

batyr Run for the Herd Virtual Festival Terms & Conditions
Friday 7th - Sunday 9th August, 2020.
Hosted and organized by Batyr Australia Ltd ("batyr").

This is a virtual running event ("**Event**").

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 exercise guidelines. If you do not comply with laws and regulations (including social distancing and outdoor exercise guidelines), you will be automatically disqualified from the Event. If so, then you must cease participating in the Event. 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 under 18 years old, 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.

You acknowledge that participation in the Event organised by batyr including its officers, employees, agents, volunteers, and other organisations/associations affiliated with batyr, involves 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 terrain or features of the route you select for participation in the Event.

You are responsible for ensuring that you select a safe route or mode of activity for your participation in the Event. Physical activities such as running or walking indoors, on a treadmill, or outdoors 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 GoFundraise 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 an invitation to sign up for future batyr non-event newsletters. If you share a photo or video and tag a batyr social channels or use the

#runfortheherd hashtag, you consent to batyr using any such photos or videos (along with your first name), for any purpose including future promotions, at batyr's sole discretion.

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.

By registering as a participant in the batyr Run for the Herd Virtual Festival, you acknowledge and agree with these Terms & Conditions, and also confirm that you have read and understood the batyr Privacy Policy.