

Active August

Thank you for registering to participate in Active August. Active August is a virtual distance challenge event that involves choosing a personal distance and fundraising target to achieve in the month of August. The participant should seek professional advice from a medical practitioner before choosing their personal distance goal to minimise any risks to their health and individual.

Any participant under the age of 18 must have a parent/guardian confirm the acceptance of the Terms and Conditions on behalf of the participant and have their details entered when registering.

Please note, the Terms & Conditions may change from time to time without notification. It is the participant's responsibility to familiarise themselves with the most up to date Terms & Conditions prior to commencement of their Active August activity.

Article I. Terms & Conditions

By registering for Active August, the participant, or the parent/guardian of a participant under 18, acknowledge and agree that they are entering into a voluntary contractual agreement with the organiser, the Adventist Development and Relief Agency (ADRA) Australia Ltd., and agree to be bound by the following Terms and Conditions, [ADRA Fundraising Guidelines](#) and policies as stated in Section 1.04 Privacy & Protection.

The participant also acknowledges that they have been advised of the risks associated with the participation in Active August and to the extent permitted by law, that they voluntarily assume those risks.

By registering and participating in Active August you:

Section I.01 Fundraising

1. Pledge to raise funds in support of ADRA's work to help fight hunger.
2. Agree to abide by ADRA's Fundraising Guidelines which can be found [here](#).
3. Acknowledge that all fundraising conducted for Active August comes under ADRA's authority to fundraise in the respective state or territory in Australia and you agree to be bound by the relevant state or territory fundraising legislation. See [ADRA Fundraising Guidelines](#) for more information.
4. Agree to notify ADRA if any donation is made in error or requires transfer to the appropriate participant. If you wish to request a refund, please contact our Active August team.
5. Acknowledge that prizes and rewards will be offered at the discretion of ADRA to the Active August participants for achieving various levels of fundraising goals. Details for these can be found on the Active August website and may change from time to time.

Section I.02 Active August Website

1. Acknowledge that the content on Active August website is provided for personal, non-commercial use only and that ADRA does not accept liability for loss or damage arising from your use or reliance upon the information contained on this website.
2. Acknowledges that ADRA reserves the right, in its absolute discretion, to accept or refuse any registration for the Active August if it considers the action to be appropriate.
3. Acknowledge that a unique fundraising page will be created for you. This may include your name in the URL and that any content you upload will be publicly accessible to third party services, including search engines and other tools.
4. Acknowledges that ADRA 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.
5. Agree that while ADRA will connect to a selected 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 Active August website.

Section I.03 Media & Publication

1. Permit ADRA 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.
2. Agree not to use the intellectual property of Active August or ADRA (outside of those provided for the express purpose of promoting Active August), including but not limited to logos and trademarks, except with the prior written consent of the relevant owner of the intellectual property.
3. Acknowledge that ADRA 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 provides ADRA 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 use such content for the purposes of promoting Active August.
4. Acknowledges that any content a participant posts to the Active August 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).
5. Understand that any content or images that you share, post or upload on Active August site may be crawled and stored by web services such as search engines, social media platforms, or archiving tools. ADRA is not responsible for removing information stored by third parties.

Section I.04 Privacy & Protection

1. Agree to ADRA collecting, storing, and processing your information for the purpose of conducting Active August, and providing you with other information related to ADRA's work.
2. Acknowledge that ADRA takes the protection of privacy seriously and that you have a right to request ADRA not to use or to remove your image, voice, statement and/or name from any media or publication. For further information, please see [ADRA's privacy policy](#).

3. Acknowledge that ADRA takes the protection of minors and vulnerable people very seriously and you agree to abide by ADRA Australia's Safeguarding Code of Conduct, Child Protection Policy and Prevention of Sexual Exploitation, Abuse and Harassment (PSEAH) Policy found [on ADRA's website](#).
4. Agree to show respect and consideration for other participants in Active August.
5. If registering as part of a group or organisation, you agree for the team organiser to share your details with ADRA for the purpose of participating in Active August.
6. Understand that personal contact details and financial information will remain secure.

Section I.05 Risk & Responsibility

1. Acknowledge and accept that Active August is a recreational activity that may involve inherent risk of serious harm, injury, illness, disability, or even death associated with physical exertion and you agree to voluntarily accept those risks.
2. Accept your responsibility for ensuring that you have adequately and appropriately trained and prepared, both physically and mentally, for your participation in Active August and you warrant that you are not aware of any illness, injury, physical disability, or impairment which may cause you injury or death during Active August.
3. Agree to avoid or minimise the risks to yourself when participating in Active August.
4. Agree to immediately cease participation in Active August and seek appropriate medical advice if you have any health issues or doubts prior to the start of Active August, or if you become ill or injured during participation in Active August. You agree not to resume activity associated with Active August until cleared by a health professional.
5. 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 Active August, and that you agree to take full responsibility for the wellbeing of the minor in your care.
6. Agree that you have obtained all relevant permissions (if applicable) to participate in Active August at your location of choice and to be bound by the rules and regulations that may apply to that location or property. You also agree to follow the direction of anyone authorised to give direction while you are at the given location or property.
7. If you will be using gym equipment to participate in Active August, you warrant that you have the required experience and knowledge of the equipment to properly utilise the equipment in the participation in Active August.

Section I.06 Acknowledgement of Risk

1. Acknowledge and agree that distance walking, running or cycling can be dangerous and that you choose to participate in Active August at your own risk.
2. Acknowledge that the risks associated with participating in Active August include, but are not limited to;
 1. Participant suffering harm from physical exertion
 2. Participant being involved in a collision with other people, animals, or vehicles
 3. Participant falling and injuring themselves due to a range of hazards including but not limited to slippery or uneven surfaces, obstacles, or trip hazards
 4. Participant suffering from the effects of heat, cold, wind, rain and other weather conditions, which are outside of ADRA's control

5. Participant being exposed to communicable disease(s), including but not limited to COVID-19.
6. Participant getting lost
3. Acknowledge that each risk may result in the participant suffering harm including but not limited to death, physical or mental injury, disability, property damage and economic loss.
4. Acknowledge that 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.
5. Acknowledge that it is your responsibility to obtain personal accident insurance, if chosen, appropriate to the purpose of participating in Active August.

Article II. Waiver, Release, Indemnity and Liability Exclusions

By registering to participate in Active August you agree to release Adventist Development and Relief Agency (ADRA) Australia Ltd. and 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 Active August 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 Active August.

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.