Schools in Action

2027 NATIONAL ALL SCHOOLS SPORT CHALLENGES EVENT TERMS

PLEASE READ THESE EVENT TERMS CAREFULLY BEFORE REGISTERING YOUR SCHOOL TO PARTICIPATE IN THE EVENT. BY REGISTERING YOUR SCHOOL TO PARTICIPATE IN THE EVENT YOU AGREE TO BE BOUND BY THESE EVENT TERMS ON BEHALF OF YOUR SCHOOL. IF YOUR SCHOOL DOES NOT AGREE TO THESE EVENT TERMS THEN YOU MUST NOT REGISTER YOUR SCHOOL TO PARTICIPATE IN THE EVENT.

1. About this Event

Schools in Action Pty Ltd ABN 32 646 332 514 ("**we**", "**us**" or "**our**") is responsible for organising the 2027 National All Schools Sport Challenges ("**Event**") for school students. When participating in or attending the Event your school must at all times comply with these event terms ("**Event Terms**"), any directions given by us and all applicable laws. In these Event Terms, a reference to the Event includes all activities relating to the holding or conducting of the Event.

2. Legally binding

These Event Terms constitute a legally binding agreement between your school and us which applies to all matters arising out of, or in connection with, the Event. By registering your school to participate in the Event you agree to be bound by these Event Terms on behalf of your school and you warrant that you have full legal authority to do so. If your school does not agree to be bound by these Event Terms then you must not register your school to participate in the Event. In these Event Terms, a reference to "you" includes your school unless the contrary intention appears.

3. Event Terms

These Event Terms include the 2027 National All Schools Sport Challenges Event Regulations ("**Event Regulations**"), Schools in Action Code of Conduct ("**SIA Code of Conduct**") and all other terms and conditions and policies applicable to the Event which appear on this website www.schoolsinaction.com.au ("**Website**"). In the event of a conflict between the provisions of these Event Terms and any such other terms and conditions or policies then these Event Terms will prevail to the extent of the inconsistency unless otherwise expressly stated. In these Event Terms, the meaning of general words is not limited by specific examples introduced by including, for example, or similar expressions.

4. Event Regulations and SIA Code of Conduct

You must at all times comply with and ensure that all of your students, teachers, officers, employees, contractors and agents participating in or attending the Event comply with the Event Regulations and SIA Code of Conduct.

5. Event registration

Registration requirement

You must use the registration platform supplied by us to register to participate in the Event. You agree that all information that you provide to us for the purpose of registering to participate in the Event will be accurate, complete and current.

Registration refusal

We reserve the right in our sole discretion to refuse to register you to participate in the Event for any reason including, without limitation, if you provide us with any information which is not accurate, complete and current.

Registrant information

Whilst you remain registered to participate in the Event you agree to maintain the accuracy, completeness and currency of all information that you provide to us for the purposes of the Event. We are not responsible for any loss or damage that you suffer as a result of us relying upon any such information which is not accurate, complete and current.

Registration cancellation

You may cancel your registration for the Event at any time by notifying us acknowledging that you will not be entitled to a refund of any fees or charges paid for the Event unless otherwise expressly stated in the Event Regulations. We may cancel your registration to participate in the Event if you breach these Event Terms.

6. Event changes

We reserve the right in our sole discretion to make any changes to the Event that we determine to be necessary or appropriate for the purpose of holding or conducting the Event including, without limitation, changes to the timing and venue for holding or conducting the Event. We will provide you with notice of any changes to the Event as soon as reasonably

practicable. We will not be responsible for any travel, accommodation or other costs that you or your students, teachers, officers, employees, contractors or agents incur as a result of any changes to the Event unless otherwise expressly stated in the Event Regulations.

7. Event participation and attendance

You are responsible for ensuring that all of your students, teachers, officers, employees, contractors and agents at all times comply with the Event Regulations and any direction given by us in relation to their participation in or attendance at the Event. We reserve the right in our sole discretion to refuse to allow any person to participate in or attend the Event where the person does not comply with the Event Regulations or any direction given by us in relation to their participation in or attendance at the Event.

8. Event cancellation

We reserve the right to cancel the Event by giving you a cancellation notice where: (i) we determine in our sole discretion that there will not be a sufficient number of students registered to participate in the Event; (ii) we are unable to hold or conduct the Event due circumstances beyond our reasonable control including, without limitation, acts of God, natural disasters, weather events, fires, epidemics, pandemics, third party supplier failure, acts or orders of government, acts of war, terrorism, embargoes, insurrection, strikes, labour disputes and riots or other acts of civil disorder; or (iii) we determine in our sole discretion that it is necessary to cancel the Event for any reason.

9. Event fees and charges

You agree to pay us all fees and charges that apply to the Event which are specified in the Event Regulations. All such fees and charges will be shown in Australian dollars and include any applicable goods and services tax unless otherwise specified. All fees and charges which you pay to us for the Event will be non-refundable unless otherwise stated in the Event Regulations.

10. Personal information handling

By providing us with personal information about your students, teachers, officers, employees, contractors or agents you warrant that you have: (i) obtained the person's consent to us collecting, holding, using and disclosing their personal information in accordance with our

Event Regulations and Privacy Policy; and (ii) notified the person of the details required by all applicable privacy laws.

11. Disclaimer

You agree that you and your students, teachers, officers, employees, contractors and agents participate in and attend the Event solely at your and their own risk respectively. To the fullest extent permitted by law, we are not responsible for any personal injury (including illness and death), property loss or damage or any other injury, loss or damage suffered by you or your students, teachers, officers, employees, contractors or agents participating in or attending the Event.

12. Insurance

You are responsible for ensuring that you and your students, teachers, officers, employees, contractors and agents are insured against risks arising out of, or in connection with, their participation in or attendance at the Event in accordance with any insurance requirements specified in the Event Regulations. You agree to promptly provide us upon request with evidence of such insurance.

13. Risk and liability waiver

You agree to obtain at least seven (7) days prior to the commencement of the Event a risk and liability waiver completed on behalf of each of your students, teachers, officers, employees, contractors and agents participating in or attending the Event in accordance with any risk and liability waiver requirements specified in the Event Regulations. You agree to promptly provide us upon request with a copy of each such completed risk and liability waiver.

14. Implied terms

To the fullest extent permitted by law, we expressly exclude any condition, representation or warranty which would otherwise be implied, whether by law or otherwise, in these Event Terms. Where any condition, warranty or representation is implied, whether by law or otherwise, in these Event Terms which cannot lawfully be excluded then our liability for any breach of such condition, warranty or representation will be limited at our option to supplying the services again, paying the cost of supplying the services again or otherwise to the fullest extent permitted by law.

15. Exclusion of liability

To the fullest extent permitted by law, we will not be liable to you for or in respect of any and all: (i) losses, damages, costs, charges, expenses or liabilities of any kind or nature whatsoever not directly, or naturally in the usual course of things, arising out of, or in connection with, a breach of these Event Terms; (ii) consequential, special, indirect, incidental, exemplary or punitive damages including, without limitation, damages for loss of data, management time, profit, opportunity, revenue or income, or loss of, or damage to, reputation or goodwill; and (iii) claims, actions, demands, proceedings, losses, damages, costs, charges, expenses or liabilities of any kind or nature whatsoever directly or indirectly arising out of, or in connection with, any act or omission of any third party not under our direct control including, without limitation, any act or omission of any other person participating in or attending the Event.

16. Liability limit

To the fullest extent permitted by law, our total aggregate liability to you for all losses, damages, costs, charges, expenses and liabilities arising out of, or in connection with, the Event will be limited to the amount of the fees and charges that you have paid to us for the Event.

17. Australian Consumer Law

Nothing in these Event Terms excludes, restricts or modifies any non-excludable right or remedy that you have under the Australian Consumer Law or any other law. Any disclaimer, exclusion or limitation which is contained in these Event Terms will apply only to the full extent permitted by the Australian Consumer Law or any other law.

18. Dispute resolution

If a dispute arises in connection with the Event then the party claiming that the dispute has arisen must give notice of the dispute to the other party with details of the nature of the dispute, desired resolution and action required to settle the dispute. The parties must use their best endeavours to resolve the dispute in good faith within fourteen (14) days (or any other period is agreed in writing between the parties) of a dispute notice being received by a party from the other party. If a dispute is not able to be resolved within this period then the dispute may only be resolved by being submitted by either party to arbitration which must be

conducted in accordance with, and subject to, the Arbitration Rules of the Resolution Institute ABN 69 008 651 232.

19. Notices

We may give you notice under these Event Terms by providing or making available to you a notice through our Website or by email to any email address or postal address which you have provided to us. You may give us notice under these Event Terms by email to events@schoolsinaction.com.au. A notice given under these Event Terms is taken to be received (i) if provided or made available by us through our Website – immediately on providing or making available the notice through our Website; (ii) if sent by email – on the day of sending unless the sender receives a delivery failure notification; and (iii) if sent by post – on the next business day if sent using a next day delivery service, otherwise three (3) business days after the date of posting.

20. Entire agreement

These Event Terms constitute the entire agreement between you and us in connection with their subject matter.

21. Survival of provisions

If for any reason your registration for the Event is refused or cancelled or the Event is cancelled then any provisions of these Event Terms which are capable of continuing to have effect will survive and remain in full force and effect after any such refusal or cancellation respectively. The refusal or cancellation of your registration for the Event or cancellation of the Event for any reason does not extinguish or otherwise affect any of our accrued rights or remedies under these Event Terms.

22. Further acts and approvals

You agree, at your own cost, to do everything necessary (including, without limitation, executing documents) to give full effect to these Event Terms. We may in our sole discretion give conditionally or unconditionally or withhold any approval or consent under these Event Terms.

23. Assignment and transfer

You may not assign or otherwise transfer any of your rights or obligations under these Event Terms without our prior written approval.

24. Waiver and severability

Any failure by us to exercise any right or remedy under these Event Terms will not constitute a waiver of that right or remedy or any other right or remedy. If any provision of these Event Terms is determined to be illegal, invalid or unenforceable in whole or in part under any law then the whole or part of the provision will be severed to the extent that it is illegal, invalid or unenforceable and replaced with a provision (or part of a provision) that is legal, valid and enforceable and to the extent possible has a similar effect for the purposes of these Event Terms without affecting the validity of the other provisions.

25. Governing law and jurisdiction

These Event Terms are governed by, and to be construed in accordance with, the laws of the State of Victoria, Australia. The courts of the State of Victoria, Australia will have exclusive jurisdiction in respect of any dispute arising out of, or in connection with, these Event Terms which is not able to be resolved in accordance with the dispute resolution provision.

These Event Terms are effective as of 6 October 2026