

## Mayor's 24-hour Challenge for Mental Health – Terms and Conditions

This waiver applies to your participation in the 24-Hour Challenge for Mental Health Charity Event 2026 (Event) which will be held from 9am on Thursday, 16 April 2026 until 9am on Friday, 17 April 2026 at Crest Athletics Field, Bass Hill.

The Event is being held to encourage fundraising for Charlotte's Wish through its partner and registered charity Step Into Action Foundation to raise awareness about mental health. The Event includes an overnight stay in an outdoor public space.

By signing this waiver, you acknowledge and agree to the following terms and conditions:

### 1. Definitions

- "Council" means Canterbury-Bankstown Council
- "Organiser" means Canterbury-Bankstown Council and any authorised employee, contractor or volunteer in facilitation of the Event
- "Event" means the Mayor's 24-Hour Mental Health Challenge held at Crest Athletics Field, Bass Hill
- "Participant" means any person registered to take part in the Event.
- "Charlotte's Wish" is not a registered charity. It is partnered with registered charity Step Into Action Foundation ABN 42612297190 Step into Action
- "Step Into Action" is an ACNC registered charity partnered with Charlotte's Wish Charlotte's Wish

### 2. Eligibility and Participation

The Event is open to individuals aged 8 years and over.

Participants under 18 years ("Minors") must have written consent from a parent or guardian and must be always accompanied and supervised by a responsible adult throughout the Event, including overnight.

The Organiser reserves the right to refuse or remove any Participant whose conduct is unsafe or inappropriate.

Participation is voluntary and at the Participant's own risk. Participants are responsible for their own safety and wellbeing.

By participating in the Event, Participants acknowledge and accept that the Event involves an overnight stay in an outdoor public space and carried inherent risks including, but not limited to, exposure to weather conditions, uneven or slippery surfaces, limited visibility at night, interactions with members of the public, insect bites, physical fatigue and the risk of theft, loss or damage to personal property.

By participating, Participants acknowledge that they are fundraising for Charlotte's Wish through registered charity, Step Into Action.

### 3. Health, Safety, and Medical Care

Participants warrant that they (and any minor under their supervision) are medically fit to take part in the Event and are encouraged to seek medical advice before the Event.

In case of injury or illness, Participant's consent to first aid being administered by qualified staff and, if necessary, an ambulance being called.

Participants are responsible for the payment of any medical, hospital or ambulance costs incurred.

First aid and mental health first aid will be available onsite.

Unsafe, disrespectful or disruptive behaviour (including bullying, harassment, or substance misuse) will not be tolerated and Participants will be asked to leave the Event

#### 4. Liability, Insurance and Indemnity

To the maximum extent permitted by law, Participants voluntarily assume for themselves and any minor/s under their supervision all risks associated with attending and participating in the Event including risks arising from environmental conditions, physical activity, overnight outdoor stay and interactions with third parties.

Council maintains public liability insurance for incidents arising from Council's negligent acts, however, this insurance does not provide personal accident, injury or property insurance for Participants. Participants acknowledge and accept that they are responsible for obtaining their own personal accident or health insurance for themselves and any minor/s under their supervision.

To the maximum extent permitted by law, the Council, the Organiser and their representatives are not liable for injury, loss or damage except to the extent caused by their own negligent acts or omissions. Any such liability will be reduced proportionately to the extent that the Participant and/or any third party contributed to the injury, loss or damage.

To the extent permitted by law, Participants indemnify and keep indemnified Council and the Organiser against all claims, liabilities, losses, damages or expenses (including legal costs on a full indemnity basis) arising from the Participant's negligent, reckless or unlawful acts or omissions in connection with the Event.

#### 5. Conduct and Supervision

Participants must follow all directions from the Council and the Organiser.

Parents and guardians acknowledge that they remain responsible for the care, control, supervision and safety of all minors under their supervision at all times throughout the Event, including in rest areas and overnight zones, and must ensure compliance with all child safety directions issued by Council and the Organiser.

#### 6. Consent to Photography, Media and Promotion

Participants acknowledge and accept that the Council and the Organiser may record, photograph and/or film the Event for promotional and educational use.

Participant's acknowledge and accept that recordings, photographs and/or film captured of the Event for promotional and educational use may be published on Council's and/or Charlotte's Wish and/or Step Into Action websites, social media and/or educational and promotional materials.

Participants acknowledge and accept that they will not be entitled to any remuneration for the publishing or use of any recordings, photographs and/or film depicting their image, voice or likeness.

Participants (or parents/guardians in the case of minors) who do not consent to being photographed or filmed must notify Council in writing prior to the Event. Council will take reasonable steps to honour such requests, but Participants acknowledge that incidental capture in crowd scenes may still occur. Participants grant Council an irrevocable, worldwide, royalty-free licence to use, reproduce, publish, broadcast, edit, adapt and communicate their image, voice and likeness (as captured in any photographs, recordings or film) for Council-related promotional, reporting, archival and communication purposes.

#### 7. Privacy and Data Protection

Personal information collected for registration and participation will be handled in accordance with the Privacy Act 1988 (Cth) and the Council's Privacy Policy.

Data will only be used for Event administration, safety and communication unless additional consent is provided.

#### 8. Fundraising and Donations

Participant's wishing to make donations must do so directly through the Charlotte's Wish or Step Into Action websites.

Participants that are at least 18 years old and wish to fundraise must sign up to Charlotte's Wish to conduct fundraising for Step Into Action through its partnership with Charlotte's Wish.

Participants are encouraged to raise funds for Charlotte's Wish through registered charity, Step Into Action, lawfully and ethically.

Participants must declare all cash donations they receive to Step Into Action and/or Charlotte's Wish.

Participants warrant that they will conduct all fundraising in compliance with the Charitable Fundraising Act 1991, associated regulations and any directions issued by Council, Step Into Action and/or Charlotte's Wish.

Participants warrant that they will not collect donations using unapproved materials or methods.

Participants warrant that all the funds that they raise will be given to Charlotte's Wish through its partnership with registered charity Step into Action

#### 9. Event Changes or Cancellation

The Organiser may alter, postpone, or cancel the Event due to weather, safety or unforeseen circumstances.

Registration fees (if applicable) may be non-refundable, though all donations will still go to Charlotte's Wish.

Any changes will be communicated via email, the Event website and social media.

Cancellations must be provided in writing to [activecb@cbc.city.nsw.gov.au](mailto:activecb@cbc.city.nsw.gov.au) a minimum 48 hours prior to a scheduled Activity.

#### 10. Force Majeure

Council and the Organiser are not liable for any delay, change or cancellation of the Event caused by circumstances beyond their control, including but not limited to severe weather, natural disasters, public health orders, power outages, equipment failures, acts of third parties or threats to public safety.

#### 11. Governing Law

These Terms and Conditions are governed by the laws of New South Wales and any disputes arising in connection with the Event are subject to the exclusive jurisdiction of the courts of New South Wales.

#### 12. Acceptance of Terms

By participating in this Event, you acknowledge that you:

Have read, understood and agree to abide by these Terms and Conditions.

Accept full responsibility for your own (and any minor/s you're supervising if applicable) participation and safety in the Event.

Consent to medical treatment, data use and photography, media and promotion.

I will not enter and participate unless I am medically able and properly trained, and by

completing the registration form I certify that I am medically able to perform this event, and am in good health, and I am properly trained.

I agree that I understand and will abide by all of these conditions.