

Urban Quest Pty Ltd

Insomnia Race

TERMS AND CONDITIONS

1. I acknowledge that I have promised and represented to Urban Quest Pty Ltd ACN 604 274 099 as trustee for the Urban Quest Trust (“Urban Quest”) that I am physically fit and able to participate in the Insomnia Race (“The Race”) and that I do not have any impairment whether physical, intellectual or otherwise that could cause danger to myself or others in participating in the Race. I release Urban Quest from any obligation to conduct enquiries in respect of my fitness or suitability for participation in the Race and acknowledge being informed by Urban Quest, its agents, employees, volunteers, contractors, affiliates or promoters that the Race may involve physical and sporting activities.
2. I acknowledge that I have sole responsibility for my personal property at all times. Without limiting the generality of Conditions 11 and 12 I indemnify and shall keep indemnified Urban Quest against liability in relation to my personal property including liability for injury, loss and damage.
3. If any medical treatment is reasonably considered necessary in the event of injury, accident and/or illness during the Race I consent to such medical treatment being carried out. I acknowledge and agree that I am solely liable for the costs of such medical treatment and indemnify and shall keep indemnified Urban Quest against those costs.
4. I acknowledge being informed that Urban Quest does not have authority to permit me to access public or private lands, premises, paths or roads in participating in the Race and nothing in these Terms and Conditions constitutes an implied warranty or representation of any such authority. I further acknowledge and agree that in entering into or accessing public or private lands, premises, paths or roads:
 - (a) I do so at my own risk at all times; and
 - (b) I must comply with all laws and regulations at all times; and
 - (c) without limiting the generality of Condition 11 I indemnify and shall keep indemnified Urban Quest from and against all liability arising out of or in relation to my crossing or entering upon such public or private lands, premises, paths or roads, including but not limited to liability for injury, loss and damage to persons or property.

5. I agree to comply with the Insomnia Race Rules and Regulations of Urban Quest in participating in the Race.
6. I acknowledge and agree that Urban Quest has the right to determine set and propound rules in connection with the Race as it considers in its absolute discretion necessary, including the right to disqualify me or otherwise remove me from participating in the Race, in which event I acknowledge that I will not be entitled to a refund of any monies paid by me in connection with the Race.
7. I acknowledge and agree that:
 - (a) in participating in the Race I must comply with all applicable federal state and municipal laws; and
 - (b) the laws of Victoria and the Commonwealth of Australia (as applicable) govern these Terms and Conditions.
8. I covenant that I am entering into and participating in the Race for personal recreational purposes only and not in the course of trade or commerce.
9. I acknowledge that Urban Quest makes no promises representations or warranties about:
 - (a) the offering of any prizes, gifts or awards to participants of the Race;
 - (b) the quality, likeability, suitability or fitness for purpose of any prizes, gifts or awards, and I further acknowledge and agree that in participating in the Race I have no expectation that I will receive a prize gift or award.
10. I acknowledge and agree that:
 - (a) any prize, gift or award may be substituted by Urban Quest, its promoters or suppliers at their absolute discretion and may not be transferred, exchanged or redeemed for cash;
 - (b) as a condition of claiming any prize, gift or award I will sign any necessary legal documentation as and in the form required by Urban Quest, its promoters or suppliers in their absolute discretion including but not limited to any legal release or indemnity form.
11. I release Urban Quest, its agents, employees, volunteers, contractors, affiliates, promoters and any other person or body directly or indirectly associated with the Race from all claims demands and proceedings arising

out of or in relation to my participation in the Race and indemnify and shall keep indemnified Urban Quest from and against all liability arising out of or in relation to my participation in the Race, including but not limited to liability for injury loss and damage to persons or property.

12. I acknowledge that Urban Quest and its affiliates may at their sole discretion and without liability terminate, modify or suspend the Race in whole or in part without notice and at any time if the conduct safety, administration, security or otherwise, if the Race, as anticipated by these Terms and Conditions, is compromised or interfered with, and without limiting the generality of Condition 11 I indemnify and shall keep indemnified Urban Quest against all liability arising out of or in relation to any such termination, modification or suspension of the Race, including but not limited to liability for injury loss and damage.
13. I acknowledge that Urban Quest does not warrant or represent that access to or participation in the Race will be uninterrupted or error free.
14. Without limiting the generality of Condition 12, I acknowledge and agree that if that if the Race is cancelled due to storm, rain, inclement weather or any other conditions or factors beyond the control of Urban Quest my entry fee shall be non refundable.
15. I acknowledge receipt of and agree to the following notification:

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Sch. 3 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 supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. 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** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or*

modified in the way set out in 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 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

16. Subject to the obligation to comply with privacy laws in relation to the collection, use, storage, security, and disclosure of my personal information, I grant to Urban Quest, its agents, employees, volunteers, contractors, affiliates, promoters and any other person or body directly or indirectly associated with the Race the right to use my name and image royalty-free in any promotional materials, media press broadcasts or otherwise in connection with the Race.
17. I grant consent to Urban Quest to send me information in connection with the Race including promotional material.
18. I acknowledge that this web page and any information provided or disseminated in connection with the Race is Urban Quest's absolute intellectual property and is owned by Urban Quest and/or its licensors. I further acknowledge that I am not granted any right or interest in any such intellectual property except as stated in these Terms and Conditions.
19. I acknowledge that I must not transmit, reproduce or store in any retrieval system (with the exception of browser caching) this web page or any information provided or disseminated in connection with the Race in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, unless I receive express written permission from Urban Quest.
20. I acknowledge and agree that these terms and conditions bind me, my heirs, executors and administrators.
21. I acknowledge and agree that I have read the above terms and conditions and further acknowledge that it is a condition of my entry to the Race that I must comply with those terms and conditions.