

## PARTICIPANT AGREEMENT

1. The participant (Participant) in Nature's Way Wonder Race 2018 (**Event**) presented by Cathay Digital Pty Ltd trading as Think China ACN 167 223 369 (**Think China**) acknowledges and agrees that these terms and conditions are subject to change from time to time at the discretion of PharmaCare Laboratories Pty Ltd ABN 99 003 468 219 (**PharmaCare**) and Think China without notice to the Participant.
2. I declare, as a condition of entry into the Event, that I am not aware of any illness, injury, physical disability or impairment which may cause me injury or death during or as a consequence of participation in the Event.
3. Only entries submitted through the official online registration system will be accepted. The information on how to enter and the details about the Event forms part of these Event terms and conditions. The number of entrants will be strictly limited and will be decided on the basis of first received or until registrations close.
4. Promotional codes may only be used where the Participant meets the conditions applying to the code and uses it within the validity period. Promotional codes are not able to be redeemed or exchanged for cash and must only be used by the Participant(s) to whom the relevant code was issued to by the code owner. Promotional codes may not be used in conjunction with any other offer.
5. PharmaCare and Think China reserve the rights to modify, suspend and/or cancel any promotional code at any time without notice to Participants. No refunds will be made to Participants who have access to a promotional code but who do not use the code at the time of registration and purchase.
6. I accept full responsibility for informing myself and assessing all the dangers, hazards and risks of entry in the Event and will rely solely on my own assessment of these dangers, hazards and risks before participating in the Event and notwithstanding any decision thereon made by the Event race committee and/or other persons corporations and bodies involved in promoting or staging the Event. The decision to participate in the Event is entirely my own and I accept all risks associated with participation in the Event, including but not limited to loss of life and/or any injury (including any permanent injury).
7. I agree to abide by all Event terms and conditions. I understand that I must follow the approved course, observe normal traffic rules and obey all directions and instructions given by PharmaCare, Think China, Event officials and the police.
8. I agree and accept that PharmaCare and Think China may, in its absolute discretion, at any time and from time to time vary the rules and regulations of the Event without prior notice to me.
9. I consent to receive such emergency medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of Event Medical Officials in the event of any injury accident or illness to me during my participation in the Event.
10. I acknowledge that I must wear the official race bib corresponding to the registration made in my name on my chest such that the allotted race number, start group, and sponsor names on face of bib can be seen for the duration of the Event.
11. Race bibs and any merchandise will be handed out only on the day of the Event.
12. No roller skates, roller blades, hand cycles, geared vehicles, skateboards, bicycles, scooters, dogs, balls or other accessories that could cause injury will be permitted at the Event.
13. The use of any type of drone by participants is prohibited at the Event.
14. PharmaCare and/or Think China reserves the right to change or modify any part of the Event including the date, course and/or location at any time and from time to time without personal notice to the Participant. Details of any such changes will be published on the Event website and/or other media.
15. I acknowledge that PharmaCare and Think China and/or its representative may remove me from the Event area and/or exclude me from participation in the Event if in PharmaCare's and/or Think China's opinion it is necessary to do so: (a) due to my behaviour being inappropriate, offensive, or abusive (in PharmaCare's/Think China's opinion); (b) to prevent damage to any property; (c) on medical, health and/or safety grounds (including to prevent possible harm or injury to myself and/or any other person); and/or (d) to prevent or arrest any form of unauthorised marketing, including ambush marketing.
16. I agree that registration in the Event is personal to me and that no other person is permitted to participate in the Event in my place.
17. I understand that should my contact details change after my registration has been completed, it will be my responsibility to notify PharmaCare and/or Think China.
18. A credit card surcharge reflecting the actual costs of offering payment by credit card will be added to Visa, Mastercard, Diners and American Express payments.
19. PharmaCare and/or Think China reserve the right, in its discretion, to reject or cancel my entry at any time, including without limitation for safety or insurance reasons, or if, in the opinion of PharmaCare and/or Think China, I will not be able to complete the Event within the cut-off times. PharmaCare and/or Think China will not be obliged to refund any portion of the entry fee in such circumstances.

20. I acknowledge that no refunds will only be issued for the Event entry fee.
21. PharmaCare and/or Think China reserve the right to cancel the Event at any time if PharmaCare and/or Think China considers in its sole discretion this is required due to any sort of dangerous conditions and/or force majeure. In the event of cancellation, there will be no refund of entry fee unless otherwise determined by PharmaCare and/or Think China in its sole discretion and the cancelled Event may not be re-scheduled. A decision will be made ASAP on race day and broadcast via the Event website and/or official social media channels.
22. I consent to PharmaCare using my personal details in my registration form for the administration of the Event and by any third parties selected by me during the registration process, including to SMS information about the Event to me if I have provided a mobile phone number, unless otherwise indicated by me during the online registration process. I also consent to my personal details being used by PharmaCare and its related bodies corporate for future marketing and promotional purposes.
23. I acknowledge that I will only be eligible for any prize that may be offered in connection with placing at the Event if I complete the approved course by the indicated cut-off times and in accordance with these Event terms and conditions and any other applicable Event rules and regulations.
24. The Event referee's decision is final and no correspondence will be entered into.
25. I agree that registration in the Event is valid for the Event only, and cannot be transferred or deferred to future events.
26. I declare that all the information supplied by me in the registration process is true and correct.
27. I certify that I am 18 years or older or that I am the parent/legal guardian of a Participant who is under the age of 18 years, and I have read this document and fully understand it. Where I am a parent or legal guardian of a Participant, I agree to these terms and conditions for and on behalf of the Participant.

#### **Release and Waiver**

28. PharmaCare and/or Think China reserve the right to inspect any bag or other attachment to or accompaniment of a participant at any time while the participant is participating in the Event including at the starting line and finishing line areas.
29. In consideration of acceptance of my entry in the Event, I agree on my own behalf and on behalf of my heirs, executors and administrators and declare that: to the extent permitted by law, I hereby waive release and discharge each of the PharmaCare Parties (as defined in paragraph 32 below) from and against all and every claim, right or cause of action (including for negligence, for breach of contract or breach of statute) which I might have or which may arise out of my death or injury and/or damage or loss of any description which I may suffer or sustain as the result of or in connection with my participation in the Event. This release continues and forever and binds my heirs, executors, personal representatives and assigns and may be pleaded as a bar to any action, claim, demand, suit or legal proceedings.
30. This waiver release and discharge operates jointly and severally in favour of PharmaCare and its related bodies corporate, and their respective directors, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the Event, event stakeholders, the owners, licensees and occupiers of the land upon which the Event or any part of it is conducted, any statutory body or local authority having control over any land upon which the Event or any part of it is conducted, Event sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling the Event (**PharmaCare Parties**).
31. Where a Participant is under the age of 18 years, in consideration of PharmaCare and/or Think China agreeing at my request to accept the entry of this Participant in the Event, I hereby agree for myself, the Participant, their heirs, executors and administrators to hereby waive release and discharge (to the extent permitted by law) all and every claim, right or cause of action (including for negligence, for breach of contract or breach of statute) for which I might have or which the minor Participant may have or which arises out of the death, injury, damage or loss of any description which I or the Participant may suffer or sustain as a result of his/her participation in the Event. This release continues forever and binds the Participant's heirs, executors, personal representatives and assigns and may be pleaded as a bar to any action, claim, demand, suit or legal proceedings.

#### **Privacy**

32. I consent to the publication and/or use in any form of media whatsoever of my name, race result, image, voice, statement or otherwise (including without limitation the publication of my name and/or Event result, suburb and applicable age bracket in any PharmaCare media publication and/or on the Event website) without any payment or compensation to me. I also consent to the use of my image

and/or voice in any form of media whatsoever by the PharmaCare group for the purposes of promoting the Event and/or other events operated or managed by PharmaCare Events without any payment or compensation to me.

33. Privacy Collection Statement: PharmaCare collects your personal information for the administration of the Event and for future marketing and promotional purposes relating to PharmaCare Events and/or the PharmaCare group of companies. I acknowledge that PharmaCare may disclose and use my personal information in accordance with PharmaCare's privacy policy available at [https://www.pharmacare.com.au/wp-content/uploads/2018/01/PharmaCare\\_Laboatories\\_Privacy\\_Policy.pdf](https://www.pharmacare.com.au/wp-content/uploads/2018/01/PharmaCare_Laboatories_Privacy_Policy.pdf) or in accordance with these Event Terms and Conditions. PharmaCare may disclose your personal information to its related bodies corporate and any third parties involved in the Event, including service providers and any charities selected by you or PharmaCare. Further information on how PharmaCare handles your personal information is contained in our Privacy Policy, available at: [https://www.pharmacare.com.au/wp-content/uploads/2018/01/PharmaCare\\_Laboatories\\_Privacy\\_Policy.pdf](https://www.pharmacare.com.au/wp-content/uploads/2018/01/PharmaCare_Laboatories_Privacy_Policy.pdf)