



## INFORMATION, WAIVER and TERMS & CONDITIONS

**Have you ever stepped outside your comfort zone? Or simply wanted to make a difference?**

**Goodwill Swing to Save** is Australia's first ever bridge swing. As Australia's latest and most exhilarating charity challenge, **Goodwill Swing to Save** raises much-needed funds for Save the Children's programs in Queensland to help create better lives for children who need it most.

**Goodwill Swing to Save** offers daredevil participants the chance to free-fall then swing across the Brisbane River from the **Goodwill Bridge**.

**Who:** Individuals or teams

**When:** Friday 24 and Saturday 25 October 2014

**Where:** Goodwill Bridge, South Bank, Brisbane

**Costs:** Registration fee \$100 per participant

### Minimum fundraising target of \$500 per person

All funds raised go toward Save the Children's programs in Queensland, which work to provide access to essential education and child protection programs for children who need it most.

### Registration

To register as a team or individual, simply visit [swingtosave.com.au](http://swingtosave.com.au), click on 'Get involved' and follow the prompts. Each participant, whether an individual or in a team, must pay a non-refundable \$100 registration fee (**Registration Fee**) to secure their registration. Once the registration is secured, entrants must meet a minimum fundraising target of \$500 per person for Save the Children Australia, in aid of their work for vulnerable children in Queensland, by 11:59 pm on Friday, 10 October 2014.

### Fundraising dates

Registration closes at 11:59 pm on Friday, 10 October 2014 and all participants have until this time to meet their fundraising target. The minimum fundraising target is \$500 per person.

We encourage you to continue fundraising once you have reached the target. Your fundraising pages remain open until Friday, 27 December 2014 to allow for any late pledges to come through.

### Where your money goes

All proceeds will go towards helping vulnerable children in Queensland through Save the Children Australia's education and child protection programs.

Save the Children Australia's programs run throughout Queensland, and include our Early Childhood Care and Development Program. With trained staff and family support workers, the program provides early learning activities and parenting support for vulnerable families and children under the age of six. The program has been preparing children for kindergarten and school for more than 30 years.

Our Child Protection Programs include our Deadly Blokes and Kids Townsville program ('deadly' means awesome), which aims to build strong relations between Aboriginal and Torres Strait Islander male caregivers and children through the use of music, storytelling, song writing and performance.

### You're in safe hands

The event is supported by the experienced and qualified team from Adventure Out Australia who are experts in adventure events. With more than 33 years' roping experience, the Adventure Out Australia team will assist all participants and will be there every step of the way for support.



## How to register

To register and begin fundraising, simply go to [swingtosave.com.au](http://swingtosave.com.au), click 'Get Involved' and follow the prompts to secure your registration and set up your online fundraising page. You can share this page with all of your friends, family and colleagues and explain what you are doing, your fundraising target, and the webpage can even collect donations – easy!

Once registered, each team or individual will be given a scheduled time to perform their swing. Whilst every effort will be made to provide you with your requested date and time, we are unable to guarantee this. Detailed information is available to all participants and we encourage you to understand the requirements before registering to ensure you understand the obligations of participation. This will ensure the safety and enjoyment of all participants.

## More about Save the Children Australia

Save the Children is one of Australia's largest aid and development agencies dedicated to helping children. We work hard to protect children from harm and help them access quality education and health services. Save the Children was established in 1919 and, as a global organisation, works in 124 countries around the world.

In 1951, Save the Children Australia began running programs in Australia, focusing on health and education for Aboriginal and Torres Strait Islander children. We now have offices in every state and territory in Australia and run education and child protection programs in more than 100 locations.

Save the Children was originally established to support children affected by the first and second world wars. The Queensland division started running programs for Australian children in the 1950s, setting up welfare and preschool centres, and a fund to provide educational grants to Aboriginal children. We continue to support the most vulnerable children, young people and families across the state.

**For more information please visit [savethechildren.org.au](http://savethechildren.org.au)**

@SaveChildrenAus <http://www.twitter.com/savechildrenaus>

facebook.com/SaveTheChildrenAustralia <http://www.facebook.com/savethechildrenaustraliayoutube.com/>

SaveTheChildrenAus <http://www.youtube.com/savethechildrenaus>

## TERMS & CONDITIONS

### Who can participate

1. Participants must be at least 16 years of age on 24 or 25 October 2014.
2. To become a participant, persons that are currently at least 18 years of age must, by 11:59 pm on 10 October 2014, complete and submit to Save the Children Australia his/her online Event Registration Form and Waiver, and pay the Registration Fee (per participant).
3. To become a participant, each person that is not currently 18 years of age must obtain their parent or guardian's consent. Upon registration and payment of the Registration Fee, participants under the age of 18 will be sent a copy of this Terms & Conditions and Waiver document and a Parent/Guardian Consent Form. The Parent/Guardian Consent Form must be executed by the person's parent or guardian and returned to Save the Children Australia before the participant begins fundraising. By signing the Parent/Guardian Consent Form, the participant's parent or guardian agrees to be bound by these Terms & Conditions and Waiver. The participant's parent or guardian who executed the Parent/Guardian Consent Form is also required to attend on the day of the abseil, and by signing and returning the Parent/Guardian Consent Form indicates their agreement to do so.
4. Individuals with documented illness, injuries to knees, feet or back should obtain medical clearance from their doctor before participating.



## Fundraising

5. State legislation prevents fundraisers from collecting money door-to-door or in public places such as shopping centres and leisure centres unless prior permission is granted.
6. Save the Children Australia must be consulted prior to participants contacting, or responding to contact from, media outlets in relation to their participation in the Event. All media relations in relation to the Event or the participants' fundraising must be approved by Save the Children Australia prior to publication.
7. Participants are not agents or employees of Save the Children Australia; all fundraising activities and related events are undertaken at participants' own risk. Save the Children Australia will not be held responsible for any injury, damage or loss sustained during the Event or any fundraising or other activity associated with the Event.
8. Participants may only use the name of Save the Children Australia to fundraise in relation to the Event that they are participating in.
9. Participants may only use approved logos, taglines, names and quotes provided by Save the Children Australia, as stated in its fundraising guidelines, which are located on the website or will be provided upon request. Any variation of Save the Children Australia's intellectual property requires prior written permission from Save the Children Australia.
10. While Save the Children Australia's website provides advice and information regarding general fundraising, it remains the responsibility of the participant to ensure they comply with relevant Australian and state-based legislation. Participants should note that activities such as lotteries, raffles and other games of chance may be identified as gaming in some states. It is the responsibility of the participant to ensure all relevant legislation is complied with in relation to all activities undertaken in association with the Event. Registration for the Event does not constitute a fundraising or gaming license.
11. Participants must notify their donors that in the event they do not complete the Event, for whatever reason, funds raised will still be received by Save the Children Australia and are not refundable.
12. Participants are required to have met their minimum fundraising target of \$500 by 11:59 pm Friday, 10 October 2014. Save the Children Australia reserves the right to cancel the registration of any participant/s who has not met their fundraising obligation to enable anyone on the waitlist the opportunity to participate.
13. Save the Children Australia will communicate by email with participants on a regular basis from the time of registration until the completion of the event. These communications enable the Event Manager to keep participants updated with all important information relating to the event including but not limited to, fundraising tips, roster schedules, Save the Children Australia program information, general tips and hints etc.

In addition to regular email updates, participants may also receive an sms and/or support telephone call from Save the Children Australia to discuss that participant's/team's fundraising target, methods of fundraising, support and anything relating to your participation in the event.

14. In the event that Save the Children Australia is unable to contact a participant by each method of communication, that participant's registration may be cancelled in Save the Children Australia's absolute discretion.
15. All proceeds from any fundraising activity must be directed to Save the Children Australia. This may be done through Go Fundraise or directly into the bank account provided upon registration.

Save the Children Australia is a Deductible Gift Recipient (DGR) organisation, and as such donations of \$2 or greater are tax deductible. A tax deductible receipt may be issued by Save the Children Australia to each donor who has provided a donation in support of the Event for the project cost component only, upon receipt of donors' information and donation. It is the responsibility of the participant to provide Save the Children Australia with sufficient details in order for Save the Children Australia to issue a tax-deductible receipt. Neither participants nor agents acting on behalf of the participant



are able to issue tax deductible receipts. Entrants must supply the full name, address and phone number of donors who require a receipt. This can be done by completing and returning the Goodwill Swing to Save Manual Donation Form. If supported by a business, the business name and a contact person must be supplied.

Legislation prohibits Save the Children Australia from issuing tax deductible receipts in circumstances in which the payment of proceeds result in a benefit to the donor, such as receiving goods or services for the payment of proceeds. This includes, but is not limited to: venue entrance fees to a performance or concert, sausage sizzles, movie nights, bake sales etc. It is the responsibility of the participants to ensure that donors are clearly informed whether their proceeds are eligible for tax deductibility. Save the Children Australia reserves the right to refuse issue of a tax deductible receipt for proceeds raised.

through an activity that is ineligible for tax deductibility. A receipt of money may still be issued that states that the proceeds are ineligible for tax deductibility.

### **Risks, hazards and dangers**

16. By registering for the Event, I agree that:

- a. I am physically fit and confirm that Save the Children Australia, its employees, volunteers, contractors, agents and successors in title have not provided me with medical advice regarding my participation in the Event and are not responsible for providing me with such medical advice.
- b. At all times during the Event, I will comply with the Event rules and all of Save the Children Australia and Adventure Out Australia's reasonable instructions regarding the Event, the swing and related activities;
- c. I will not take any legal or illegal substance before or during the Event that may affect my judgment or physical response during the Event;
- d. I am aware that, during the Event and/or any training for the Event, I may be exposed to certain risks, hazards and dangers including but not limited to:
  - i. physical exertion to which I may not be accustomed;
  - ii. extremes of weather and temperature including sudden and unexpected change;
  - iii. the risks, hazards and dangers associated with an event of this nature;
  - iv. the risks, hazards and dangers of participating in activities in water and on public roads;
  - v. the possibility of accident, injury or illness;
  - vi. difficulties of evacuation if I am injured or disabled;
- e. The enjoyment and excitement of the Event is derived in part from the strenuous physical exertion incurred by me performing the Event and that the risks, hazards and dangers of the Event may exceed those that I commonly accept at work or at home;
- f. In the event that I suffer an injury or illness whilst performing the Event, each of Save the Children Australia, Adventure Out Australia and their respective employees, contractors and agents have my consent to administer first aid to me, and further, may arrange such medical treatment and emergency evacuation procedures as they consider necessary for my safety.

17. I agree that, to the extent permitted by law, Save the Children Australia, Adventure Out Australia, Event sponsors, Event producers, landowners, volunteers, community organisations and all state, federal and local government authorities with responsibility for the location in which the Event may be staged, and their respective employees, contractors, agents and successors in title (Indemnified Parties) exclude all liability in respect of the following:



- a. physical or psychological injury or disease (including aggravation or any such injury);
  - b. death; and
  - c. that the Event will be conducted or provided with due care and skill, will (or might reasonably be expected to) achieve a particular result, or will be supplied, completed or conducted within a reasonable time or at all.
18. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, I:
- a. release and forever discharge the Indemnified Parties, to the maximum extent permitted by law, from any and all liability for personal injury, death, disability, property damage, loss or theft and all other loss, damage or liability whatsoever and however occurring which I or any other person may suffer as a result or in connection with, directly or indirectly, my participation in the Event or any training for the Event and I waive all my rights, claims, actions or suits against the Indemnified Parties which but for the agreement to these Terms & Conditions and Waiver by registering for the Event, may have had against the Indemnified Parties or any of them now or in the future;
  - b. indemnify or hold harmless and will keep indemnified each of the Indemnified Parties whatever or howsoever caused which may be brought against them or any of them which arises in connection with my participation in the Event or any training for the Event.
19. Without limiting the above, to the maximum extent permitted by law, I release the Indemnified Parties from all liability for:
- a. any consequential loss; and
  - b. any economic loss, suffered or incurred by me or any other person arising out of or in connection with my participation in the Event and/or training for the Event.
20. Nothing in this document prevents the Indemnified Parties from relying on any laws (including statutes and common law) that limit or preclude their liability.
21. Nothing in this document excludes any term or guarantee which, under statute, cannot be excluded however the liability of the Indemnified Parties is limited to the minimum liability allowable by law. In particular, I understand that I may have rights under consumer guarantees set out in the Australian Consumer Law.

### Privacy

22. I grant each of Save the Children Australia, and Adventure Out Australia and their respective employees, contractors, agents and successors in title authority to use any photograph, film or film likeness of me taken during the Event or related activities for Save the Children Australia's, and Adventure Out Australia's promotion and advertising of the Event and other similar events on the condition that those photographs are not sold to any third party. Any photographs used outside of Save the Children Australia and Adventure Out Australia must receive written approval from both Save the Children Australia and Adventure Out Australia.

### Agreement

23. I enter into this agreement of my own free will.

By ticking or clicking this box [on the online form at [swing2014.gofundraise.com.au](http://swing2014.gofundraise.com.au)] I confirm that I have read, understood and agreed to the Event's Terms and Conditions and those of Adventure Out Australia; and agree that my online confirmation and Waiver shall be binding upon me, the participant and the participant's heirs, executors, assigns and next of kin.

### Background

24. The Charitable Fundraiser ("Event") is an event with the purpose of raising funds for Save the Children Australia.
25. In respect of the Event:



- a. Save the Children Australia markets the Event and collects information and monies fundraised;
- b. STARGAP Pty Ltd t/a as Adventure Out Australia) provides all equipment for and personnel to instruct and manage the Event's roping activities.

26. The persons that submit a Registration Form for the Event and satisfy all of the Event's Terms and Conditions expressed in conditions 1 to 36 and Waiver, are referred to herein as "participants".

#### **Event date and location**

27. Subject to condition 22, the Event will take place on Friday 24 and Saturday 25 October 2014, between 7.00 am and 5.00 pm (Queensland time) at the Goodwill Bridge, South Bank Brisbane.
28. On or before Wednesday 8 October, each participant will be notified by phone or email ("Notice 1") of:
  - a. the time on 24 or 25 October 2014 that s/he is to attend the Event's registration booth;
  - b. the location of the Event's registration booth;
  - c. the time on 24 or 25 October 2014 that s/he will commence the Event's training.
29. If for any reason Save the Children Australia or Adventure Out Australia considers that it is unsafe for the Event to commence or continue, Adventure Out Australia may at any time, at their complete discretion:
  - a. postpone part or all of the Event to 26 or 27 October 2014;
  - b. cancel the Event; or
  - c. prevent a participant from performing the Event's training and/or activities.
30. Further, if the Event is postponed to 26 or 27 October 2014 and for any reason Adventure Out Australia considers that, on 26 or 27 October 2014, it is unsafe for the Event to commence or continue, Adventure Out Australia may at any time at their complete discretion:
  - a. cancel the Event; or
  - b. prevent a participant from performing the Event's training and/or activities.
31. If the Event is postponed to 26 or 27 October 2014, each participant will be notified by phone or email ("Notice 2") of:
  - a. the time on 26 or 27 October 2014 that s/he is to attend the Event's registration booth;
  - b. the location of the Event's registration booth;
  - c. the time on 26 or 27 October 2014 that s/he will commence the Event's training.
32. If the Event is postponed or cancelled further than 26 or 27 October 2014, or participants are prevented from performing the Event's activities, none of:
  - a. the participants; or
  - b. the persons that have pledged or paid donations to Save the Children Australia or participants by reason of the Event are entitled to a refund of any pledged or paid donation(s).
33. Each participant and, if it is necessary to satisfy condition 3 his/her authorised parent or legal guardian, must:
  - a. present to the Event's registration booth at the time and date specified in Notice 1 and, if applicable, Notice 2;





- b. have previously completed, signed and/or submitted an online Event Registration Form and/or Parent/Guardian Consent Form;
- c. upon satisfying conditions 29 (a) and (b), complete the Event's preliminaries as determined by Adventure Out Australia prior to participating in the Event.

34. A participant's failure to comply with condition 29 will render the participant ineligible to participate in the Event.

35. If a participant is by reason of condition 29 ineligible to participate in all or any part of the Event, neither the participant nor the persons that have pledged or paid donations to Save the Children Australia or the participant pursuant to the Event are entitled to a refund of any pledged or paid donation(s).

#### **Eligibility for the abseil**

- 36. Once a participant's registration is confirmed, she/he must, by 11:59 pm on 10 October 2014, fundraise for and, pay to Save the Children Australia a minimum of \$500.
- 37. Once a team has submitted to Save the Children Australia its Event Team Registration Form, it must by 11:59 pm on 10 October 2014, fundraise for and pay to Save the Children Australia a minimum of \$500 per team member. Save the Children Australia may in its absolute discretion deem the minimum fundraising threshold to be reached if an individual participant has fundraised less than \$500 but the team's total collectively equals \$500 per team participant.
- 38. Only participants who pay to Save the Children the minimum target of \$500 (per participant if in a team) are, subject to these terms and conditions, guaranteed to participate in the event.
- 39. Any participant or team that fails to fundraise and pay to Save the Children Australia the minimum target of \$500 per participant by 11:59 pm on 10 October 2014 may be permitted to participate in the abseil by Save the Children Australia in its sole and absolute discretion.
- 40. Participants are encouraged to continue fundraising until Friday 27 December 2014.