



**The Fred Hollows
Foundation**

Sydney Harbour Hike – Terms & Conditions and Participant Waiver

By registering for the Sydney Harbour Hike (“Event”) the participant or the parent/guardian of a participant under 18 (“you/yours”), acknowledge and agree that you are entering into an agreement with the organiser, The Fred Hollows Foundation (ACN 070 556 642) (“The Foundation”), of Sydney Harbour Hike (“Event”), and agree to be bound by these Terms and Conditions.

Sydney Harbour Hike involves walking, hiking or running approximately 34km within 12 hours and includes a fundraising component to help fight avoidable blindness supporting the work of The Fred Hollows Foundation. Participants may want to seek professional advice from a medical practitioner before signing up and participant in this hiking challenge.

Any participant under the age of 18 must have a parent/guardian listed on the website and tick the box confirming their acceptance of these terms and conditions on behalf of the participant.

Note: Children under 16 years of age are not permitted to register for the Event.

A) Entry Fees

- To participate in the Sydney Harbour Hike your entry fee for Early Bird is \$85 and General Admission is \$100 (incl GST). Children under 18 years participate free of charge but must be registered. All registration fees are non-refundable, with exception outlined under Point C, Covid-19. Entry fees are not a donation to The Fred Hollows Foundation and are not tax-deductible.
- Your registration fee helps cover the costs of running this event. This includes insurance, logistics, signage, traffic management, toilets, first-aid, security, your bib number, finisher medal, timing and more.
- We encourage everyone to make their walk count by fundraising for The Foundation. As little as \$25 can help restore sight to a needlessly blind person and all donations over \$2 are tax-deductible for Australian taxpayers.

B) Cancellation or Postponement

- You understand and acknowledge that The Foundation or Sydney Harbour Hike may be required to change the format or other logistical elements of the Event if the venue, police or other relevant authority directs it to do so, or if The Foundation deems that for reasons of safety the Event should be so changed.
- You agree that if The Foundation cancels the Event due to circumstances beyond its control, including but not limited to storms, high winds, epidemics or pandemics (e.g. CV-19), or unavailability of the venue for whatever reason, refund of your registration fee is at the discretion of The Foundation. See C, Covid-19.
- You understand that The Foundation reserves the right to refuse a potential participant’s registration or cancel a participant’s registration for any reason whatsoever. Such reasons may include not following reasonable direction of Event officials or not abiding by the Event guidelines as outlined on this website.
- You understand that if you withdraw from the Event at any time including on the day of the Event, no refund of your registration fee is available except in limited circumstances approved by The Foundation and outlined in Point C, Covid-19 below.
- You understand that you may transfer your registration to another person at any time prior to the Event Day, using the official transfer form. All financial arrangements related to such a transfer are to be

managed solely by you and the person to whom you are transferring the registration. You agree to advise The Foundation of the details of any transfer of registration as soon as possible.

- You understand that you may NOT give your participant bib to another walker, without completing and submitting the official transfer form. This is particularly important due to emergency contact and medical history information that could affect any required treatment and for the safety of all other participants. Should someone other than the registered walker wear their allocated bib, that participant will forfeit any claim to insurance cover and prizes. Guidelines on transfer of registrations can be found on the Event Info page.

C) Covid-19

- We understand the uncertainty around any mass event in the current circumstances. Please be assured that The Foundation is monitoring the situation closely and will ensure all regulations in regards of Covid-19 and the safety of all parties of the Event are adhered to.
- We will implement social distancing rules and make sure proper hand wash and sanitising set-ups are available at all event facilities.
- We are hopeful that by Event Day the circumstances and Government guidelines will be much clearer in regards of hosting outdoors events. The Fred Hollows Foundation is in constant contact with the councils involved and we will keep all participants informed about any changes.
- Should the event be cancelled, we will in a first instance try to postpone to a back-up date.
- In case of a cancellation due to Covid-19, we offer all registered participants the following three options:
 - Transfer the current entry to the new event date to be advised.
 - Option to donate the entry fee to The Foundation as a tax-deductible gift to help restore sight.
 - Claim a refund of the entry fee less \$20 administration fee. Please note that parts of your entry fee have already been used to prepare this event (payments for council permits, organising logistics), therefore your refund claim may be delayed, however we endeavour to process all claims within 7-10 business days of receiving your claim.
- You agree that should you feel unwell you will NOT attend the Event and you STAY AT HOME. Anyone displaying any symptoms of illness of any kind will be required to leave the Event immediately. Anyone supplying a medical certificate after being asked to leave the Event on Event Day, can claim a refund of their entry fee, less \$20 administration fee.
- All participants and any potential support crew are required to download the official government COVIDSafe app as well as the Sydney Harbour Hike app.
- Prior the start all participants are required to register by scanning the NSW Covid Safe code provided.

D) Weather

The weather in October in Sydney is warm and sunny with an average daytime temperature of 18°C - heating up to 22°C at the hottest part of the day. Average sunshine hours 9 hrs and average 13 days of rainfall in October.

- Sunrise/Sunset: Sat, 15 October 2022 - Sunrise: 06:14 am and Sunset: 07:08pm
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E) Risk & Responsibility

- The Participant acknowledges and agrees that distance walking or running can be dangerous and that they participate in the Event at their own risk. The risks associated with participating in Sydney Harbour Hike include but are not limited to the risk that:
 - The Participant may suffer harm from physical exertion.
 - The Participant may be involved in a collision with other people, animals or vehicles.
 - The Participant may fall and injure themselves.
 - The Participant may suffer from the effects of heat, cold, wind, rain and other weather conditions.
 - The Participant may get lost.
- Each of these risks may result in the Participant suffering harm including but not limited to death, physical or mental injury, disability, property damage and economic loss. There may be other risks to which

the Participant may be exposed, including injury caused to other parties or damage caused to the property of other parties.

- The participant is responsible for ensuring that they have adequately and appropriately prepared both physically and mentally for the Event and by entering the Event, the Participant warrants that they have done so and are not aware of any illness, injury, physical disability or impairment which may cause them injury or death during the Event period. If the Participant has any health issues or doubts prior to or during the Event, the Participant warrants that they will immediately seek appropriate medical advice.
- If, during the Event, the Participant becomes ill or is injured, the Participant warrants that they will cease participation in the Event and they will seek immediately the advice of a medical professional.
- Participants consent to receiving any medical treatment deemed necessary by The Foundation and/or Sydney Harbour Hike in the event of illness or injury during the Event and you accept the responsibility for the cost of any such medical treatment.
- You acknowledge and accept that there is a real risk of serious harm, injury or death inherent in participating in the Event and that you are voluntarily accept those risks.
- You acknowledge the Event personnel have the authority to direct you to remove yourself from the Event should they deem it necessary for your safety or the safety of others, and you agree to respect any such direction.
- You agree to abide by any instructions or directions given to you by any of the Event organisers, officials, volunteers or The Foundation's personnel.
- You accept full responsibility for any property you bring to the Event and release Those Released from any liability for any loss or damage to any such property.
- Whilst The Foundation and Sydney Harbour Hike may provide water station at various points of the Event, it is entirely your responsibility to remain hydrated throughout the Event using a hydration pack or carrying a water bottle.
- You will use your best efforts to avoid or minimise the risks to yourself when participating in the Event and you will practise social distancing during the entire length of the Event
- You agree to The Foundation collecting, storing and processing your information for the purpose of conducting the Event, and providing you with other information related to The Foundation. You consent to The Foundation disclosing your information to third parties connected with the Event such as Event management personnel and technical services, only for the purpose of the provision of services related to the Event.
- You agree to The Foundation conducting any security and medical checks reasonably necessary prior to the commencement of the Event.
- You agree that if you are the parent or guardian of a participant under the age of 18, you must arrange for appropriate supervision whilst they are participating in the event.

F) Conservation

- The Fred Hollows Foundation and Sydney Harbour Hike support the conservation of our coastline. Please DO NOT walk on sand dunes or vegetation unless it is part of the marked route. The entire walk of Sydney Harbour Hike is on public land with the vast majority on well-maintained and well-marked bush walking tracks. We recommend participants to use rubber stoppers on their Trekking Poles. The Sydney Harbour Hike is a no-cup event and all participants are required to carry their own hydration pack or water bottle.
- All participants must agree to the 'Leave NO Trace' principle and agree to carrying all rubbish out with them or disposing of their rubbish at an appropriate recycling or rubbish bin.
- The Foundation and Sydney Harbour Hike acknowledges and respects the traditional custodians of the lands on which we live, learn, work and walk.

G) Registration

- Register online until close of registration. There will be NO REGISTRATION POSSIBLE ON THE EVENT DAY.
- All participants must be 16 years old or over.

- A team captain is able to registers a team and nominates other team members. Each participant must pay a non-refundable, non-tax-deductible individual registration fee, unless aged under 18 of years, in which case the entry is free. The registration fee does not apply toward your fundraising commitment. The team captain is able to pay for all or some of the team members registration at time of team registration.
- ALL participants MUST have accepted this Terms & Condition and Waiver at time of registration.
- Any participant who is under the age of 18, must at all times be accompanied by their parent or guardian. In the event that a participant under 18 years of age is not accompanied by a guardian, Sydney Harbour Hike reserves the right to refuse entry or ask them to leave the course and withdraw from the Event.
- The parent or guardian of a participant under the age of 18 signs and accepts these terms and conditions and agrees to them on behalf of the child and all references to 'I' and 'me' refer to the child and their parent or guardian. I hereby waive, release and discharge (to the extent of the law) each and every claim for which I or the underage participant may have as a result of death, injury, damage or loss of any description which is sustained as a result of his/her participation in the event. This release continues forever and binds the participant/s heirs, executors, representatives and assigns and may be pleaded as a bar to any action, claim, demand or suit or legal proceedings.
- By accepting this T&C and waiver, participants and their parent or guardian acknowledge that the event may involve underage participants and warrant they are not a person recorded on the Australian Child Offender Register.

H) Transfer of Registration

- You are allowed to transfer your entry to someone else. You need to inform us about your withdrawal and send us the name, email and phone details of your replacement. This is important for the safety of the person who will take your spot in the event!
- Once you have informed us about your withdrawal, we will contact the new participant who will need to fill-in an entry transfer form and we will arrange their full registration on-line and withdraw your entry from the Event.
- Please note that your own fundraising tally at the time of your withdrawal cannot be transferred to your replacement and any entry fee transfer has to be arranged between you and your replacement, and does not involve the Sydney Harbour Hike organisers.
- Cut-off date for all on-line entry transfers is 1st October. Due to Covid-19 safety procedures there will be very LIMITED ENTRY TRANSFER ALLOWED ON EVENT DAY! For any questions, please [email](#) or call us on 1800 627 892.

I) Event

- Sydney Harbour Hike offers two approximately 34km hiking events starting at two locations, Manly Beach and Bondi Beach, start times 7:00 am. There will be two intermediate check-points at intervals of approximately 11km each along both routes. Both events will terminate at the north side of the Sydney Harbour Bridge.
- The Event time limit is 12 hours.
- Sydney Harbour Hike recommends you hike with someone else if possible. Minor must be accompanied by their parent or guardian at all times. All participants are required to stay on the marked route and/or follow the route on the app. Any participants not following the route will not be included in the official results.
- Each participant will have to wear a bib with integrated timing chip. This chip will record the time of each participant. This is important information for the organisers to track your progress along the route. All participants must check-in and cross the timing strip at each Checkpoint to be eligible for official placing.
- All participants will have to show at the start that they have downloaded and activated the official government COVIDSafe app as well as the Sydney Harbour Hike Event app
- Each Checkpoint has a cut-off time and if a participant fails to reach the checkpoint in time they will be asked to withdraw from the Event.
- We ask all participants to respect residential areas they pass through and keep noise level at a low level.

- You agree to The Foundation conducting any security checks reasonably necessary prior to the commencement of the Event.
- You accept responsibility for reading and understanding the Terms and Conditions and any rules and regulations of the Event as notified to you.
- You agree to abide by any instructions or directions given to you by any of the Event organisers, officials, volunteers or other event personnel.
- You acknowledge that Event personnel have the authority to direct you to remove yourself from the Event should they deem it necessary for your safety or the safety of others, and you agree to respect any such direction.
- You accept full responsibility for any property you bring to the Event and release Those Released from any liability for any loss or damage to any such property.
- Whilst The Foundation will be providing water stations at various points of the Event, it is entirely your responsibility to remain hydrated throughout the Event. You acknowledge that you have to bring and carry your own water bottle for this event.
- You agree that if you are the parent or guardian of a participant under the age of 18, you must accompany participant under the age of 18 for the duration of the event.
- You agree to sign-in using the NSW Covid Safe QR Code on event day, prior the start.

J) Routes

- The course will be marked for Event Day as best as possible. Participants can also use the yellow Bondi to Manly markers to keep on the Event track. It is worthwhile training on the route in advance if possible. The entire Sydney Harbour Hike is on coastal tracks and suburban pathways. They are NOT remote and navigation is not difficult.
- By downloading the Sydney Harbour Hike App you will be able to follow the track and know where you are at any given time.
- All participants are required to stay within 200m of the marked and designate route during the entire event time.

K) Safety

- For safety purposes it is recommended to hike with another person.
- If you are withdrawing from Event along the route other than at a Checkpoint you MUST contact the Sydney Harbour Hike organisers (contact number will be on your bib) immediately. Failure to do so means we will send out a search party for you, which could involve costs charged to you.
- If you get injured, wait for the next participant and/or Event First Aid Team to assist. If you have a non-urgent medical issue, please contact the First Aid Team (contact number will be on your bib) and they will assist.
- In case of an emergency (e.g. serious injury, breathing difficulty) you must call 000.
- All participants MUST wear the Event bibs, visible from the front, for the duration of the Event.
- Due to Council regulations hikers are required to wear a Hi Vis Vest with reflective strips, when crossing and walking along roads.
- You MUST also carry a fully charged mobile phone and have the Sydney Harbour Hike and COVIDSafe Apps downloaded on your phone.
- No mingling in large groups prior to the start. Please maintain a Covid-19 safe distance from others at all times.
- Participants are requested to depart the finishing area as soon as practicable after the completion of their race.
- You should carry a basic First Aid Kit including, but not limited to: a triangular bandage, a pressure bandage, a space blanket, Band-Aids and blister protection tape and any personal medication required such as Panadol.

- You should carry a small day pack and aim to be self-sufficient for the duration of the event, topping up food and water en-route as required. Make sure you have plenty of water and appropriate clothing for any weather.
- You MUST be able to carry a minimum of 500 ml of water with you at all the time. You may purchase refreshments en-route or refill your bottle at any public water fountains along the course.
- We recommend that all participants have Ambulance Cover and Personal Accident Insurance to cover any unforeseen personal costs you may incur. The Foundation and Sydney Harbour Hike have public liability insurance cover for the Event, which does NOT include Personal Accident Insurance for entrants.
- You understand and accept that the medical history and personal information collected as part of the registration process for this event will be collected, stored securely and will be made available to the event medical and first aid staff. It will only be used to help event staff look after you if you need help and care. If you are evacuated from the Event by Emergency Services a copy of your background information plus any new data entered by Event staff will be supplied to the Emergency Services staff to enable your continued care. The parent or guardian of a participant under 18 years gives consent for each participant's data to be collected, stored and shared per the above statement.
- If the event organisers, deem the course unsafe (for example by reason of heavy rain, high winds, 'acts of god', Government intervention) we may, at our sole discretion, re-route the course, find an alternative shortened course or cancel the event.
- If the event is cancelled, re-routed or shortened, there will be no refund of registration fees or fundraising monies unless otherwise outlined in these Terms & Conditions under Point C, Covid-19
- While every effort has been made to make Sydney Harbour Hike safe for participants on or near roads, all normal pedestrian road rules apply. Please use your common sense and always use a footpath if one is available. Refer to the local roads or traffic authority for their guidelines – <https://www.service.nsw.gov.au/nswgovdirectory/roads-and-maritime-services>

L) Fundraising

- You understand that by registering for the Event, you pledge to raise funds in support of The Fred Hollows Foundation's work to end avoidable blindness.
- All fundraising conducted for this Event comes under The Foundation's authority to fundraise in the respective State or Territory in Australia and you agree to be bound by the relevant state fundraising legislation and abide by The Foundation's guidelines on fundraising as outlined on its website.
- Refunds of donations – The Foundation is happy to refund a donation made in error or transfer to the appropriate participant. If you wish to request a refund, please contact The Foundation using the [Contact Us](#) section of the website.
- There is NO minimum or mandatory fundraising component for this Event, as we believe by signing up for this challenge, you are motivated to help The Fred Hollows Foundation's cause to restore sight to needlessly blind people.
- Our goal is to encourage you to raise enough money to restore sight to at least 20 blind people. \$25 can restore sight to one needlessly blind person and \$500 will help The Foundation to change lives forever.
- You understand that the registration fee for the Event does not form part of the fundraising amount and is non-refundable and non-tax deductible.

M) Rewards

- Rewards will be offered to the Event participants for achieving various levels of fundraising goals. Details for these can be found on the Sydney Harbour Hike website.
- Prizes will also be awarded to the first individual male and female participant across the finish line.
- Certificates of Achievement signed by Gabi Hollows AO will be emailed to all participants post event.
- 'Timing strips' on the back of participant bib will determine finish times. The times will be available on event day and links to the official timing website will be available two days after the event. Organisers will not enter into disputes regarding official times recorded.

- Prize descriptions will be included on the Prizes Page of the website at least two months prior to the event. Prize winners will be notified via email within two weeks of the event.

N) Support Crew

- There is no requirement (or need) to have a support crew for this Event, however, should a participant call on crew to assist it is important that the hiker stays within 200m of the designated route to receive support.
- Support crew must not transport hikers along the route during the event, especially in a medical emergency. Failure to do so will result in disqualification from the Event. It is recommended that Support Crew meet the hiker at or near-by the two designated checkpoints along the route.
- Support Crew must comply with all instructions from event personal however event organisers are not responsible for the safety or whereabouts of Support Crew. Support Crew must obey all traffic rules and drive within the speed limits.
- You also acknowledge that you are responsible for all your personal possessions and equipment during the Event

O) Media & Publication

- You agree not to use the intellectual property of The Foundation, Sydney Harbour Hike or Bondi to Manly Walk, including but not limited to logos and trademarks, except with the prior written consent of the relevant owner of the intellectual property.
- You give permission for The Foundation to use your image, voice, statements and name in any media representation before and after the Event and you understand that no compensation is payable to you for the use of your image, voice, statement and/or name.
- You acknowledge that The Foundation takes the protection of your privacy seriously and that you have a right to request The Foundation not to use or to remove your image, voice, statement and/or name from any media or publication. For further information, please see The Foundation's privacy policy as outlined on this website.

P) Content & Data

- The Participant agrees that while The Foundation will provide access to a mobile application to record the participants progress in good faith, it cannot be held responsible for the loss of data which may eventuate from the application itself or in transmission between the application and the Event's website.
- You give permission for The Foundation to use your image, voice, statements and name in any media representation before and after your Fundraising Event and you understand that no compensation is payable to you for the use of your image
- You acknowledge that The Foundation takes the protection of your privacy seriously and that you have a right to request The Foundation not to use or to remove your image, voice, statement and/or name from any media or publication. For further information, please see The Foundation's privacy policy as outlined on this website.
- The Foundation does not claim ownership of content the Participant may submit or make available for inclusion on their fundraising page or on social media. However, with respect to content the Participant submits, the Participant grants The Foundation a worldwide, perpetual, irrevocable, royalty-free and non-exclusive licence, as applicable, to use, distribute, reproduce, modify, adapt, publicly perform and publicly display and otherwise exploit such content for the purposes of promoting Sydney Harbour Hike event.
- Any content a participant post to the website (e.g. photos and videos) is the participants responsibility, and they must make sure that they have the necessary rights to post that content (e.g. by obtaining permission of copyright owners if necessary).
- The Foundation reserves the right to delete any content posted, which violates someone else's right, is hateful, threatening, pornographic or violent or otherwise violates the law.

Q) Waiver, Release, Indemnity & Liability Exclusions

- The Participant fully releases The Fred Hollows Foundation and Sydney Harbour Hike including the Bondi to Manly Walk Supporters (ABN 42 913 243 569) and all their directors, officers, employees, representatives, volunteers, sponsors, contractors and subcontractors (individually and together the “Those Released”) from all claims (including those arising out of negligence), loss, damage, liability, cost and expense arising out of the Participant’s participation in the Event and the Participant indemnifies Those Indemnified against any claim (including but not limited to those arising in negligence), loss, damage, liability, cost and expense that may be incurred or sustained by Those Indemnified in connection with any act, matter or thing done, permitted or omitted to be done by the Participant or which was in any way connected with the Participant’s involvement in the Event.
- Nothing in these terms and conditions excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law (“ACL”) which cannot lawfully be excluded, restricted or modified.
- You acknowledge that the Event is a ‘recreational service’ as defined in the Competition and Consumer Act 2010 and any liability of The Foundation arising out of the failure by The Foundation, its employees or volunteers to comply with any consumer guarantees under the Act is excluded to the maximum extent permitted by that Act. You acknowledge that you read and understood the Sydney Harbour Hike Terms & Conditions and you further acknowledge that you are of lawful age and legally competent to sign this Waiver agreement.

For further information of The Fred Hollows Foundation’s Privacy Policy as well as it’s Safeguarding People Policy please refer to <https://www.hollows.org/au/safeguarding-and-policies>
