

## **TERMS AND CONDITIONS FOR MS PLUS EVENTS (PHYSICAL AND VIRTUAL)**

To the fullest extent permissible under law, including the Australian Consumer Law ("ACL") under Schedule 2 to the Competition and Consumer Act 2010 (Cth) these terms and conditions ("Terms") govern all events ("MS Plus Event") run and operated by MS Plus Ltd (Formally Multiple Sclerosis Limited) (ACN 004 942 287) ("MS Plus") and each person ("Attendee, Participant, You or Your") who registers to participate in an MS Plus Event or is invited by MS Plus to attend an MS Plus Event.

You acknowledge that You have read and agree to be bound by these Terms upon either submitting Your registration to MS Plus or attending or participating in an MS Plus Event.

If You intend on participating in an MS Plus Event and are under 18 years of age a parent or guardian must read these Terms and acknowledge and accept them on Your behalf.

These Terms allow MS Plus to operate the MS Plus Event.

### **AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT**

You represent and warrant to MS Plus that You have full legal authority and capacity to complete the registration for the MS Plus Event and accept these Terms, on behalf of yourself and/or, where applicable, any party for whom You are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in these Terms, "You" or "Your" means and includes You (as an individual) and all other Registered Parties for whom You are registering, and by virtue of agreeing to these Terms, for whom You are waiving certain rights.

### **1. REGISTRATIONS**

1.1 Your registration is subject to acceptance by MS Plus, which will be confirmed in writing (including but not limited to email) ("In Writing") after MS Plus has received Your fully completed registration, including the entry form, the fee (if required) related to your registration ("Fee") and any required supporting documents. MS Plus may in its absolute discretion for any reason refuse to accept Your registration.

1.2 MS Plus's preferred method of registration is online. If You encounter difficulties with the online registration system, please contact MS Plus.

1.3 MS Plus may provide offline registrations via phone, email, or mail. MS Plus will use its best efforts to process offline registrations within two (2) working days of receipt.

1.4 If MS Plus has invited You to attend the MS Plus Event without the need to register and/or make any payment, You must provide Your confirmation of attendance to MS Plus within the time specified in the invitation (if any) in order for MS Plus to register You for the MS Plus Event.

1.5 The Fee for the MS Plus Event is correct at the time of publication. MS Plus reserves the right to change the Fee at any time but changes will not affect registrations which have already been confirmed In Writing by MS Plus.

1.6 By registering for an MS Event You consent to receiving and reading the information about the MS Event. If You have previously unsubscribed from MS Event communications, You will be re-subscribed upon registration. MS Event communication will primarily be via email. Updated information will be posted on the MS Event website and through social media from time to time. It is Your responsibility to check the MS Event website to remain updated on MS Event communication.

## **2. CANCELLATION AND REFUNDS**

2.1 Fees are not refundable if You change your mind or are no longer able to participate in an MS Plus Event.

2.2 Fees will not be refunded if You are denied access or removed from an MS Plus Event for any reason.

2.3 A registration is not transferable to another person or to a future MS Plus Event without the express written permission or consent of MS Plus.

2.4 If You are inadvertently registered in an incorrect event (such as the Victorian event rather than New South Wales), MS Plus will aim to transfer your registration, however this will be dependent on capacity. You will be required to pay any difference in fees and MS Plus cannot change Your event options within the week prior to the MS Plus Event starting.

2.5 In the instance that MS Plus Event cannot proceed for any reason prior to commencement, Registered Parties will be offered the following options regarding the paid registration fee;

- a. Convert the registration fee to a donation to MS Plus
- b. Request a refund (issuable at MS Plus's discretion)

2.6 Options set out in paragraph 2.5 will be made available for a limited time. Registered Parties who do not indicate an option by the stated date will forfeit their right to receive this offer, including any possibility of receiving a refund.

2.7 If the MS Plus Event is cancelled after commencement, Registered Parties will not be offered a refund of the Fee. Cancellation may be for any reason including fire, traffic incident or weather.

2.8 All donations are non-refundable, including (but not limited to) in the event of cancellation, postponement or change of mind.

2.9 MS Plus is unable to transfer any donation to another participant or other MS Plus Event(s) (including future instalments of the same event).

## **3. MS PLUS'S RIGHTS**

3.1 MS Plus reserves the right at any time to:

- (a) change the format, participants, content, location and timing or any other aspect of an MS Plus Event;
- (b) postpone an MS Plus Event or any part of an MS Plus Event; or
- (c) cancel an MS Plus Event or any part of an MS Plus Event, and will not be liable for any damages, costs, losses or expenses of any kind incurred or suffered by You as a result of or in relation to MS Plus modifying, postponing or cancelling an MS Plus Event or any part of an MS Plus Event.

## **4. YOUR RIGHTS AND OBLIGATIONS AT AN MS PLUS EVENT**

4.1 MS Plus reserves the right, without any liability, to refuse admission to, or to eject You from an MS Plus Event, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of MS Plus, acting reasonably, You represent a security risk, nuisance or annoyance to the running of an MS Plus Event.

4.2 You agree to comply with all reasonable instructions issued by MS Plus or the operator of the venue for an MS Plus Event.

4.3 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited at an MS Plus Event and/or in or at a venue.

4.4 You acknowledge that You may be filmed, sound recorded and/or photographed by MS Plus, the media or any other party at the Event and MS Plus may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever.

## **5. VIRTUAL AND OFF-SITE EVENTS**

5.1 For the avoidance of doubt, You acknowledge and agree that MS Plus will not be providing the usual scope of health and support measures including but not limited to road closures, first aid, mobile repair units or safety support during any off-site or Virtual MS Plus Event.

5.2 You acknowledge and agree to maintain full responsibility to be aware of and adhere to any changes implemented around COVID-19 practices and restrictions (including but not limited to having the necessary vaccinations) in your local government area, relevant state or territory, and Australia wide via reputable websites such as the [Australian Government website](#) or contact the Coronavirus Health Information Line on 1800 020 080. (This line operates 24 hours a day, seven days a week.)

5.3 You acknowledge and agree that You remain at all times responsible for selecting a virtual course that is safe and complies with Your latest personal health advice as well as any broader advice or restrictions referred to in the preceding paragraph 5.2 in relation to any Virtual MS Plus Event.

## **6. WELLBEING & SAFETY**

6.1 Children under 18 years of age must be accompanied by an adult for the duration of an MS Plus Event.

6.2 Subject to these Terms and applicable law, You are and remain responsible for Your own health and safety at all relevant times, such as before, during and after any remote, off-site, online or virtual MS Plus Events. Please be aware that the onus is higher for off-site MS Plus Events. You must ensure you are capable of participating, including being fit and healthy, eliminating anything hazardous or dangerous to your health, and being aware to stop if there are any health concerns.

6.3 MS Plus recommends informing friends and family of Your intentions to participate and the details of any virtual or off-site route prior to participating in any MS Plus Event and You agree to carry out all reasonable and necessary precautions in relation to Your participating including but not limited to carrying a mobile phone, taking relevant medications and writing your emergency contact details down.

6.4 You should seek medical advice to ensure You and/or any supervised minor are fit to participate. It is Your responsibility to have suitable food and any medication that You require with You at all times.

6.5 First aid will be available at all in person MS Plus Events. Should You require ambulance transport to hospital it will be at your own expense.

6.6 You accept responsibility at all times for personal belongings during an MS Plus Event. Valuable items should not be left without supervision, as MS Plus will not accept liability for loss or damage of personal belongings.

6.7 In the likely event that equipment is used to participate in any MS Plus Event including but not limited to any equipment MS Plus notifies You is recommended, preferred or necessary for an MS Plus Event, You agree to ensure that any and all equipment is in good working condition, fit-for-purpose, properly maintained and meets all relevant safety requirements under applicable law.

6.8 MS Plus requires all participants to comply with relevant state or territory health orders in relation to the COVID-19 pandemic at the time of the event, including but not limited to social distancing, wearing of masks and proof of vaccine. MS Plus reserves the right to refuse entry to any participant not following state or territory health guidelines.

## **7. LIMITATIONS OF LIABILITY AND INDEMNITY**

7.1 Relevant provisions of the ACL and other laws in force from time to time in Australia may impose guarantees, warranties, conditions and obligations on MS Plus ("Consumer Guarantees"). If any of these Terms are inconsistent with a Consumer Guarantee, the Consumer Guarantee will apply to the extent of such inconsistency. To the extent permitted by law MS Plus's liability and Your sole remedy will be limited to the refund of the Fee paid to MS Plus. Subject to any applicable Consumer Guarantees, all guarantees, representations, conditions and warranties of any nature are expressly excluded.

7.2 Subject to any Consumer Guarantees and to the maximum extent permitted by applicable law, MS Plus, its employees, agents, contractors and sub-contractors ("Representatives") will not be liable for personal injury or death, property damage, or any other loss (including without limitation, liability for negligence, breach of these Terms or any other agreement), damage, cost or expense (including, without limitation, loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage) that You may incur or suffer arising out of or in connection with the MS Plus Event.

7.4 You acknowledge that involvement in an MS Plus Event is a potentially dangerous activity and that You participate at Your own risk. To the extent permitted by law, you agree to fully indemnify and hold MS Plus and its Representatives harmless from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by MS Plus and/or its Representatives arising out of or in connection with: (a) Your death or personal injury; (b) any harm or injury You cause to others; (c) loss, damage or destruction of Your property; (d) any loss, damage or destruction of the property of others, including the venue or any goods located at the venue, caused by You; (e) a breach of these Terms by You; or (f) the infringement of any intellectual property or other right of any third party (including the venue) by You.

## **8. MERCHANDISE**

8.1 MS Plus contracts various official merchandise providers for MS Plus Events.

8.2 Returns Policy - There are no refunds or exchanges on merchandise/apparel orders if You have simply changed your mind or chosen the wrong size, as all garments are made to order and are not kept in stock. MS Plus has a quality guarantee on all our garments. If the quality of the garment is defective, we can repair it, replace it or give You a full refund at our discretion. Simply email us at [orders@shop.ms.org.au](mailto:orders@shop.ms.org.au) and explain the nature of the defect and then send the item back to us within 7 days of receiving the garment in unworn condition and in its original packaging. You will bear the cost of returning the garment.

8.3 Delivery. From when you place your order until your garment is manufactured and ready for delivery, the process takes approximately six weeks.

All parcels are sent via Australia Post (with tracking provided). Parcels will be delivered during normal business hours and can be delivered to Australian PO Boxes. Goods delivered within Australia will take 5-10 business days, from when you receive a shipping confirmation email from us but can be subject to Australia Post delays for which we cannot be held responsible.

MS Plus and the contracted merchandise supplier(s) takes no responsibility for lost orders if incorrect address details have been provided. Please make sure Your shipping details are correct at the time of order.

## **9. TRAFFIC & ROAD LAWS**

9.1 Participants must follow all traffic and road laws including directions by Police, State or Territory Road Authority, Event Traffic Management, event staff and volunteers.

9.2 For cycling events participants must wear a cycling helmet that conforms to Australian standards.

## **10. INTELLECTUAL PROPERTY**

10.1 All material on an MS Plus Event website is protected by laws relating to intellectual property including but not limited to copyright, trademarks, designs, logos, signs, and other properties unless otherwise noted and may not be used except as expressly permitted by the applicable and relevant website terms and conditions. You may not distribute, modify or reuse the contents of any MS Plus Event web site for public or commercial purposes without the prior written permission of MS Plus.

## **11. PRIVACY AND ONLINE SECURITY**

11.1 MS Plus staff and volunteers understand and respect your right to privacy and the confidentiality and security of personal information provided by You. MS Plus will take all reasonable steps to ensure that Your personal information is protected from misuse, loss, interference and unauthorised access, modification or disclosure. You acknowledge that your personal information may be shared with others who are involved in the administration, management, insurance or delivery of the MS Plus Event.

For further information on Privacy, how MS Plus protects your rights and manages personal, sensitive and health information in accordance with the Privacy Act 1988 (Cth) please follow this link: <https://www.msplus.org.au/about-us/your-privacy-rights-and-feedback-ms-plus>

11.2 All financial information pertaining to customers of MS Plus is stored securely in line with the Payment Card Industry Data Security Standards (PCI DSS), with no complete bank details retained.

In some situations we use the assistance of professional financial gateway specialists to assist with financial transactions, for further information on these companies please see their websites:

- [www.paypal.com](http://www.paypal.com)
- [www.stripe.com/au/](http://www.stripe.com/au/)

In these situations we also use the assistance of expert fundraising digital platforms (in line with PCI DSS) which also retain limited information in order to recognise you as a customer:

- [www.salesforce.com/au/](http://www.salesforce.com/au/)
- [www.funraisin.co/](http://www.funraisin.co/)

All information is retained securely for the period of time determined by law and disposed of in a secure manner.

## **12. ACKNOWLEDGEMENT**

12.1 By registering in an MS Plus Event, MS Plus commits to keep you informed about future opportunities to help people with multiple sclerosis. Occasionally we allow like-minded organisations to contact our supporters with fundraising materials. In return, they help us reach more generous Australians to support our cause. If You would like to change your communication preferences, please contact us via email or phone.

## **13. GENERAL**

13.1 MS Plus reserves the right to amend these Terms from time to time and You will be subject to the terms in force at the time MS Plus Registers You for an MS Plus Event or You attend the Event, if you do not need to Register, whichever is applicable. It is Your responsibility to remain updated with the current Terms, which can be found here: [https://www.doitforms.org.au/Event Terms and Conditions](https://www.doitforms.org.au/Event_Terms_and_Conditions).

13.2 Any failure, delay or relaxation on the part of a party in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power, right or remedy.

13.3 If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms

13.4 These Terms are governed by and are to be construed in accordance with the laws in force in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any objection that it may have that proceedings have been brought in an inconvenient forum.

**TERMS AND CONDITIONS OPERATIVE FROM: 18 JULY 2024**

**TERMS AND CONDITIONS TO BE REVIEWED: 31 DECEMBER 2025**