

“DON'T LET RUNNING STOP YOU FROM RUNNING” EVENT (NIKE GUESTS) - TERMS & CONDITIONS

Who is conducting the Event?	Nike Australia Pty Ltd (ABN 99 055 141 743) of Level 3, 161 Collins Street, Melbourne (“NIKE”).
What, when & where is the Event?	The “Event” is the “Don’t Let Running Stop You From Running” event, which includes educational, entertainment and product trialling activities. It is scheduled to be held at QT Falls Creek, 17 Bogong High Plains Rd, Falls Creek, VIC 3699 and surrounding areas between 29 December 2019 and 30 December 2019.
Who can register?	To be eligible to register for the Event (“ Eligible Participant ”) you must: (a) have a Nikeplus member account and receive an invitation to attend the Event; (b) be 16 years of age or over (and, if you are under 18, have the consent of your parent/guardian to attend the Event); and (c) be available to attend the Event at the date and time specified in your Nike invitation.
How do I register?	Registration to attend the Event opens on 9 December 2019 and closes on 30 December 2019, subject to Event capacity limits (“ Registration Period ”). To register, you must, during the Registration Period: (a) visit https://www.nike.com/events-registration/event?id=130768 , follow all steps on the registration page and complete the NET registration form; and (b) read, complete and indicate your acceptance of these Terms & Conditions and the attached Participant Release as specified on registration (or, if you are under 18 years of age, ensure your parent/guardian has done so). Eligible Participants who successfully register to participate in the Event will be notified immediately upon registration via email. Only one registration is permitted per person.
What will I receive if I successfully register for the Event?	Eligible Participants who successfully register for the Event will receive the following at no cost: (a) an opportunity to participate in an event that will showcase Nike’s latest running innovation, Nike React Infinity Run, and a running training clinic conducted by South Yarra Spine & Sports Medicine practitioners, Dean Huffer & John Charles on 30 December 2019 from 2:00PM to 4:00PM; (b) an opportunity to borrow a pair of Infinity React shoes for trialling purposes over a 2-day period (subject to terms described by NIKE); and (c) a NIKE running diary. You are responsible for all other costs related to the benefits, including travel, accommodation and meals.
Can I transfer my invitation to participate in the Event to another person?	Places are non-transferable. Valid photo ID may be required to be presented on the day with a first and last name that matches your registration details.

- These Terms & Conditions incorporate and must be read together with the detail in the Table above and the Participant Release attached. By registering to participate in this Event, you accept and agree to be bound by these Terms & Conditions and the attached Participant Release. To the extent of any inconsistency between these Terms & Conditions and the Participant Release, the Participant Release will prevail.
- If an event or activity included in the benefits is abandoned, called off or postponed for any reason, you forfeit your entitlement to that element and you will not be given any cash or alternative as a substitute for attending the activity.
- The benefits are subject to any additional conditions of NIKE as advised. Any failure by you to comply with conditions imposed by NIKE may result in the benefit being cancelled or withdrawn without liability for NIKE.
- Benefits cannot be transferred or exchanged or redeemed for cash. Without limiting any other terms of these Terms & Conditions, all benefits (and elements of benefits) must be taken as and when specified, or will be forfeited without replacement.
- In the event NIKE is prevented from continuing with the Event or the integrity and/or feasibility of the Event is severely undermined by any event beyond the control of NIKE, including but not limited to fire, flood, epidemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of NIKE (each a “**Force Majeure**” event or occurrence), NIKE shall have the right, to the extent permitted by law, to abbreviate, modify, suspend, cancel or terminate the Event without any further obligation.
- NIKE is not responsible for any tax implications arising from you receiving a benefit. You should seek independent financial advice where necessary. If for GST purposes this Event results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office’s stated view that where the parties are at arm’s length, goods & services exchanged are of equal GST inclusive market values.
- Nothing in these Terms & Conditions restricts, excludes or modifies any consumer rights under any statute including the *Australian Competition and Consumer Act 2010* (Cth).
- Subject to item 7, NIKE, its related entities and the agencies and companies associated with this Event, are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this Event or any benefit, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law). Without limiting this Item 8, NIKE, its related entities and the agencies and companies associated with this Event are not liable for any loss of, damage to or delay in delivery of any benefit.
- NIKE may collect your personal information directly or through its agents or contractors. Registration for, attendance at, and participation in, the Event is conditional upon you providing the requested information and by registering for, attending and participating in the Event you consent to the use of your personal information as described below. NIKE will use your personal information to conduct the Event. NIKE may disclose your personal information to its related companies, agents and contractors to assist in conducting the Event, communicating with you or storing data. This may include disclosures to organisations outside Australia, including in the United States. By registering for the Event you grant NIKE the right to use your information in accordance with its Terms of Use (https://agreementservice.svs.nike.com/au/en_gb/rest/agreement?agreementType=termsOfUse&uxId=com.nike.unite&country=AU&language=en&requestType=redirect) and Privacy Policy (https://agreementservice.svs.nike.com/au/en_gb/rest/agreement?agreementType=privacyPolicy&uxId=com.nike.unite&country=AU&language=en&requestType=redirect).

[e=en&requestType=redirect](#)). These documents include information about: (i) how to seek access to the personal information NIKE holds about you and seek correction of the information; and (ii) how to complain about a privacy breach and how NIKE will deal with such a complaint.

PARTICIPANT RELEASE

“Don’t Let Running Stop You From Running” – Nike Australia Pty Ltd (“NIKE”)

Please Read Carefully, Sign and Return to NIKE to indicate your acceptance as specified below.

“Event” means the “Don’t Let Running Stop You From Running” event scheduled to be held at QT Falls Creek, 17 Bogong High Plains Rd, Falls Creek, VIC 3699 and surrounding areas between 29 December 2019 and 30 December 2019, including without limitation any and all transportation to, from and between Event locations, any product testing at the Event, and all other experiences and activities related to the Event.

To the extent of any inconsistency between the Event Terms & Conditions and this Release, this Release will prevail. In consideration of the opportunity to attend and participate in the Event, I, the undersigned participant, acknowledge and agree as follows:

1. ACCEPTANCE OF TERMS AND CONDITIONS. I am sixteen (16) years of age or over and I have read this Release and fully understand, agree to and accept the terms and conditions herein. To the extent that I am under the age of 18 (a “Minor”), I represent that my parent(s) and/or legal guardian(s) have consented to me attending and participating in the Event and all references to “I” or “me” in this Release will include my parent(s) or guardian(s). I understand that, unless otherwise advised by NIKE, this Release must be printed and signed by me (and my parent(s) and/or guardian(s) where relevant) and that the signed copy must be scanned and emailed to nikerunning.au@nike.com before I can attend or participate in the Event. I acknowledge that, unless otherwise advised by NIKE, my attendance at and participation in, and eligibility to attend and participate in, the Event is subject to NIKE receiving the Release signed by me (and my parent(s) and/or guardian(s) where relevant). In some instances, NIKE may advise that I can indicate my acceptance of the terms and conditions of this Release by “checking” a box during on-line registration. Where this occurs, I understand and agree that checking the box will constitute binding acceptance of this Release by me.

2. ELIGIBILITY TO ATTEND AND PARTICIPATE IN EVENT. I understand that NIKE reserves the right to request verification of age, identity, residential address, and any other information from participants relevant to registration for, attendance at, or participation in, the Event. Verification is at the discretion of NIKE whose decision is final. NIKE reserves the right to refuse entry or eject any individual who provides false information, fails to provide information, or who is otherwise involved in manipulating, interfering with or disrupting, the Event (or attempting to do so). Attendance at, and participation in, the Event may be subject to additional conditions and requirements imposed by NIKE at its discretion.

3. RIGHTS UNDER CONSUMER GUARANTEES. Nothing in this Release excludes any term or guarantee which, under statute, cannot be excluded. E.g. you may have rights under consumer guarantees in the *Competition and Consumer Act 2010* (Cth) (the “Act”).

4. LIABILITY FOR DEATH, INJURY ETC. To the extent permitted under relevant statutes, NIKE, Inc and its affiliates and subsidiaries (including NIKE) exclude all liability (including, without limitation, in negligence) in relation to the Event for:

- (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; or
- (d) the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to an individual or the community or that may result in harm or disadvantage to an individual or the community.

5. LIMITS ON EXCLUSION OF LIABILITY. If the Event is held in Queensland, the ACT, Tasmania, New South Wales, the Northern Territory or South Australia, the exclusion of liability in item 4 will not apply to significant personal injury caused by the reckless conduct (as defined in section 139A(5) of the Act) of the supplier of the relevant services. If the Event is held in Victoria or Western Australia, the exclusion of liability in item 4 will not apply to death or significant personal injury caused by the reckless conduct (as defined in section 139A(5) of the Act) of the supplier of the relevant services or caused by the supplier’s act or omission done or omitted to be done with reckless disregard for the consequences.

6. EVENTS HELD IN VICTORIA. If the Event is conducted in Victoria, the following warning applies.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)

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 in this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- 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*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign or otherwise indicate your acceptance of this form, 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 provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, 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* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

7. FURTHER LIMITS ON LIABILITY. To the extent permitted under relevant statutes, the liability of the Released Parties (defined in item 9) is further limited as specified below.

8. ASSUMPTION OF RISK. I confirm that I am physically and medically fit to participate in the Event. I am not aware of any medical condition, impairment, disease, illness or other reason why I should not participate in the Event. **Attendance at and participation in the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death and permanent disability) and property loss or damage.** These may result from my own actions/inactions or the actions/inactions of others, the activities, the rules of play, transport to, from and between Event locations and the condition of the facilities, equipment and terrain. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the risks involved and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined in item 9) or others and assume full responsibility for my attendance at and participation in the Event. **I consent to treatment in the event of an emergency or other incident where, in the reasonable judgment of NIKE, its representatives or**

