

**DEED OF RELEASE – THE GIRLFRIEND MOVEMENT EVENT**

DEED dated .....

This Deed is between Pacific Magazines Pty Ltd (ABN 16 097 410 896) of Media City, 8 Central Avenue, Eveleigh NSW 2015 (**the Promoter**) and the individual named below (**You**), in relation to the The Girlfriend Movement Event (**Event**)

Name:.....

Address:.....

Phone:.....

As a condition to participating in the Event, You certify that you have read all clauses below and by registering to participate in the Event, You agree to the following terms:

**1. GENERAL**

You have agreed to participate in the Event to be held by the Promoter on **Friday 19<sup>th</sup> May 2017** in accordance with this Release and any Event rules notified by the Promoter from time to time.

**2. RIGHTS**

- 2.1 The Promoter (or its designated media partners) may photograph and record you and your participation in the Event on film, tape or any other medium.
- 2.2 All recordings made and photographs taken by the Promoter (or its designated media partners) of your appearance in the Event and any copyright in the recordings and photographs will be the sole and absolute property of the Promoter. You assign to the Promoter the copyright in your appearance in the Event, any recordings and/or photographs provided by you for use in, or taken or produced by the Promoter in the course of, the Event.
- 2.3 You agree that the Promoter has the unrestricted right to use and exploit the recording and photographs as well as your name, likeness, biographical material, image, voice, statement or otherwise without any payment to you in all media throughout the world in perpetuity.
- 2.4 You agree that your appearance in the Event may be edited at the Promoter's discretion.

**3. SUSPENSION AND CANCELLATION**

- 3.1 You agree the Promoter has no liability to you if the Event is cancelled or suspended for any reason.
- 3.2 You acknowledge that if the Promoter believes that You have behaved inappropriately, the Promoter may at any time and in its sole discretion, exclude or remove you from participating in the Event. You agree that if you are excluded or removed from the Event for any reason, the Promoter will not be liable for any loss or damage caused in exercising its discretion under this clause.

**4. WARRANTIES**

- 4.1 You warrant that:
  - a) You are 18 years of age or older, or if under 18 you have the consent of your parent/guardian to participate in the Event and agree to these terms and conditions;
  - b) You are fit and competent to participate in the Event;
  - c) to the best of your knowledge, You are not suffering from a condition which would prevent and/or render you unfit to participate in the Event;
  - d) You have consulted with a GP before participating in the Event if you are pregnant or breastfeeding, elderly, overweight, have any existing health issues or injuries, or if You do not exercise regularly.

**5. RELEASE**

- 5.1 You acknowledge that:
  - a) You participate in the Event at your own risk.
  - b) You will take all reasonable measures to protect yourself from the risks of participation.
  - c) You accept all responsibility for payment and/or reimbursement of any medical expenses incurred on your behalf.
  - d) You are responsible for all property you bring to the Event sites and the Promoter, as well as its

directors, officers, employees, volunteers, contractors, sponsors and / or agents (“**Associated Entities**”) accept no responsibility for any loss or damage to this property.

- 5.2 You agree to:
  - a) release the Promoter and the Associated Entities from any claim and from any liability (to the extent permitted by law) for or as a result of any loss, injury or damage suffered by you in relation to your attendance and participation at the Event, howsoever caused, including any claim or liability which arises due to any negligence of the Promoter or the Associated Entities; and
  - b) indemnify the Promoter and the Associated Entities from and against all claims, losses, damages or expenses including legal costs that may be suffered or incurred by you in relation to your attendance and participation at the Event.
- 5.3 You acknowledge that your participation in the Event involves physical activity and carries with it the potential for death, serious physical injury, mental or physical illness and/or property loss. You voluntarily and fully and knowingly and intentionally accept and assume these risks and understand and acknowledge that the waivers, releases and indemnities in this Release expressly apply to these risks.
- 5.4 To the extent permitted by law, neither the Promoter nor the Associated Entities are liable for any misadventure, accident, injury, loss or claim suffered either directly or indirectly by you connected with your participation in the Event.
- 5.5 You agree this document may be relied on in the event of any court proceeding by you or your heirs, executors and assigns.
- 5.6 All parties acknowledge that nothing in this Release limits your rights under the Consumer and Competition Act 2010 (Cth). Nor can the Promoter nor the Associated Entities avoid liability for acts of gross negligence and your right to sue for any special liabilities imposed by Federal or State statute.

**6. ASSIGNMENT AND VARIATION**

- 6.1 The Promoter may assign and/or license the benefit of this Release (in whole or in part) without your consent. You are not permitted to assign and /or license the benefit of this Release.
- 6.2 The Promoter may vary the terms of this Release at any time and will use reasonable endeavours to notify entrants of such variations on the website.

**7. PRIVACY**

Pacific Magazines Pty Limited (“Pacific”) is collecting your personal information for the purpose of administering and conducting the Event, including identifying participants, recording results and communicating with me about the Event. As a subsidiary of Seven West Media Limited (“Seven”), Pacific will handle your personal information in accordance with Seven’s Privacy Policy, which is available on our website at [www.pacificmagazines.com.au](http://www.pacificmagazines.com.au) (and which contains information regarding how you can access your personal information, correct it and/ or make a complaint about our handling of your personal information). By providing your personal information below, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific may disclose your personal information to its related entities and service providers for research and profiling purposes as well as for the purpose of managing your account on behalf of Pacific (where applicable). **In addition, by entering the Event, you consent to Seven using your personal information for the purpose of Seven and its related entities sending you information regarding programs, products and services available through them and/ or through their business partners, and to Seven from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly.** We will always provide you with the ability to opt out of those communications. [www.pacificmagazines.com.au](http://www.pacificmagazines.com.au)

**Executed as a Deed:**

Name: .....

Signed: .....

**MINOR CONSENT (if applicable for minor – under 18 years old)**

I am the parent or guardian of the minor named above and have the legal authority to execute the above release on their behalf. I approve the foregoing and waive any rights in the Material.

Signed: Parent or Guardian