



Terms and Conditions

1. Make a Meaningful Moment for Mental Health is a DIY fundraising campaign. It enables members of the public, including individuals or groups, to develop and run their own fundraising challenge and/or event, to raise funds to support the Black Dog Institute. By participating in Make a Meaningful Moment for Mental Health, you are accepting the Terms & Conditions, [Privacy Policy](#), [Fundraising Guidelines](#), and agree to comply with them.
2. Please read all terms carefully as this is a legal document that affects your rights.

Definitions

“Campaign” means the DIY fundraising activity being developed, implemented and undertaken by you, as the individual or group, taking part in BDI’s Make a Meaningful Moment for Mental Health DIY fundraising challenge. There is no registration fee for this campaign.

“We/BDI/Us/Our” means Black Dog Institute (BDI) ABN 12 115 954 197.

Risk notice

3. I acknowledge that the Campaign and the activity I choose to do as a part of my fundraiser, may involve certain inherent risks of injury or even death from various causes. I am aware of the hazards involved and engage in the Campaign at my own risk.
4. I acknowledge participation in the Campaign in a public place where people are present also increases your risk of exposure to and contraction of communicable disease(s), including but not limited to COVID-19.
5. I acknowledge that while BDI may offer guidance, communications and other assistance to me and Campaign participants, to the maximum extent permitted by law, BDI is excluded from all liability to me, including negligence and whether my loss or damage has occurred to myself or my property. Where that liability cannot be excluded, the liability of BDI is limited to the maximum extent permitted by law.
6. I acknowledge that BDI shall not be responsible to me for any punitive, exemplary, incidental, special or consequential damages, including but without limitation loss of profits, loss of revenue, loss or denial of opportunity, indirect/remote/abnormal or unforeseen loss or any similar loss whether in the reasonable contemplation of BDI or me.
7. I acknowledge that the activities of the Campaign may constitute a "recreational service" as defined in the *Competition and Consumer Act 2010* (Cth) and the liability of BDI (including for death or personal injury) arising out of the failure by BDI, its employees or volunteers to comply with any consumer guarantees under that Act is excluded to the maximum extent permitted by law.
8. I acknowledge that the Campaign may be physically demanding in some susceptible individuals and may involve exposure to the natural elements and extreme weather and other circumstances over which BDI has no control..
9. If my Campaign has a physical component, I certify that I am physically fit to take part in and train for this event and have not been advised otherwise by a qualified medical professional. I am not suffering from a medical condition that would make me unfit to participate in the Campaign.
10. I understand that the terms herein are contractual, serious - not a mere recital and form the basis of the Agreement by which I participate.



11. I further acknowledge that I have been advised by the principals, servants and/or agents of BDI of the risks associated with the activities and to the extent permitted by law, I have voluntarily assumed those risks.
12. I understand that nothing in this contract limits or excludes provisions made in the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law or other applicable legislation and that despite my signing of this contract I will still have the benefit of consumer protection.

Content sharing

13. Any content that I post (e.g. photos, videos and comments) is my responsibility, and I must make sure that I have the necessary rights to post that content (e.g. by obtaining permission of copyright owners if necessary or by obtaining permission to use personal information of third parties).
14. I give permission for the free use by BDI of, and grant to BDI a non-exclusive, transferable, royalty-free worldwide right to use and reproduce, my name, image and voice in any broadcast, or any other account on social media, the BDI website or any media, of the Campaign.
15. I agree not to upload, post, email, transmit or otherwise make available any material that is abusive, harassing, obscene, defamatory or is otherwise offensive.
16. Participants of the Campaign can share their own story, content or photos relating to why they are doing the Campaign. BDI reserves the right to request the removal of any content if the content is not in the best interests of the community or BDI. I agree to abide by such requests.

Governing law

17. I acknowledge this Agreement is governed by the Laws of New South Wales including the *Civil Liability Act 2002* (NSW) as amended.
18. I further acknowledge that this document may be relied upon in any proceedings instituted in any Court by me or my heirs, executors and assigns.
19. Any disputes by Campaign participants concerning the conduct of the Campaign are to be resolved with BDI.

Participant age

20. I further state that I am over 18 years old and legally competent to sign this acknowledgement. If I am under 18 years old, I state that I have obtained parental consent to participate in the Campaign by way of submitting a Parental Consent Form to BDI.

Authority to fundraise

21. By participating in the Campaign we are providing you authority to fundraise on behalf of BDI and you agree to conduct your fundraising activities in accordance with our authority to fundraise.
22. In conducting your fundraising Campaign you must not impersonate any person or entity, including, but not limited to, staff members and volunteers of BDI and our affiliates. Any fundraising activity undertaken by a third party to raise funds for BDI will be conducted by that individual or group/committee and is the sole responsibility of the person/s undertaking that fundraising.
23. BDI reserves the right to refuse approval of any proposed fundraising activity deemed to be unacceptable or non-aligned with the Black Dog brand.
24. BDI is not responsible for any expenses incurred by you in undertaking your fundraising activities. The person/parties authorised to fundraise are responsible for payment of all expenses in relation



to the agreed fundraising activity.

25. BDI is unable to secure raffle or auction prizes for your fundraising activity.
26. We do not provide public liability insurance for fundraising events organised by a third party. Organisers will need to take out their own public liability Insurance.
27. We accept no responsibility for any accidents or incidents that occur during the organisation or running of your fundraising activity. You indemnify Us with any insurance you obtain in relation to your activity.
28. It is the responsibility of the person/parties undertaking the fundraising activity to gain any licences or approvals which may be necessary to operate their fundraising activity from relevant local and state authorities (e.g. Councils).
29. Any person/party who undertakes a fundraising activity on behalf of a registered charity without authorisation by that charity is acting outside of the law and can be prosecuted.
30. We reserve the right to refuse, or cancel at any time the granting of an authority to fundraise if we believe it is not in the best interests of the individual, the community or BDI.