

2019 MDC Volunteers Terms and Conditions

1. **Event Owner:** means Mother's Day Classic Foundation Ltd ATF Mother's Day Classic Foundation ABN 16 179 157 565.
2. **Event Organiser:** means and includes the Event Owner, Event manager, state committee's members and volunteer regional hosts contracted by Mother's Day Classic Foundation for the event location(s).
3. **Event manager:** means a third party company contracted by the Event Owner to manage the running of the Mother's Day Classic in an agreed location(s).
4. **Event:** 2019 Mother's Day Classic, taking place on Sunday 12 May 2019.
5. **Volunteer agreement:** By signing, in exchange for the training and other benefits the Event Owner and Event Organiser will provide to the volunteer, the volunteer agrees to volunteer for the Event Owner and Event Organiser at the Event on the terms set out in this document.
6. **Minimum age:** If a volunteer is under 18 years of age, a parent or guardian must read and accept the Volunteer Application Form and these Volunteer Terms and Conditions on their behalf. On the day of the event, any volunteer performing a role who is under the age of 18 must be accompanied by and/or under the responsibility of someone over the age of 18.
7. **Application Form:** The volunteer must complete the official online Volunteer Application Form. An application is not approved until the Event Organiser provides written confirmation to the applicant.
8. **Applications, acceptance and availability:** The Event Organiser has the sole discretion in accepting or rejecting applications for volunteers, and this discretion may be exercised on any basis, including where the required number of volunteers has been reached. The decision of the Event Organiser in accepting or rejecting an applicant is final and no correspondence will be entered into.
9. **Required training:** Each volunteer is required to attend information or training sessions conducted by the Event Owner or Event Organiser prior to the Event & on the day of the event if deemed necessary to perform their role. Dates and details of these information training sessions will be provided to the volunteer at least one week in advance.
10. **Performing your role:** Each volunteer must act in accordance with the role description assigned to them and in accordance with any directions given to them by the Event Owner or Event Organiser.
11. **Volunteer conduct:** Each volunteer must act in good faith, to the best of their abilities, in the spirit of the Event and in a proper, appropriate and professional manner with all due skill, care and diligence. This includes (without limitation) upholding the good reputation of the Event (and the Event Organiser and Event Owner), being unimpaired by alcohol or drugs and not acting offensively, aggressively, in breach of any laws or in a way that is otherwise inappropriate. Volunteers must also follow all instructions from the Event Owner or Event Organiser. If the Event Owner or Event Organiser considers that a volunteer breaches this

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clause, they may direct the volunteer to cease all involvement with the Event immediately and the volunteer must comply.

12. **Health and safety:** Each volunteer must be safe and responsible at all times and must comply with all safety policies, procedures and directions notified by the Event Owner or the Event Organiser. Each volunteer recognises the difficulties of the Event and attests that they are physically fit to volunteer in the Event and that they have not been advised otherwise by a qualified medical practitioner. Each volunteer warrants that the medical information that they have included on the Volunteer Application Form is accurate and that if they become aware of any medical condition or impairment that will be detrimental to their health if they volunteer in the Event, or are otherwise sick or injured prior to the Event, they will notify the Event Organiser.
13. **Emergency treatment:** Each volunteer consents to receive medical treatment that may be deemed advisable in the event of injury, illness, accident and/or illness during the Event.
14. **Volunteer risks:** Each volunteer acknowledges that volunteering in the Event may involve a real risk of serious injury or even death from various causes including over exertion, dehydration, and accidents with other volunteers, participants, spectators or road users.
15. **Release and indemnity:** Each volunteer acknowledges that (to the extent permitted by law) they volunteer in the Event at their own risk, and in consideration of and as a condition of acceptance of their application to be a volunteer in the Event he or she agrees:
 - to release (to the extent permitted by law) the Event Owner, the Event Organiser, the Event sponsors and each of their agents, affiliates, employees, members, promoters and all competitors in the Event and any other person or body directly or indirectly associated with the Event (“those indemnified”) from all and any claims, demands or proceedings arising out of or in connection with his or her performance of tasks (or failure to perform tasks or to perform tasks adequately) as a volunteer in the Event; and
 - to indemnify those indemnified and to keep them indemnified against all liability for all injury, loss or damage arising out of or in connection with his or her performance of tasks (or failure to perform tasks or to perform tasks adequately) as a volunteer in the Event,

to the extent that:

- the volunteer acted other than in good faith;
- the volunteer knew, or ought reasonably to have known, that at the relevant time he or she was acting:
 - outside the scope of the work organised by the Event Organiser or the Event Owner; or
 - contrary to any instructions given by the Event Organiser or the Event Owner; or
- the volunteer’s ability to act in a proper manner was, at the relevant time, significantly impaired by alcohol or drugs.

This release and indemnity continues forever and binds each volunteer’s heirs, successors, executors, administrators, personal representatives and assigns.

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15. **Images/content:** Each volunteer consents to the publication and/or use in any form of media whatsoever of their name, image, statements or persona in any context pertaining to the Event or otherwise during or after the Event whether for advertising, promotions or otherwise for no fee or remuneration.
16. **Information and privacy:** The information provided by volunteers is being collected by the Event Owner and will be used for Event administration and volunteer co-ordination by the Event Organiser and Event Owner, including for communicating with volunteers about the Event. Each volunteer's contact details will also be included in the Event volunteer database. Each volunteer can seek access to personal information the Event Owner holds about them. A copy of the Event Owner's privacy policy can be viewed via the website - <https://www.mothersdayclassic.com.au/privacy/>. Each volunteer can seek access to the personal information the Event Organiser holds about them by contacting administration@mothersdayclassic.com.au. Volunteer registration information is collected via registration software provided by Rosterfy. If you choose not to provide information, the Event Owner and Event Organisers may not be able to provide you with information and services in relation to the Event and your volunteer role. The privacy policies of the Event Owner set out above contain information regarding how you may access and correct the personal information that they hold about you, and how you can complain about how they collect or use that personal information.
17. **Insurance:** Volunteers will be covered by the Event Owners - Voluntary Workers policy. The terms of this policy are available on request and each volunteer understands that their ability to make a claim under the policy is subject to their compliance with the terms of the policy.
18. **Independent contractors:** Each volunteer expressly understands that their relationship with the Event Owner and Event Organiser is at all times as a volunteer.
19. **Variation:** The Event Owner and Event Organiser reserves the right to issue instructions to volunteers orally, in writing or otherwise, up to and on the date of the Event. Written instructions will be posted via the online volunteer management system, Rosterfy, which volunteers must review from time to time.