Terms & Conditions

de Castella Run to Mend Minds | Sunday 2 May 2027

By registering for and participating in the 2027 de Castella Run to Mend Minds (the "Event"), you acknowledge and agree to the following Terms & Conditions, which constitute an agreement between you and de Castella Run (ABN 60 839 171 764) (the "Organiser").

Electronic Acceptance of Terms and Conditions

By submitting an online entry form and selecting the checkbox confirming acceptance of these Terms & Conditions, you acknowledge that you have read, understood and agreed to the conditions of participation, including the warning and limitation of certain rights under the Australian Consumer Law and Fair Trading Act 2012 (Victoria) set out below. Your electronic acceptance forms part of your agreement with the Organiser.

1. Participation at Your Own Risk

I acknowledge that participating in running and walking events involves inherent risks, including the risk of physical injury, illness, permanent disability or death.

I confirm that I am medically and physically fit to participate in the Event and that I have adequately prepared and trained for participation. I agree to take responsibility for my own health, safety and wellbeing during the Event.

2. Medical Treatment Consent

If I become injured, ill or otherwise require medical assistance during or after the Event, I consent to receiving medical treatment, first aid or transport that may be considered necessary by medical personnel, paramedics or emergency services.

I acknowledge that the Organiser does not guarantee the availability of medical services at the Event.

3. Organiser's Right to Refuse Participation

The Organiser reserves the right to refuse entry to, remove, or prevent any person from participating in the Event where it reasonably considers such action necessary for participant safety, public safety, compliance with laws or directions, inappropriate behaviour, or operational requirements.

4. Event Capacity and Entries

The Organiser reserves the right to refuse any entry, impose entry limits, close entries without notice, or alter participation categories where reasonably necessary due to capacity, safety, insurance, venue or operational requirements.

5. Personal Property

Participants are responsible for all personal belongings brought to the Event.

To the maximum extent permitted by law, the Organiser accepts no responsibility for any loss, theft or damage to personal property before, during or after the Event.

6. Participant Conduct

Participants must follow the official Event course, obey all directions from Event officials, volunteers, police and emergency services, comply with applicable road and pedestrian rules, and behave respectfully toward other participants, volunteers and members of the public.

The Organiser reserves the right to remove any participant whose behaviour is unsafe, abusive, offensive or otherwise inappropriate.

7. Prohibited Items and Activities

For participant safety, bicycles, scooters, skateboards, roller skates or blades, motorised devices and pets are prohibited unless expressly authorised by the Organiser.

Prams and baby strollers are permitted.

8. Event Changes, Cancellation and Force Majeure

The Organiser reserves the right to modify, postpone, shorten, relocate or cancel the Event due to circumstances beyond its reasonable control, including severe weather, fire, flood, public health directions, government restrictions, venue requirements, safety concerns or other force majeure events.

If the Event is cancelled, postponed or modified, entry fees are non-refundable unless otherwise determined by the Organiser, subject always to rights and remedies that cannot lawfully be excluded.

9. Privacy and Personal Information

By registering for the Event, participants consent to the collection, use and disclosure of personal information by the Organiser for purposes related to Event administration, participant safety, emergency management, timing and results, Event communications, photography and media, and future Event promotion.

Participant information may be shared with Event service providers and partners directly involved in the conduct of the Event, including timing providers, Athletics Victoria and emergency services where required.

Personal information will otherwise be handled in accordance with applicable Australian privacy laws and the Event Privacy Policy.

10. Photography, Video and Media Consent

Participants acknowledge that photographs, video recordings, livestream footage and other media may be captured during the Event.

By participating in the Event, participants grant the Organiser a perpetual, worldwide, royalty-free licence to use their image, likeness, name and voice in promotional materials, social media, websites, livestreams, media coverage, sponsor promotions and future Event marketing, without compensation or further notice.

11. Entry Transfers and Refunds

Unless otherwise required by law, entry fees are non-refundable; entries are not transferable between participants except through an official transfer process approved by the Organiser; and participants must not allow another person to use their race bib or registration.

Participants acknowledge that accurate participant information is important for medical, emergency and timing purposes. The Event Refund Policy provides further information.

12. Timing and Results

The Organiser will use reasonable efforts to provide accurate timing and results information but does not guarantee the accuracy or availability of timing services.

To the extent permitted by law, the Organiser accepts no responsibility for technical malfunctions, lost timing data or incorrect results.

13. Children and Minors

Participants under 18 years of age must be registered by a parent or legal guardian, who agrees to these Terms & Conditions on behalf of the minor participant.

The parent or guardian accepts responsibility for the minor participant's participation in the Event.

14. Release and Limitation of Liability

To the maximum extent permitted by law, participation in the Event is entirely at the participant's own risk.

The Organiser, including its owners, employees, volunteers, contractors, sponsors, supporters and associated parties, excludes liability for injury, loss, damage, expense or claims arising out of or in connection with participation in the Event, except where liability cannot lawfully be excluded under Australian law.

Nothing in these Terms & Conditions excludes rights or remedies that cannot lawfully be excluded under the Australian Consumer Law or other applicable legislation.

Warning Under the Australian Consumer Law and Fair Trading Act 2012 (Victoria)

Under the Australian Consumer Law and Fair Trading Act 2012 (Victoria), several statutory guarantees apply to the supply of recreational services.

By registering for the Event, you acknowledge and agree that, to the extent permitted by law, the liability of the Organiser for death or personal injury arising from the supply of recreational services is excluded.

This exclusion does not apply where the death or injury is caused by gross negligence on the part of the Organiser.

Acknowledgement

By completing my registration, I acknowledge that I have carefully read and understood these Terms & Conditions, voluntarily agree to be bound by them, and participate in the Event at my own risk.