

Terms and Conditions – One Night Outside. Central Highlands Winter Sleepout

By registering to attend One Night Outside, Central Highlands Winter Sleepout, you agree to the following Event Terms and Conditions.

Age Restrictions

Participants - All participants in the Sleepout must be aged 16 years or over as of the date of the Event. Participant(s) may be asked to provide proof of identity prior to entry. Participants aged under 18 (16+) must be accompanied by an adult (1 adult per 2 under 18s).

Visitors - Evening Only Participants

Visitors may attend and enjoy the evening activities but must leave the event by 9pm and may not participate in the sleepout. Evening Visitors under the age of 18 year (16+ years) must be accompanied by an adult over the age of 18 (Guardian).

A Guardian may only be responsible for a maximum of two (2) Junior Visitors and is responsible for supervising the Junior Visitor(s) at all times during the Evening. The Central Highlands Homelessness Alliance (CHHA), and partners, reserve the right to refuse entry to any person deemed under the age of 18 years who is not accompanied by a Guardian or who does not otherwise comply with these terms.

Guardians responsible for Junior Visitors will be deemed to have accepted these terms on behalf of the relevant Junior Visitor(s) and deemed to have obtained consent from the Junior Visitor(s) parent/legal guardian for the Junior Visitor(s) to attend the Event with them. All Guardians and Junior Visitors will be allocated wrist bands upon admission. These wrist bands must be worn at all times during the Event.

Tickets

Tickets, mobile or hard-copy, must be retained at all times. Entry may be refused if your ticket is damaged or defaced in any way or is not a genuine ticket. Participants are not entitled to refunds of registration fees should their circumstances change and they cannot attend the Event. Tickets may not be resold or offered for resale in any circumstances. Tickets are transferable to substitute participants provided that you submit a request to CHHA at: Juelz.sanders@vt.uniting.org a minimum of five business days prior to the Event and that the substituted participant agrees to be bound by these terms and conditions.

Admission

All Participants will be issued a wrist band which must be worn at all times. All participants must be within the venue by 9pm unless by special arrangement with the organisers. The right of admission is reserved exclusively for valid ticket holders and is subject to these terms of admission. Entry to the venue is at your own risk. You assume all risks relating to your participation in the Event and, to the maximum extent permitted by law, you waive, for yourself and your legal and personal representatives, any claim against CHHA, CHHA employees, directors, representatives and agents relating to the Event, including claims for personal injury or property damage.

Late arrival may result in admission to the Event being refused and no refund will be given in these circumstances. It is a condition of your attendance at the Event that a search of your person and/or your possessions may be required at the time of entry to the venue. You acknowledge that CHHA will be responsible for any loss or damage to personal property such as bags, money or other personal items brought by you or any Visitors to the Event.

Program and Content

The program may contain content that is sensitive or confronting as it contains stories of people experiencing homelessness. Involvement in sessions is optional, and all participants should apply their individual discretion on participation. Guardians are recommended to apply their individual discretion in relation to allowing the Junior Visitor(s) they are responsible for to be exposed to such program content.

Sleeping Areas

Organisers will mark out and name sections for participants to sleep in for the purpose of safety, access and locating participants in case of emergency. Participants may choose to sleep in any sleeping area identified for the sleepout. Participants agree to not sleep outside the areas identified for this event, and to not move signage or boundary markers.

Behaviour

CHHA members or agents acting on behalf of CHHA reserve the right to prohibit entry of any person to the Event or eject any person from the Event based on behaviour deemed inappropriate by them at their discretion, including, but not limited to, behaving in an intoxicated, disorderly, offensive, threatening or inappropriate manner, being inappropriately attired or adversely affecting the enjoyment of the Event by others. You must ensure that you and any Junior Visitors in your care behave in an orderly manner. Participants and visitors who behave in a disorderly, disruptive or inappropriate manner may, at the sole discretion of CHHA's members or agents, be required to leave the Event. If a Guardian is required to leave the event their Junior Visitors will be required to leave with them. Security will be on site during the event to assist with any behaviours of concern.

Prohibited Items

This is an alcohol and prohibited substance free event. It is a condition of entry that a search of your person and/or possessions may be required at the time of entry. Glass, alcohol, weapons, illegal substances or any item that CHHA consider may be used in an illegal or offensive manner may be confiscated and entry to the Event refused.

This is a pet and animal free event, and all animals other than service animals will not be admitted.

Smoking/Vaping

Smoking and/or vaping will be permitted in a designated area only, which is outside the gate/fenced area of the venue. Participants will be asked to leave the Event if they are found smoking outside this area.

Safety

In case of a major incident, emergency or serious injury, you must follow all official directives of emergency services personnel, CHHA and their authorised agents, staff, and partners.

Image Release

As a condition of entry to the Event participants grant permission to CHHA, their agents and others working under their authority, to take and to have full and free use of video/photographs containing their image/likeness. It is understood these images may be used for promotional,

news, on-line/multimedia, research and/or educational purposes by and for CHHA and any Event partners. The Event may also be published in print or broadcast on television, radio or over the internet. As a result of your participation in the Event, you may appear in these publications or broadcasts. Participants agree that they are not entitled to remuneration, residuals, royalties or any other payment in respect of their image/likeness or its use. All recordings are the sole property of CHHA and by entering the Event areas you release CHHA from liability arising on account of such usage. Security cameras are operating on the premises and you acknowledge that you may be filmed.

If you do not want your image recorded, please inform a CHHA member at the Event.

Force Majeure

In the event that the CHHA are prevented from carrying out its obligations as a result of any cause beyond its control, such as but not limited to: riots; acts of God, fires, storms, floods, earthquakes, hurricanes, and other natural disasters; disease, epidemics, pandemics, or health emergencies; the failure of any third party to deliver goods or services for the Event; power, communication line or other utility service disruptions; or embargos, travel bans, and other governmental restrictions or recommendations that affect or materially impact the purpose of the Event; or any other situation that makes it impossible, illegal or commercially unfeasible for CHHA to hold the Event, CHHA reserve the right to cancel or reschedule the Event.

Cancellation of Event

CHHA's liability in the event of cancellation is limited to a full refund of the Event registration fee.

Liability and Indemnity

To the maximum extent permitted by law, CHHA will not be liable for any personal injury or property loss or damage, or for any other loss, including any direct, indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in association with the Event and you agree to indemnify CHHA members against any claim or liability in respect of such loss, damage or injury. The maximum aggregate liability of CHHA, its directors, officers, affiliates, agents and representatives for any losses, damages, or actions in connection with the Event will not exceed the amount of the registration fee, if any, paid by you. You are liable for any loss or damage caused at the Event by you and, if applicable, any Junior Visitor(s) you are responsible for.

Event website

All intellectual property rights in the Sleepout Event website and the content provided on it (including information, logos, trademarks, design, text and images) are owned or licensed by CHHA and, unless specified in the 'Resources to Share' section may not be used without CHHA's permission.

Fundraising conduct

In addition to abiding by all applicable state and federal legislation, all fundraisers must agree to conduct themselves and deliver the Sleepout fundraising activity in accordance with CHHA's values. No inappropriate behaviour or conduct is to be undertaken including (without limitation) the use of illegal substances, alcohol or other substance intoxication, inappropriate and offensive language, bullying, prejudice, intimidation, or threatening behaviour.

If it is found that you have breached any requirements set out in these T&Cs, CHHA reserve the right to withdraw approval of any fundraising activity and take further action as necessary. This includes, but is not limited to, removing any content posted by you, preventing you from accessing the fundraising platform and from participating in any future CHHA related fundraising activities including the Sleepout. In the event of a breach, CHHA reserve the right to use all remedies available to it in law and in equity

You must not use door-to-door, telemarketing, collection tins or buckets as your fundraising methods, or solicit donations from occupants of vehicles or in public places such as shopping centres.

You must not impersonate any person or entity, including CHHA staff or affiliates, when undertaking your fundraising activity. This includes doing anything that may make another reasonably believe that you are acting on behalf of a third party.

CHHA can revoke any approval, authority or other verification of your fundraising activity at any time if we believe that what you are planning, doing, or what may result, could in any way negatively affect the image or reputation of the Sleepout or CHHA. We also reserve the right to revoke or withdraw all or part of your fundraising activity if we believe for any reason that you might not be able to meet any of these T&Cs.

Your fundraising webpage conduct:

In relation to your fundraising webpage, you agree not to:

- a. Upload any inappropriate material. This includes unlawful, criminal, threatening, abusive, defamatory, libellous, contemptuous, obscene, vulgar, pornographic, profane or indecent material, including any material that would materially and adversely affect the reputation of the Sleepout, LCH or CHHA;
- b. impersonate any person or entity, including LCH or CHHA members' staff or affiliates;
- c. upload any material of any kind for commercial purposes, or which contains any promotional material or advertising;
- d. make any statements on behalf of CHHA that would reasonably appear to have come from an CHHA representative; and
- e. upload material which violates or infringes the rights of any other person or party or infringes any law.

The use of photographs and other information on your fundraising website:

By providing photographs or other information to CHHA, you are confirming to us that you have all rights to do so, including obtaining the necessary consents or releases from the subjects of the photographs and any providers/contributors/owners of the other information you give us, including your own consent.

By submitting photographs or other information to your fundraising website, you give CHHA consent to publish this material on our website and/or via any other method of publication now

or in the future.

Laws

The laws of the state of Victoria apply to these Terms and Conditions and you submit to the jurisdiction of the courts of Victoria with respect to any proceedings arising out of, or in relation to, these Terms and Conditions.