

2027 de Castella Run to Mend Minds

Event Terms & Conditions

de Castella Run | ABN 60 839 171 764

These Terms & Conditions apply to registration for and participation in the 2027 de Castella Run to Mend Minds (the Event).

By registering for, or participating in, the Event, you acknowledge that you have read, understood and agree to these Terms & Conditions.

For the purposes of these Terms & Conditions, Organiser means de Castella Run (ABN 60 839 171 764), its representatives and persons engaged by it to conduct the Event.

1. Participation and Assumption of Risk

I acknowledge that running, walking and participation in an outdoor mass-participation sporting event involve inherent risks.

These risks may include, but are not limited to, falls, collisions, overexertion, dehydration, heat or cold exposure, adverse weather, uneven or slippery surfaces, interaction with vehicles or other road and path users, illness, injury, permanent disability and, in rare circumstances, death.

I voluntarily choose to participate in the Event and accept the risks ordinarily associated with that participation.

I am responsible for determining whether I am medically and physically capable of participating safely and for adequately preparing for the distance and activity I have entered.

If I have any doubt about my ability to participate safely, I should seek appropriate medical advice before participating.

2. Medical Treatment and Emergencies

If I become injured, ill or otherwise require assistance during the Event, I consent to receiving first aid, medical treatment, ambulance transport or other emergency assistance considered reasonably necessary by appropriately qualified personnel or emergency services.

I understand that I am responsible for ambulance, hospital, medical or other costs incurred on my behalf unless otherwise required by law.

The Organiser does not guarantee that particular medical personnel, equipment or services will be available at all locations or at all times during the Event.

3. Event Rules and Participant Conduct

Participants must:

- follow the official Event course;
- comply with reasonable directions given by Event officials, volunteers, police, traffic controllers and emergency services;
- comply with applicable road, shared-path and pedestrian rules;
- display or carry their allocated race bib or other identification as directed;
- not allow another person to participate using their race bib or registration; and
- behave safely and respectfully towards other participants, volunteers, officials and members of the public.

The Organiser may refuse entry to, remove or disqualify a participant where it reasonably considers this necessary for safety, legal, behavioural or operational reasons.

4. Event Capacity and Entries

The Organiser may impose participant limits, close entries, refuse an entry or alter entry categories where reasonably necessary because of capacity, safety, insurance, regulatory, venue or operational requirements.

Entry is not guaranteed until registration has been successfully completed and payment received.

5. Prohibited Items and Activities

Unless expressly authorised by the Organiser, participants must not use bicycles, scooters, skateboards, roller skates or blades, motorised recreational devices, or participate accompanied by pets.

Prams and baby strollers are permitted, subject to any safety instructions issued by the Organiser. Participants using prams or strollers must exercise appropriate care around other participants.

The Organiser may introduce additional safety restrictions where reasonably required.

6. Event Changes, Postponement and Cancellation

The Organiser may modify, postpone, shorten, relocate, suspend or cancel the Event where reasonably necessary because of circumstances beyond its reasonable control or where required to protect participant or public safety.

Such circumstances may include severe weather, fire, flood, natural disaster, public health emergencies, government or emergency-service directions, venue or land-manager requirements, unsafe course conditions or other circumstances making the Event impracticable or unsafe.

Where the Event is cancelled, postponed or materially modified, the Organiser will communicate available options to participants as soon as reasonably practicable.

Except where otherwise required by law, entry fees are non-refundable where cancellation or modification results from circumstances beyond the Organiser's reasonable control.

7. Refunds, Withdrawals and Entry Transfers

Except where otherwise required by law or expressly stated by the Organiser:

- entry fees are non-refundable for change of mind, non-attendance, illness, injury or other personal circumstances;
- registrations may not be transferred to another person except through an official transfer process approved by the Organiser; and
- participants must not sell, give away or permit another person to use their race bib or registration outside that process.

Accurate participant information is important for safety, emergency management, insurance, timing and results.

Nothing in this clause affects any rights a participant may have under the Australian Consumer Law or other applicable legislation.

8. Timing and Results

Where timing services are provided, the Organiser and its timing provider will use reasonable efforts to provide accurate timing and results.

The Organiser does not guarantee uninterrupted or error-free timing and is not responsible for errors arising from technical failure, equipment malfunction, participant misuse of timing equipment or circumstances outside its reasonable control.

The Organiser may correct results where an error is identified.

9. Personal Property

Participants are responsible for their own property before, during and after the Event.

Participants should not bring valuables to the Event unless necessary.

To the extent permitted by law, the Organiser is not responsible for loss, theft or damage to personal property where that loss, theft or damage is not caused by the Organiser's failure to comply with an obligation that cannot lawfully be excluded.

10. Personal Information and Privacy

The Organiser may collect, use and disclose personal information reasonably necessary for the administration and conduct of the Event, including for:

- processing registrations and payments;
- participant communications;
- timing and results;
- participant identification;
- safety and emergency management;
- insurance and regulatory requirements;
- Event photography and media; and
- administration and promotion of the Event and future editions of the Event.

Information may be provided where reasonably necessary to registration and payment providers, timing providers, insurers, medical and emergency personnel, relevant sporting or regulatory bodies, contractors and other service providers involved in conducting the Event.

Personal information will otherwise be handled in accordance with applicable Australian privacy laws.

11. Photography, Video and Event Media

I acknowledge that photographs, video, audio, livestream footage and other recordings may be made at the Event.

By participating in the Event, I consent to the Organiser using photographs, video or recordings in which I appear for legitimate Event-related purposes, including Event reporting, websites, social media, publicity, promotion, sponsor recognition and promotion of future editions of the Event, without payment to me.

Where reasonably practicable, a participant with a particular concern about the use of an identifiable image may contact the Organiser.

12. Participants Under 18

A participant under 18 years of age must be registered by their parent or legal guardian.

By registering a minor, the parent or legal guardian:

- confirms that they have authority to register the minor;
- acknowledges the risks associated with the minor's participation;
- agrees to these Terms & Conditions on behalf of the minor to the extent permitted by law; and
- accepts responsibility for determining whether the minor is medically and physically capable of participating safely.

13. Australian Consumer Law

Nothing in these Terms & Conditions excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or other applicable legislation.

Participation in the Event constitutes the supply of recreational services and is subject to the statutory warning and limitation provisions set out below.

14. Recreational Services - Risk Warning and Limitation of Liability

Participation in running and walking events involves risks of personal injury and, in rare circumstances, death.

To the extent permitted by applicable law, the Organiser excludes, restricts or modifies liability arising from a failure to comply with statutory guarantees in relation to recreational services where the law permits those guarantees or remedies to be excluded, restricted or modified.

This clause does not exclude liability where exclusion is prohibited by law, including applicable protections relating to gross negligence or reckless conduct.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

are rendered with due care and skill; and

are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and

might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2022 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

15. Participant Acknowledgement

By completing my registration, I acknowledge that:

- I have read and understood these Terms & Conditions;
- I understand that participation in the Event involves inherent risks;

- I voluntarily choose to participate;
- I accept responsibility for determining my fitness and ability to participate safely;
- I have read and understood the recreational services warning above; and
- I agree to be bound by these Terms & Conditions.

For a participant under 18 years of age, these acknowledgements must be made by the participant's parent or legal guardian.