

Registration Terms and Conditions

Thank you for your interest in participating in **Paddle Across the Bay 2025** (the '**Event**'). Before you proceed to purchase your registration tickets, we strongly recommend you go through the following terms and conditions, as they will be binding upon you and to the us, **Lifeline Australia (ABN 84 081 031 263)**

1. In these terms and conditions, '**you**' and '**your**' will refer to you - the person who purchases a ticket and/or registers for participation in the Event. On the other hand, '**our**', '**us**', '**we**' and similar terms will indicate **Lifeline Australia (ABN 84 081 031 263)**.
2. We understand that in some situations, you may purchase a ticket for the Event on behalf of another person who will be the participant. In these terms and conditions, if a clause deals specifically with rights or obligations of a purchaser of a ticket, we will use the term '**purchaser**', and if a clause deals specifically with rights or obligations of a participant, then we will use the term '**participant**'.
3. Although we are the organisers of the Event, the Event itself is operated by Across the Bay Events Pty Ltd (ABN 30 606 977 995), who we will refer to as '**ATB**' or the '**operator**'. Where these terms and conditions give us the right to accept or reject entry to the Event, accept or reject any tickets for the Event, or to give directions to you or any bearer of tickets during the Events, those rights may be exercised by the operator as the party responsible for conducting the Event.
4. By purchasing a ticket or registering for the Event you automatically agree to these terms and conditions. If you have problems with any of the terms or conditions, please do not purchase tickets or try to enter the Event.
5. We reserve the right to make changes, revisions, and amendments, or add/remove sections from this set of terms and conditions by giving written notice to you by email. Such changes will be duly reflected on our website: www.paddleacrossthebay.com.au ('**Website**').
6. The registration fee for one participant in the Event is **\$110 AUD**. Upon submitting registration details and paying the registration fee, the registered participant will be issued with a ticket to participate in the Event ('**Ticket**'). This registration fee only covers the Event for which you register, and not any other Paddle Across the Bay events. The registration fee is non-negotiable.
7. The Ticket gives the participant the right to participate in the Event on **1st March 2025**.
8. The right of participation in the Event can be revoked by us at any time at our sole discretion exercised reasonably (due to reasons including but not limited to a breach of these terms and conditions), without any prior notification or compensation. If it is revoked, the participant will not be granted entry at the Event venue.

9. You the participant assume full responsibility for the Ticket, once it is issued. We have no liabilities - financial, legal, or otherwise - in case a Ticket is stolen, lost, damaged, destroyed or rendered unusable in any other way.
10. Note that **www.paddleacrossthebay.com.au** is the sole authorised source for purchasing **Paddle Across the Bay** tickets. If you obtain your ticket(s) from any other unauthorised source, you take on the risks of those tickets turning out to be counterfeit or reported to be stolen. We have the right to dishonour such stolen/counterfeit tickets and declare them as void.
11. Tickets must not be used for reselling, copying, reproducing, or misrepresenting in any form. You cannot use the Tickets for any promotional/advertising purposes (*including sweepstakes and competitions*) without our prior approval. Any such activities will result in immediate cancellation of your Tickets.
12. Tickets cannot be redeemed for cash, credits, or any other benefits.
13. We and the operator have the right to investigate if there has been any violation of these terms and conditions. In case of any finding that there has been a breach by you or a bearer, our decision will be deemed final (*i.e., we will remain the final arbiter in cases of disputes*).
14. Refunds may be considered on a case-by-case basis in special circumstances; however, no refunds or future credits will be granted once the participant has been admitted to the Event or have been refused entry or removed from the Event due to:
 - 14.1. any breach of these terms and conditions, or
 - 14.2. the failure to follow our or the operator's reasonable directions and notices, or
 - 14.3. any unlawful conduct.
15. If you are not able to access any section(s) of the venue – for example, Brighton Beach or Port Melbourne Beach - due to delays, government regulations, our or the operator's policies, weather-related problems, emergencies, venue shutdown/evacuation or any other reason, you will not be eligible for any refunds or future credits.
16. If the Event is cancelled or rescheduled in its entirety due to any unforeseen circumstances, we have the sole and absolute right to:
 - 16.1. reschedule the event (if the Event is cancelled), or
 - 16.2. provide a credit for future Paddle Across the Bay events, or
 - 16.3. issue a partial/full refund, or

16.4. not issue any refunds.

Our decision in such cases will be final and binding.

17. If we decide to provide a refund or are required to provide a refund under law, our maximum liability will be the registration fee paid to us for the Ticket that is being refunded. We will not be liable under any circumstances for transportation fees, parking fees, hiring fees, accommodation costs, shipping fees, processing fees, handling fees, and such other charges. Note that any refunds will be provided to the purchaser of the Ticket as per our records, if the participant was not the purchaser.
18. Losses, if any, occurring due to foreign exchange fluctuations at the time of refunds, have to be borne by the purchaser. We cannot be, in any way, held liable for that.
19. The Event is a 'rain or shine' event, meaning that it may be held during rain, unusually or unexpectedly cold weather, or any other environmental condition that we and the operator deem suitable. If the participant chooses not to participate in the Event for any reason, the participant and the purchaser forfeit any right to claim a refund or credit.
20. By purchasing and/or registering for the Event, the purchaser and the participant represent and warrant that they are of the '*minimum age*' or older, at the time of buying the ticket(s). The '*minimum age*' for attending the Event is **18 years** and this is non-negotiable.
21. If we or the operator reasonably determine at the venue that a participant is below the '*minimum age*', they will not be granted entry to the Event. No refunds, full or partial, will be issued in such circumstances.
22. At the time of entering the Event venue, the participant is required to produce their Ticket and a valid photographic identification document ('**ID**'). By presenting an ID, the participant confirms that all details present on it are accurate, complete, and up-to-date.
23. By entering the Event the participant acknowledges that the activities carried out in the Event involve physical activity with potential to cause injury, and in extreme cases, death. A participant is solely and fully responsible for ensuring that they can participate in the Event. If there is any doubt as to whether you are fit to participate in the Event, you agree that you will obtain medical advice confirming that you can participate in the Event. Neither we nor the operator will be able to give advice on whether the Event activities are suitable for you.
24. By purchasing Ticket(s) or registering as a participant, you give your consent to us and the operator to collect certain information about yourself (*name, picture, date of birth, gender, address, emergency contact persons, etc.*) for verification and storage, as well for disclosure to medical and rescue services, security providers, and law enforcement and government authorities, where necessary for event management, safety, security, legal compliance, and

insurance purposes. Names and contact details may also be used and disclosed for marketing purposes and to facilitate future Paddle Across the Bay events (whether by us or any third-party operator of such an event).

25. Neither we nor the operator take any responsibility for personal/financial damages caused to you at the Event venue (other than personal injury or death caused by our or the operator's negligence where our liability is prohibited from exclusion or limitation by law), or for any items lost/stolen/misplaced at the venue. Financial reimbursement claims on these counts will not be entertained.
26. We and the operator follow a common '*zero-tolerance policy*' towards unauthorised drug usage or possession at the venue, AND towards any type of behaviour/actions that can be interpreted as lewd, obscene, harassing, violent, or threatening. If you are found in possession of prohibited items at the Event and/or if you commit any objectionable action, your participation in the event will be terminated immediately. Your event Tickets will become void from that point on.
27. Please note that you purchase Ticket(s) on your own free will. As such, you do not have the right to initiate a chargeback claim or dispute on the provider of the credit card/debit card that had been used for the transaction.
28. Upon registering as a participant, a fundraising page will be created on the Website specific to your participation (**Fundraising Page**), to enable the collection of donations for our charitable purposes. In this regard, the following rights and obligations apply:

- 28.1. You must comply with all applicable laws and regulations for the raising of donations and charity fundraising.
- 28.2. All funds raised in relation to the Event must be made directly to the Fundraising Page.
- 28.3. If you raise any funds by collecting cash, you must ensure that all cash funds are kept in a secure place, and will deposit them within 14 days after the Event, to our bank account set out below:

BANK ACCOUNT DETAILS
Account Name: Lifeline Australia Gift Fund BSB:112-908 Account Number: 483 311 793 Reference: Please include your unique supporter ID (can be provided by Lifeline)

- 28.4. You must not incur any expense or cost in our name or purporting to represent us.
- 28.5. You agree that you are not an agent, contractor, or employee of ours for the purposes of the participation at the Event. You are solely responsible for your own account-

keeping, tax reporting and compliance in respect of the fundraising. Any arrangement you enter into with a third-party (such as a donor, supplier, etc) is solely between you and them.

- 28.6. We are a deductible gift recipient endorsed by the Australian Tax Office ('**ATO**') and will provide receipts of the donation(s) raised, upon request. Only donations above \$2 are tax deductible. The ATO has ruled that donations are not tax-deductible if the donor receives goods or services in return for the money given. This is not legal or tax advice, and you should refer to the ATO's website (www.ato.gov.au) or your accountant or tax agent for advice on this issue.
- 28.7. You do not have any right to the use of our logo or name, but may promote your participation in the Event and encourage donations by using words such as 'proudly supporting Lifeline' or otherwise identifying Lifeline as a beneficiary of your participation in the Event.
- 28.8. You must obtain our prior written approval for use of our logo or other imagery (which may include restrictions and/or payment of fees).
- 28.9. By submitting photographs, videos, or other material in relation to the Event via the Fundraising Website or the Website generally, or by participating in the Event, you:
- 28.9.1. consent to us, the operator, or any of our contractors to take or reproduce photographs or videos of the Event which may include you;
 - 28.9.2. irrevocably consent to our use and publication of such photographs, videos, and other materials for any marketing or promotional purposes, media reporting, or in other publications made or commissioned by us;
 - 28.9.3. you waive any 'moral rights' under the Copyright Act 1968 to those photographs, videos, and materials;
 - 28.9.4. our reproduction, publication, or use shall be on a royalty-free and fee-free basis; and
 - 28.9.5. you warrant that you have obtained any necessary consents for any photographs or videos that you have taken or commissioned which features other people.