Participant must immediately notify Cane2Coral if they do not agree to the Third Party Terms; and
  - (ii) if Cane2Coral does not receive a notice in accordance with clause 5.3(b)(i), the Participant will be taken to have accepted those Third Party Terms, and Cane2Coral will not be liable for any loss or damage suffered by the Participant in connection with such Third Party Terms.
- (c) The Participant acknowledges and agrees that if the Participant does not agree to any Third Party Terms, this may affect Cane2Coral's ability to meet Key Dates and / or Times.

## 6 FEES AND PAYMENT

### 6.1 FEES

- (a) The Participant must pay the Fees in the amounts set out on the Website immediately upon entering into this agreement.
- (b) To the maximum extent permitted under the *Competition and Consumer Act 2010* (Cth) any Fees paid in accordance with this agreement are non-refundable.

### 6.2 GST

Unless otherwise indicated, amounts stated on the Website do not include GST. In relation to any GST payable for a taxable supply by Cane2Coral, the Participant must pay the GST subject to Cane2Coral providing a tax invoice.

### 6.3 CARD SURCHARGES

Cane2Coral reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

### 6.4 DONATIONS AND FUNDRAISING

The Event is a charitable event intended to raise money for various charities and profits after covering costs will be donated. If the Participant makes additional donations outside of the Fees, the Participant acknowledges and agrees that these donations will be non-refundable by Cane2Coral.

## 7 CONFIDENTIALITY & PRIVACY

### 7.1 PRIVACY

- (a) The parties must comply with:
  - (i) if applicable, their respective obligations under the Privacy Act 1988 (Cth); and
  - (ii) Cane2Coral's privacy policy as in force from time to time.
- (b) Cane2Coral will keep the Participant informed of any changes to its privacy policy during the Term.

### 7.2 CONFIDENTIAL INFORMATION

The parties will not, during or at any time after the Term, disclose Confidential Information directly or indirectly to any third party, except:

- (a) with the other party's prior written consent;
- (b) as required by Law;
- (c) where required for medical aid or emergency services; and
- (d) to their Personnel on a need to know basis for the purposes of performing its obligations under this agreement (**Additional Disclosees**).

### 7.3 BREACH

If either party becomes aware of a suspected or actual breach of clause 7.2 by that party or an Additional Disclosee, that party will immediately notify the other party and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach. The parties agree that damages may not be a sufficient remedy for a breach of clause 7.2.

### 7.4 PERMITTED USE

A party may only use the Confidential Information of the other party for the purposes of exercising its rights or performing its obligations under this agreement.



**7.5 ADDITIONAL DISCLOSEES**

Each party will ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause 7. Each party will, when requested by the other party, arrange for an Additional Disclosee to execute a document in a form reasonably required by the other party to protect Confidential Information.

**8 PHOTOGRAPHS AND FILM**

- (a) Cane2Coral may take photographs and films of the Participant during the Event and the Participant consents to having their photograph taken and being filmed, including by drone (**Photos**). Cane2Coral and their sponsors may use the Photos without limitation, for example to promote Cane2Coral and the Event including by posting the Photos on their respective websites, social media and other platforms, and the Participant consents to such uses.
- (b) All intellectual property rights (including copyright) in the Photos are immediately assigned to and vest in Cane2Coral as those rights are created, and Cane2Coral grant to the Participant a non-exclusive, royalty free, non-transferable and revocable licence to use the Photos for personal use. If the Participant posts the Photos on social media accounts, Cane2Coral may require that you accredit them.
- (c) Cane2Coral will not be responsible for any photographs, electronic images, audio or video footage captured of the Participant taken by any person who is not an official representative of Cane2Coral.

**9 ACCREDITATIONS**

Unless otherwise agreed in writing, Cane2Coral retains the right to describe the Event and reproduce, publish and display the Event in Cane2Coral's portfolios and websites for the purposes of recognition, and to be credited with authorship of the Event in connection with such uses.

**10 SUBCONTRACTING**

Cane2Coral may subcontract any aspect of providing the Event and the Participant hereby consents to such subcontracting.

**11 WARRANTIES**

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (**ACL**). Under the ACL, the Participant may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

**12 LIABILITY**

- (a) (**Liability**) To the maximum extent permitted by applicable law, Cane2Coral and its sponsors limit all liability in aggregate of all claims to the Participant (and any third parties who encounter the services or goods through the Participant) for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or any goods or services provided by Cane2Coral to the amount paid by the Participant to Cane2Coral.
- (b) (**Indemnity**) The Participant indemnifies Cane2Coral and its sponsors, employees, volunteers, contractors and agents in respect of all liability for any claim(s) by any person (including any third party who encounter the services or goods through the Participant's business) arising from the Participant's or the Participant's:
  - (i) breach of any third party intellectual property rights;
  - (ii) breach of any term of this agreement;
  - (iii) negligent, wilful, fraudulent or criminal act or omission; or

- (iv) use of any Event provided by Cane2Coral.
- (c) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will Cane2Coral and its sponsors be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by Cane2Coral (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

### 13 IF THE PARTIES HAVE A DISPUTE

- (a) If an issue between the parties arises under this agreement that cannot be resolved day-to-day, the parties will make genuine efforts in good faith to participate cooperatively in mediation, at equal shared expense of the parties.
- (b) The parties will conduct mediation through the Australian Disputes Centre (**ADC**) and in accordance with the ADC's Guidelines for Commercial Mediation (as current at the time of the dispute).
- (c) The parties will follow the mediator's recommendations on the extent of mediation required, and when to stop mediation if the issue cannot be resolved.
- (d) If mediation does not resolve the issue, the parties must:
  - (i) if they haven't already done so, engage independent legal representation at their own expense to understand the strength of their arguments; and
  - (ii) based on that advice, if settlement is not achieved, participate in arbitration (or other dispute resolution mechanism agreed in mediation) through the ADC at equal shared expense.
- (e) The parties will follow the binding outcome of arbitration (or other agreed mechanism).
- (f) Either party may at any time during this process make an offer for settlement. The parties acknowledge and agree it is in their best interests to properly consider all genuine settlement offers. The parties will use best endeavours to avoid litigation and reach a prompt settlement.
- (g) The process in this clause does not apply where a party requires an urgent injunction.

### 14 TERMINATION

#### 14.1 TERMINATION FOR CONVENIENCE

- (a) Either party may end this agreement for any reason, by providing notice to the other party.
- (b) This agreement will end immediately on the day the notice is sent (the **End Date**).

#### 14.2 TERMINATION FOR BREACH

- (a) If a party (the **Notifying Party**) considers that the other party is in breach of this agreement (the **Breach**), the Notifying Party may provide a notice to the other party.
- (b) The notice must include the nature and details of the Breach, with reference to the relevant clause/s of this agreement. The Notifying Party may, if it wishes to do so, make suggestions for resolving the Breach.
- (c) The other party will have 10 Business Days (or longer, in the Notifying Party's discretion) to rectify the Breach (the **Rectification Period**).
- (d) After the Rectification Period, the Notifying Party will:
  - (i) if the Breach has been successfully rectified, notify the other party that the agreement will continue; or
  - (ii) if the Breach has not been successfully rectified, notify the other party that this agreement is terminated (**Termination for Breach Notice**).
- (e) Following a Termination for Breach Notice, the parties will stop all work under this agreement unless otherwise agreed.

- (f) Any disputes regarding termination under this clause must be dealt with in accordance with clause 13. The indemnities, warranties and liability caps in clause 12 will apply to any disputes and resulting claims. Any pre-estimated losses in clause 14.1 will not limit or otherwise effect Cane2Coral's rights under this agreement, at law or otherwise in equity; Cane2Coral's losses resulting from the Participant's breach are likely to far exceed its losses resulting from termination for the Participant's convenience.

**14.3 OTHER CONSEQUENCES FOR TERMINATION**

If this agreement ends, in addition to the specific consequences set out in clause 14.1 or 14.2 (as applicable), the parties will:

- (a) return all property to the other party; and
- (b) comply with all obligations that are by their nature intended to survive the end of this agreement.

**15 INCLEMENT WEATHER**

The Participant acknowledges and agrees that if the Event is cancelled due to storm, rain, inclement weather, winds or other weather that creates conditions or safety concerns that reasonably prevent Cane2Coral from holding the Event, that the Participant's Fees will not be refundable.

**16 FORCE MAJEURE**

- (a) A '**Force Majeure Event**' means any occurrence beyond the control of the Affected Party which prevents the Affected Party from performing an obligation under this agreement (other than an obligation to pay money), including any:
  - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
  - (ii) strike or other industrial action;
  - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
  - (iv) decision of a government authority in relation to COVID-19, or other epidemic or pandemic,to the extent the occurrence affects the Affected Party's ability to perform the obligation.
- (b) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
  - (i) reasonable details of the Force Majeure Event; and
  - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (c) Subject to compliance with clause 16(b), the relevant obligation will be suspended during the Force Majeure Event to the extent that the obligation is affected by the Force Majeure Event.
- (d) The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible and resume performing the relevant obligation.

**17 NOTICES**

- (a) Any notices required to be sent under this agreement must be sent via email using the party's email addresses set out on the Website and the email's subject heading must refer to the name and date of this agreement.
- (b) If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.

- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.

## **18 GENERAL**

### **18.1 GOVERNING LAW AND JURISDICTION**

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### **18.2 BUSINESS DAYS**

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

### **18.3 AMENDMENTS**

This agreement may only be amended in accordance with a written agreement between the parties.

### **18.4 WAIVER**

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### **18.5 SEVERANCE**

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

### **18.6 JOINT AND SEVERAL LIABILITY**

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

### **18.7 ASSIGNMENT**

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

### **18.8 COUNTERPARTS**

This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.

### **18.9 COSTS**

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

### **18.10 ENTIRE AGREEMENT**

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

### **18.11 INTERPRETATION**

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or "dollar" is to Australian currency;

- (c) (**gender**) words indicating a gender includes the corresponding words of any other gender;
- (d) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) (**person**) a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) (**party**) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) (**document**) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
- (j) (**includes**) the word “includes” and similar words in any form is not a word of limitation; and
- (k) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

## 19 DEFINITIONS

In these terms and conditions, the following words and phrases have the following meaning:

Term	Meaning
<b>Business Day</b>	A day (other than a Saturday, Sunday or any other day which is a public holiday) on which banks are open for general business in Queensland, Australia.
<b>Confidential Information</b>	Information of, or provided by, a party that is by its nature confidential information, is designated as confidential, or that the recipient of the information knows or ought to know is confidential (including all commercial information exchanged between the parties), but does not include information which is, or becomes, without a breach of confidentiality, public knowledge.
<b>End Date</b>	means July 23, 2023.
<b>Event</b>	means the organisation, provision and access to the 2023 Cane2Coral Fun Run event held in Bundaberg, Queensland and as described on the Website.
<b>Fees</b>	The fees set out on the Website at the time you enter into this agreement.
<b>Intellectual Property Rights</b>	All copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.
<b>Key Dates / Times</b>	The Start Date and End Date, and any other dates and times relating to the Event as set out on the Website.
<b>Laws</b>	Any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where the Event are performed or received and includes any industry codes of conduct.
<b>Personnel</b>	Employees, secondees, agents and subcontractors (who are individuals), including employees and contractors (who are individuals) of subcontractors.
<b>Start Date</b>	means July 23, 2023.
<b>Term</b>	Has the meaning given in clause 2(a).
<b>Website</b>	Means <a href="https://cane2coral.com.au/">https://cane2coral.com.au/</a>