

EVENT AND PROGRAM TERMS AND CONDITIONS

THIS IS AN IMPORTANT DOCUMENT. YOU MUST READ IT CAREFULLY BEFORE YOU ACCEPT THE TERMS AND CONDITIONS THAT IT CONTAINS. BY COMPLETING YOUR REGISTRATION THROUGH THIS PORTAL, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

YOU COVENANT AND WARRANT THAT YOU ARE EITHER 18 YEARS OF AGE OR OLDER OR THAT YOU HAVE AGREED TO THESE TERMS AND CONDITIONS AS THE PARENT OR LEGAL GUARDIAN OF AN APPLICANT UNDER 18 YEARS OF AGE. IN CONSIDERATION OF MY APPLICATION FOR MEMBERSHIP BEING ACCEPTED I ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS:

WHERE THE APPLICANT IS UNDER 18 YEARS OF AGE THESE TERMS AND CONDITIONS MUST BE AGREED BY THE APPLICANT'S PARENT OR GUARDIAN.

As parent or guardian you authorise and consent to the applicant undertaking the Cycling Activities. In consideration of the applicant's registration being accepted, you expressly agree to be responsible for the applicant's behaviour and agree to accept (in your capacity as parent or guardian) these terms and conditions.

In addition, as parent or guardian you agree to be bound by and to comply with AusCycling's Constitution and any policies made under it, including the AusCycling National Integrity Framework and Code of Conduct, while your child (or the child you are guardian of) is participating in Cycling Activities and while you are spectating at any Cycling Activity - SEE <https://www.auscycling.org.au/page/about/policies-rules>. You acknowledge that a breach of these policies may result in action being taken against you, including as outlined in the complaints or discipline procedures in AusCycling policies.

You hereby agree to be bound by these terms and conditions with AusCycling Limited (**AC**) and the persons named, jointly and severally, as the Providers in the definitions in clause 1 below. The Providers agree to permit you to undertake the Cycling Activities upon and subject to the following terms and conditions.

Introduction

1. In these Terms and Conditions:
 - (a) **Claim** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Cycling Activities, but does not include:
 - (i) a claim against AC by any person expressly entitled to make a claim under an AC insurance policy; or
 - (ii) a claim against AC under any right expressly conferred by its Constitution or the Policies (as defined in the AC Constitution).
 - (b) **Cycling Activities** mean performing or participating in any capacity, including as a member, in any authorised or recognised AC activities, including all disciplines of cycling, including but not limited to competing in cycling events and other cycling activities, cycling training and related cycling activities.
 - (c) **Providers** means, jointly and severally, in addition to AC, the following providers:

- (i) the Event Organiser (as defined in the portal) and its officers and employees; and
 - (ii) the staff (whether paid or volunteers) of AC and the Event Organiser.
2. The acceptance of these terms and conditions for your registration in the event, and acceptance by AC and the Providers of your application for registration, constitute an agreement between you and the Providers incorporating these terms and conditions.
3. Performance of the Providers' obligations under these terms and conditions may be effected by any one or more of the Providers either jointly or severally.

Risk warning and waiver

4. Your participation in the Cycling Activities is inherently dangerous and may involve risk. There are risks specifically associated with participation in the Cycling Activities and accidents can and often do happen which may result in personal injury, death or property damage. These risks include, but are not limited to, the risks arising from or connected with the Prevailing Conditions referred to in clause 17 below. Prior to undertaking the Cycling Activities, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By accepting these terms and conditions, you acknowledge, agree, and understand that participation in the Cycling Activities provided by the Providers and AC may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with and for the purposes of the relevant legislation. This 'risk warning' is given by and on behalf of each of the entities, organisations and persons identified as the Providers in clause 1 above.
5. A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the *Australian Consumer Law* (which is Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).
6. If you accept these terms and conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.
7. **For recreational services or recreational activities to which the *Australian Consumer Law (Commonwealth)* applies:** By accepting these terms and conditions, you agree that the liability of AC and the Providers in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth)) for any:
 - (a) death;
 - (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (c) the contraction, aggravation or acceleration of a disease;
 - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (i) that is or may be harmful or disadvantageous to you or the community;

- (ii) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term or guarantee under the *Australian Consumer Law* that any services will be provided with due care and skill is hereby excluded.

- 8. The paragraph in Schedule 1 corresponding to the State/Territory in which the event takes place forms part of these terms and conditions as this paragraph 8.

Release and indemnity

- 9. In consideration of AC accepting your event entry, you, to the extent permitted by law:
 - (a) release and forever discharge AC and the Providers from all Claims that you may have or may have had but for this release, but only where such Claims result from your death or personal injury, arising from or in connection with your participation in the event and or undertaking the Cycling Activities, whether caused by the negligence or breach of contract by AC or the Providers or in any other manner whatsoever; and
 - (b) release and indemnify AC and the Providers against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death or personal injury whether caused by:
 - (i) the negligence or breach of contract by AC or the Providers or in any other manner whatsoever; or
 - (ii) any breach by you of the warranties given in clause 12,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of AC and/or the Providers.

- 10. In consideration of AC accepting your event entry, you, to the extent permitted by law, release and forever discharge, and indemnify and will keep indemnified and hold harmless AC and the Providers in respect of any Claim by any person:
 - (a) arising as a result of or in connection with your event entry or undertaking the Cycling Activities, whether caused by the negligence or breach of contract by AC or the Providers or in any other manner whatsoever; and
 - (b) against AC and the Providers in respect of any injury, loss or damage arising out of or in connection with your failure to comply with AC's or the Provider's rules and/or directions, whether caused by the negligence or breach of contract by AC or the Providers or in any other manner whatsoever; and
 - (c) arising out of or connected with any breach by you of the warranties given in clause 12,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of AC and/or the Providers.

Insurance

- 11. You acknowledge and agree that the fee for undertaking the Cycling Activities and

the fee for becoming a member of AC does not include personal accident insurance cover. You agree that you are responsible for your own personal accident, medical and/or life insurance and any and all expenses in the event of injury or death. AC and the Providers do offer personal accident insurance coverage for an additional fee should you choose to take up such limited AC personal accident insurance. If you consider it appropriate to take out such AC personal accident insurance, you acknowledge that before doing so you have taken into account such AC personal accident insurance cover and your own circumstances.

Disclosure of medical conditions

12. You warrant that you:
- (a) are and must continue to be medically and physically fit and able to undertake and participate in the Cycling Activities;
 - (b) are not a danger to yourself or to the health and safety of others;
 - (c) have not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells; and
 - (d) are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for you to take part in cycling including undertaking the Cycling Activities.
13. You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that either you or any other person will suffer injury, loss or damage. You acknowledge that AC and the Providers rely on information provided by you and that all such information is accurate and complete. You must inform The Provider if any such medical or other condition arises after you agree to these terms and conditions and prior to undertaking the Cycling Activities. You agree to report any accidents, injuries, loss or damage you suffer during any Cycling Activities to AC and the Providers before you leave any relevant venue. You acknowledge that if any of the warranties you make under clause 12 can no longer be made by you on the date you undertake the Cycling Activities, you must inform The Provider on arrival and before you participate in any Cycling Activity.

Safety and exclusion of applicant

14. You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during your involvement in undertaking the Cycling Activities, and you accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree to follow any rules set by AC in connection with any Cycling Activities. If you fail to comply with AC's rules and/or directions, you will not be permitted to participate or to continue to participate in the Cycling Activities and no refund will be given. If you suffer any injury or illness, you agree that AC and/or the Providers may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment.
15. You warrant that you have not at any time been excluded from cycling by a medical practitioner or any person or entity including AC and its constituent Area Councils and Clubs. You acknowledge and agree that the Providers may demand a medical certificate or opinion as to your fitness from a qualified medical practitioner PRIOR to your undertaking the Cycling Activities. You acknowledge that if the warranty you make under this clause 15 can no longer be made by you on the date you undertake the Cycling Activities, you must inform The Provider on arrival and before you participate in any Cycling Activities.
16. Any person cycling, training to cycle or participating in any activity carried on by

AC or organised by any of the Providers may only do so on the distinct understanding that they do so entirely at their own risk.

Prevailing conditions

17. You acknowledge and agree that:

- (a) cycling and the Cycling Activities can and will be affected by the weather which may change without warning;
- (b) there is often an element of the "luck of the prevailing conditions" when undertaking the Cycling Activities over which the Providers or any of them have no control; and
- (c) unintended incidents may occur during cycling.

Bar to proceedings

18. The Providers (or any of them including AC) may plead these terms and conditions as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings against the Providers or any of them, you:

- (a) will commence those proceedings in the courts of Victoria;
- (b) waive any right to object to the exercise of such jurisdiction;
- (c) will, where you seek to commence proceedings in another jurisdiction other than Victoria, consent (if required by the Providers or any of them) to move those proceedings to Victoria including consenting to any application made by the Providers or any of them to remove the proceedings to Victoria;
- (d) will pay the costs of any application made by AC and/or the Providers or any of them under paragraph (c) above and will consent to any application for security of costs made at any time by the Providers or any of them; and
- (e) consent to paying the Providers' legal defence costs of the proceedings (on a solicitor client basis) where the Providers successfully defend the proceedings.

Registration

- 19. You must meet the event entry eligibility and age requirements to participate in the event. AusCycling and the Event Organiser reserve the right, in their absolute discretion, to accept or reject an application for registration. If AusCycling or the Event Organiser decline an application, they need not give reasons for the decision and there is no appeal from such decision.
- 20. Registration places for the are limited in number and applications close at the date and time set by AusCycling and/or the Event Organiser. Registrations will not be accepted after the closing date above and will not be accepted on the day of the event, unless agreed by the Event Organiser.
- 21. You must provide your contact details and the contact details (including a valid Australian telephone number) for an emergency contact (e.g. next of kin) so that the Event Organiser can contact that person if you are involved in an emergency situation.

22. Full payment of the registration fee is required (i) to confirm your registration and (ii) before you can participate in the event. All prices are quoted in AUD per person and are inclusive of Goods and Services Tax (GST).

23. I undertake to be bound by and abide by the Constitution and Regulations of UCI, the UCI Continental Confederation and AusCycling. I shall participate in cycling competitions or events in a fair and sporting manner. I shall submit to disciplinary measures taken against me and shall take any appeals and litigation only before the authorities provided for in the regulations of those bodies.

I acknowledge and agree that:

- a. I am bound by and must comply with all AusCycling policies (as amended from time to time) including but not limited to, the AusCycling National Integrity Framework, Anti-Doping Policy and Code of Conduct, which can be found on the AusCycling website: (<https://www.auscycling.org.au/page/about/policies-rules>);
- b. it is my responsibility to read and understand these policies (and any amendments to them); and
- c. a breach of these policies may result in action being taken, including as outlined in the complaints or discipline procedures in AusCycling policies.

24. All information provided to you by AusCycling and the Event Organiser may be subject to change at any time in the absolute discretion of the Event Organiser.

25. All event related communication prior to the event will be made via email. You must provide a valid postal address and a valid email address at the time of registration. You must notify AusCycling of any change to your contact details by sending an email to membership@auscycling.org.au

26. By completing the registration process you agree to make yourself available for post-race ceremonies, awards and interviews for up to 30 minutes after the conclusion of the event.

Health and safety

27. You must wear appropriate protective clothing and safety equipment, including a helmet.

AusCycling and the Event Organiser reserve the right to ask you to cease participation and withdraw from the event if you are unable to complete any part of the event within the prescribed time or cut-off limits.

28. AusCycling and the Event Organiser reserve the right to remove you or any persons from the event where they consider it necessary to do so for health and safety or for any other reason.

29. AusCycling and the Event Organiser reserve the right to alter, cancel or amend the event course due to an emergency, inclement weather, extreme heat or any other operational needs prevailing at the time. These decisions are always made in the interests of health and safety. It may be necessary to alter or amend event itineraries and other arrangements from those published.

Cancellation, transfer and refunds

30. All cancellations, transfers and refunds will be processed in line with the AusCycling Refund Policy available at www.auscycling.org.au.

31. Notwithstanding paragraph 30, in the case of "Force Majeure", the Event

Organiser may, at its absolute discretion, offer a partial or full refund to you. For the purposes of this paragraph 31, "Force Majeure" means a circumstance, event or cause beyond the reasonable power and control of AusCycling or the Event Organiser, including (to the extent it is beyond the reasonable power and control of that party) acts of God, pandemic or epidemic, storm, tempest, fire, act of public enemies, civil commotion, strikes, lockouts, stoppages, restraint of labour or other similar acts, power or water shortage, or acts or omissions of any government or governmental authority.

32. You acknowledge that your registration is not transferable to any other person under any circumstances. Any attempt to transfer your registration or to allow another person to participate under your name may result in your registration being cancelled without refund. Such attempt to transfer may also invalidate the insurance coverage (if any) provided under clause 11.

Use of image

33. You acknowledge and consent to photographs and electronic images being taken of you during your undertaking the Cycling Activities. You acknowledge and agree that such photographs and electronic images are owned by AC and/or the Providers and AC and/or the Providers may use the photographs for promotional or other purposes without your further consent being necessary.

Privacy

34. You understand that the personal information you have provided in your event entry application is necessary for the conduct and management of the Cycling Activities and for the administration of cycling in Australia generally, and that it is collected in accordance with AC Privacy Policy (available from www.auscycling.org.au). You acknowledge that AC may use or disclose your personal information for the purposes of providing you with member and event services or promotional material or otherwise in accordance with the AC Privacy Policy. AC may share your information with third parties such as affiliates and other organisations involved in cycling in Australia; companies engaged by AC to carry out functions and activities on AC's behalf including direct marketing; AC's professional advisers, including AC's accountants, auditors and lawyers and AC's insurers; however, your information is not generally disclosed to anyone outside Australia. You understand that the AC Privacy Policy contains information about how you may access and request correction of your personal information held by AC or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by AC. You acknowledge that your event entry application may be rejected if the information is not provided. If you do not wish to receive promotional material from AC sponsors and third parties, you must advise AC in writing or via the opt-out procedures provided in the relevant communication.

Governing law

35. The governing law of this agreement is the law of the state of Victoria (**Jurisdiction**). You irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.

Statement of understanding

36. You have read, or have had read to you the above conditions and having understood the same, you consent to the activities proposed.

Entire agreement

37. These terms and conditions (together with the AC Constitution and the Regulations) constitute the entire agreement between the parties in respect to the Cycling Activities and supersedes all other agreements, understandings and

representations and negotiations with the Providers or any of them in relation to the Cycling Activities. To the extent that any clause of this agreement is void or unenforceable it is severable and does not affect the remaining provisions of the agreement.

PLEASE NOTE THE FOLLOWING:

38. If the *Competition and Consumer Act 2010* or similar State laws operates so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws, or the liability of the Providers for failing to comply with a statutory guarantee under the Australian Consumer Law that services will be provided with due care and skill, then the liability of the Provider for breach of the warranties or for the failure to comply is limited to:
- (a) the re-supply of the cycling instruction and related activities; or
 - (b) the payment of the cost of having the cycling and related activities supplied again.

SCHEDULE 1

Australian Capital Territory

8. For recreational services to which the *Australian Consumer Law (Australian Capital Territory)* applies: By accepting this event entry application, you acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of AC and the Providers flowing from them, are expressly excluded to the extent possible by law, by these terms and conditions. To the extent of any liability arising, the liability of AC and the Providers will, at the discretion of AC and the Providers, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

New South Wales

8. For recreational services or recreational activities to which the *Australian Consumer Law (New South Wales)* applies: By accepting these terms and conditions, you agree that the liability of AC and the Providers in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law*) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (NSW)) for any:
- (a) death;
 - (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (c) the contraction, aggravation or acceleration of a disease;
 - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (i) that is or may be harmful or disadvantageous to you or the community;
 - (ii) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term or any guarantee under the *Australian Consumer Law* that any services will be provided with due care and skill is hereby excluded.

Northern Territory

8. For recreational services to which the *Australian Consumer Law (Northern Territory)* applies: By accepting these terms and conditions, you agree that the provisions of Part 3.2, Division 1, sub-division B of the *Australian Consumer Law (NT)* do not apply to the services provided to you, and AC and the Providers incur no liability with respect to death or personal injury for a failure to comply with a

guarantee under that sub-division in relation to supply of these recreational services. By accepting this document, you acknowledge that you have been made aware of the general effect of this exclusion, restriction or modification, have had a reasonable opportunity to consider whether or not to enter into this contract on that basis and have decided to enter into the contract.

Queensland

8. For recreational services to which the *Australian Consumer Law (Queensland)* applies: By accepting these terms and conditions, you acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of AC and the Providers flowing from them, are expressly excluded to the extent possible by law, by these terms and conditions. To the extent of any liability arising, the liability of AC and the Providers will, at the discretion of AC and the Providers, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

South Australia

8. For recreational services to which the Australian Consumer Law (South Australia) applies: Your rights: Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services including recreational services¹), there is:
- (a) statutory guarantee that those services will be rendered with due care and skill; and
 - (b) statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
 - (c) a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights: Under section 42 of the Fair Trading Act 1987 (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you accept these terms and conditions, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

Important: You do not have to agree to exclude, restrict or modify your rights by accepting these terms and conditions. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by accepting these terms and conditions. Even if you accept these terms and conditions, you may still have further legal rights against the supplier. A child

under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights: I agree that the liability of AC and the Providers for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions:

- (a) Recreational services are services that consist of participation in -
 - (i) sporting activity or similar leisure-time pursuit; or
 - (ii) any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- (b) Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at www.ocba.sa.gov.au.

Tasmania

- 8. For recreational services to which the *Australian Consumer Law (Tasmania)* applies: By accepting these terms and conditions, you acknowledge that where you are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of AC and the Providers flowing from them, are expressly excluded to the extent possible by law, by these terms and conditions. To the extent of any liability arising, the liability of AC and the Providers will, at the discretion of AC and the Providers, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the resupply of the services or payment of the cost of having the services supplied again. For the avoidance of doubt, this exclusion does not exclude liability for recklessness as defined by any relevant law.

Victoria

- 8. For recreational services to which the *Australian Consumer Law (Victoria)* applies: Warning under the *Australian Consumer Law and Fair Trading Act 2012*: Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on these terms and conditions, AC and the Providers, are required to ensure that the recreational services it supplies to you:
 - (a) are rendered with due care and skill; and
 - (b) are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
 - (c) might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you accept these terms and conditions, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in these terms and conditions.

Note: The change to your rights, as set out in these terms and conditions, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* (Vic) and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic).

Exclusion of rights under the *Australian Consumer Law (Victoria)*: By accepting these terms and conditions, you agree that the liability of AC and the Providers for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act 2012*) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

Western Australia

8. For recreational services or recreational activities to which the *Australian Consumer Law (Western Australia)* applies: By accepting these terms and conditions, you agree that the liability of AC and the Providers in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (WA)) for any:
- (a) death;
 - (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (c) the contraction, aggravation or acceleration of a disease;
 - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (i) that is or may be harmful or disadvantageous to you or the community;
 - (ii) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term or any guarantee under the *Australian Consumer Law* that any services will be provided with due care and skill is hereby excluded.