

The Stayin' Wild Challenge is owned and operated by Wild Women On Top Pty Ltd, Suite 18, 117 Old Pittwater Road, BROOKVALE, NSW, 2100.

## TERMS AND CONDITIONS

On registering to participate in the Stayin' Wild Challenge, you agree to be abide by these terms and conditions, and accept the Risk Waiver, before participating.

### THE STAYIN' WILD CHALLENGE

Is a four-week wellbeing program designed to help you feel fit, fabulous and connected in a time of physical distancing.

It's a scientifically formulated, heart-centred challenge with a single vision: to help you soar beyond your wildest dreams.

Following the recent directives from State and Commonwealth authorities arising from the Covid-19 virus and pandemic ("Health Directives") and the outpouring of support from the community, WWOT has determined to develop The Challenge encouraging participants to walk outdoors and in accordance with all Health Directives in your area of choice and you track your walk digitally.

### FEES, PAYMENTS AND REFUNDS

Current Stayin' Wild Challenge fees are published at [www.stayinwild.com](http://www.stayinwild.com)

Our subscription fee and other charges are in AUD and are GST inclusive. The receipt of payment that we issue to you will be a tax invoice in accordance with applicable legislative requirements relating to GST.

Registration fees for The Challenge are **non-refundable, non-tax deductible** and must be paid at the time of registering to participate in The Challenge.

Your financial details are passed through a secure payment gateway which is a Level 1 Service Provider and certified to the highest level of compliance provided by the PCI Data Security Standards. If you have any questions regarding PIN Payments please review their [security details](#).

### REGISTRATION

When you register you will create a username and password. You must not disclose these to anyone else or allow anyone else to use your account and password.

If you breach these terms and conditions, you acknowledge that we may immediately suspend or terminate your account, without refund, and take appropriate legal action (if we choose) against you alone.

Your registration is for one round of the 28-day challenge. Each challenge starts and finishes on a specific date.

All fees are non-refundable. In the event the Wild Women On Top is unable to deliver The Challenge, or The Challenge is interrupted, during your 28 day challenge a pro-rata or partial refund may be considered.

### PARTICIPATION

All participants must be 18 and over.

ALL team members MUST have accepted a Risk Waiver prior to registering.

The Stayin' Wild Challenge will be delivered as described from time to time on our Platform, WWOT reserves the right to change, enhance or improve at their discretion.

All information provided by us relating to The Challenge is provided in good faith. We source our information from sources which we believe to be credible and up to date as at the date of publication.

## **HEALTH AND FITNESS**

By signing the waiver participants undertake to review all Health Directives up to the date and time of the event and to ensure that they or their team member(s) do not participate in the challenge if they are required to self-isolate or otherwise should not participate based on recommendations found in the latest Health Directives.

You must consult with your health care professional to ensure that:

- i. you have general good health
- ii. you have an appropriate level of fitness and wellbeing for the activities that you elect to undertake
- iii. you know of no medical or other reason why you cannot do active exercise or your ability to undertake activities

You should immediately seek medical attention if there are any unanticipated changes to your physical condition at any time.

You must consult a qualified medical professional if you have any questions concerning your medical condition or injury.

No information delivered through any mechanism from WWOT is to be considered as medical advice. The Challenge is not intended to be used to treat, cure or prevent any medical condition (including mental health conditions).

### **Fitness**

- i. You require a moderate level of fitness to participate in The Challenge
- ii. You are responsible to make your own inquiries and seek independent advice from a healthcare professional before acting on any information or material made available to you through
- iii. Participants with a pre-existing medical condition must seek professional advice prior to commencing with The Challenge.

You acknowledge that you are solely responsible for following any exercise program or regime that we provide as part of The Challenge.

To the extent we supply any "recreational services" or "recreational activities" (within the meaning of the Competition and Consumer Act (2010) (Cth) or any State or Territory civil liability or consumer protection legislation), you acknowledge that your participation in the recreational services and activities may involve risks, including personal injury and death.

## **SAFETY**

You acknowledge that they are fully responsible for their own safety.

If you suffer a non-life-threatening injury you must take such action that you deem appropriate such as seeking first aid, or further medical assistance and if required, contact emergency services on 000 if necessary.

In case of emergency (e.g. serious/ life-threatening injury, bush fire etc) you must call 000 immediately.

You understand and accept that the medical history and personal information collected as part of the registration process for this event will be collected and stored securely.

## **CONSUMER RIGHTS**

Under the Australian Consumer Law we guarantee that the services we supply are provided with due care and skill, are reasonably fit for any specified purpose, and are provided within a reasonable time.

## **INDEMNITY**

You agree to indemnify us and our employees, agents and subcontractors, from and against any third party claims and all losses, expenses, damages and costs (including reasonable legal fees incurred on a solicitor/client basis) suffered or incurred by us, which arises as a result of:

- i. your breach of these terms and conditions;
- ii. your use of, or access to The Challenge; and
- iii. any failure to comply with any law,

except that you are not required to indemnify us for any losses, expenses, damages and costs (including reasonable legal fees incurred on a solicitor/client basis) suffered or incurred to the extent that they were caused or contributed to by any negligent or wilful act or omission by us.

## **INTELLECTUAL PROPERTY**

Unless otherwise indicated and except for any functionalities provided by external websites, copyright in this Stayin' Wild Challenge (including its content, materials, exercise calendar, text, email content, graphics, logos, icons, sound recordings, video, software and advertisements) is owned or licensed by WWOT. Information procured from a third party may be the subject of copyright owned by that third party. All rights are reserved by WWOT.

All names, logos and trade marks are the property of their respective owners. Nothing should be interpreted as granting any rights to commercial use or to distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

We grant you a personal, limited, revocable, non-exclusive and non-transferable licence to access, view, listen to, use and print this Challenge and its content solely for your personal, non-commercial purposes and only for those purposes. Otherwise, to the extent allowed by law, no part of this Challenge may be reproduced, reused, retransmitted, adapted, published, broadcast or distributed without our prior written permission.

## **USER GENERATED CONTENT**

During the challenge WWOT may encourage you to post information, photos, content, user submissions and/or upload data to the Platform (including features such as Zoom and Facebook Groups, Facebook Live), whether through external websites or otherwise (User Content) and may also allow you to see User Content submitted by other persons.

To the extent permitted by law, we are not liable to you for any loss or damage arising as a result of you choosing to participate on the Platform or a third party website.

You agree to allow your photograph, video, multimedia or film likeness and or name to be used for any legitimate purpose by Wild Women On Top and the charity without payment, or compensation including on social media, for marketing, Platform and PR to inspire others. If you disagree, please advise WWOT in writing.

You should take particular care before deciding whether to upload any User Content.

## **FUNDRAISING**

You agree to fundraise for Beyond Blue. This money is donated on-line by you, your sponsors and/or supporters and is non-refundable. All on-line donations will be issued with a tax deductible receipt by email.

All donations must be received within 7 days of completing The Challenge.

You give permission to both Wild Women On Top and Beyond Blue to have your team name displayed on the The Stayin' Wild Challenge Fundraising Leader board in the Top fundraising teams.

You give permission to have the public easily search for and sponsor you and/or your team.

You agree to have your personal details passed on to the charity during the registration process, for the purpose of fundraising.

All fundraising for The Challenge is conducted on the basis of the charity's authority to fundraise. You agree to be bound by the relevant state fundraising legislation and to abide by the charity fundraising guidelines.

Beyond Blue may at any time and without need to give reasons, withdraw your authority to fundraise by notification in writing. In this situation, all fundraising must cease immediately and all fundraising monies be remitted to the charity within seven days.

Beyond Blue does NOT give permission for fundraisers to engage in fundraising events and activities that:

(i) involve telemarketing, door knocking, collection tins or buckets, or soliciting donations from occupants of vehicles or in public places such as shopping centres; (ii) involve the sale or promotion of tobacco products or illegal drugs, or that are in any way connected with illegal activity; (iii) where alcohol is being served, do not promote the responsible service of alcohol; and (iv) are in any way connected with terrorism, the use of landmines or money laundering.

All cash donations received in person must be 'paid in' through the participant or team on-line fundraising page within 7 days of completing The Challenge.

Beyond Blue will not issue refunds to donors where the participant they have sponsored has withdrawn from the challenge for any reason. Any funds collected by a withdrawing participant will be allocated to the fundraising total of the team of the withdrawing participant. Participants that cancel from the event are obliged by law to forward any funds raised to the Charity within 7 days of withdrawing from the event.

## **PRIVACY**

WWOT is committed to respecting and protecting your privacy. Please read the [Privacy Policy](#) on our Platform.