

batyr Splash the Stigma Terms & Conditions

Fri 25th - Sun 27th February, 2022

Hosted and organized by Batyr Australia Limited ABN 51 152 952 737 ("batyr").

As a participant in the Event, you agree to comply with all event rules, as amended by batyr from time to time. You also agree to follow all laws and regulations specific to your State, Territory or country, including any additional social distancing guidelines as well as outdoor and indoor exercise guidelines. If you do not comply with laws and regulations (including social distancing and outdoor and indoor exercise guidelines), you will be automatically disqualified from the Event. If so, then you must cease participating in the Event. batyr reserves the right, in its sole discretion, to disqualify any participant who has breached any of these Terms & Conditions, has engaged in unlawful or improper conduct or in circumstances where batyr otherwise deems it appropriate to disqualify that participant. Any decision, approval or consent given or made by batyr will be at its sole discretion and is final and binding on you.

If you are under 18 years old (a **Minor**), you must have permission from a parent or legal guardian to take part in this Event. By participating in the Event, you confirm to batyr that you have received such permission. If you do not receive permission, you must not participate in the Event.

This is a virtual swimming event ("**Event**") only. Fundraising is available to residents of the Australian Capital Territory, New South Wales, South Australia, Queensland and Victoria.

You acknowledge that participation in the Event organised by batyr including its officers, employees, agents, volunteers, and other organisations/associations affiliated with batyr, may involve a significant risk of personal injury including permanent disability and/or death. Any personal injury may result not only from your actions including physical exertion, but may arise as a consequence of a defect in or feature of any equipment owned by you or a third party and/or the environment, location or features of the course you select for participation in the Event.

You are responsible for ensuring that you select a safe course, conditions and/or location for your participation in the Event. Physical activities such as swimming in a pool, in the ocean, or on private or public lands carry inherent risks. By participating in these activities as part of this event you acknowledge these risks and take total responsibility for your own safety and wellbeing.

By choosing to register for the Event through the Raisely event site you irrevocably release batyr and its affiliates from any and all claims you may have arising out of or in connection with your participation in the Event, and agree that, to the maximum extent permitted by law, batyr including its officers, employees, agents, volunteers, and other organisations/associations affiliated with batyr will not be liable to you or any person, either under statute or in negligence for any personal injury or other loss, damage, liability or expense whatsoever suffered by you (including legal fees), whether consequential or directly or indirectly caused by, or connected with your participation in the Event. You are responsible for any third party damage or loss incurred in connection with this Event.

As a participant in the Event you agree you have no medical condition which would preclude you from participating in the Event and to the extent you are unsure, or you may otherwise be required, you agree to seek approval from your medical health professional prior to participation in the Event.

You consent to receiving communications about this event and future batyr updates, newsletters and events. If you share a photo, video or other material and tag batyr social channels or use the #splashthestigma or #batyr hashtag

batyr Australia Limited®

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(Shared Material), you agree that batyr has an unrestricted, irrevocable, royalty free and assignable licence to use, reproduce and modify the Shared Material (along with your first name), for any purpose including future promotions and marketing material, at batyr's sole discretion. If requested by batyr, you agree to sign any further documentation reasonably required by batyr to give effect to this term. To the extent permitted by applicable law, you unconditionally and irrevocably agree, and must take reasonable steps to obtain all other necessary unconditional and irrevocable written consents, to any act or omission that would otherwise infringe any moral rights in any Shared Material. If the Shared Material includes an image or video of another person, you agree to obtain the prior consent of the other person shown in the Shared Material, or in the case of Minors, the consent of a parent or legal guardian.

You acknowledge and agree that the law in force in New South Wales governs these Terms & Conditions, and you submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal above them.

The contents of these Terms & Conditions constitute the entire agreement between you and batyr and supersede any prior negotiations, representations, understandings or arrangements otherwise made regarding the subject matter of this Agreement, whether orally or in writing.

If any provision in these Terms & Conditions is held invalid, then such provision must be severed from these Terms & Conditions, and the remainder of these Terms & Conditions continue to have full effect.

These Terms & Conditions may be varied by batyr from time to time without notice. If you do not agree to such variations, you must cease to participate in the Event. By continuing to participate in the Event on or after the date of such variation, you are taken to have agreed to the variation. batyr reserves the right to cancel or postpone the Event at any time without liability to any participant or other person, subject to applicable laws.

By registering as a participant in the batyr Splash the Stigma, you acknowledge and agree with these Terms & Conditions, and also confirm that you have read and understood the [batyr Privacy Policy](#).