Event Terms and Conditions

The Event

The Event is hosted by Australia Pacific Airports (Melbourne) Pty Ltd (**Melbourne Airport**) in support of Juno Services Inc and McAuley Community Services for Women and is intended to raise money and awareness for women and nonbinary people, and their children experiencing homelessness. Participants will be introduced to the experience of homelessness by sleeping in their car for one night.

The Event requires participants to sleep in their own vehicle in an outdoor, secure carpark.

There may be significant media interest around the Event. By registering, you are agreeing for your name, photograph and/or footage of you to be used for promotional or advertising purposes. If you do not wish your involvement to be promoted, or for your photo or footage of you to be used, please make this known to the Event team upon registration at the event.

Melbourne Airport reserve the right to determine eligibility for participation of registering individuals and organisations for the Event.

Due to the nature and location of the Event, animals are not permitted under any circumstances, with the exception of certified assistance animals.

Your Participation

As a participant in the Event:

- you agree not to represent that your actions are on behalf of Melbourne Airport. To the extent that you make representations for fundraising or Event purposes, Melbourne Airport take no responsibility for those representations;
- children 12+ years are permitted to attend the Event. No child under 12 years is
 permitted to attend or take part in the Event. You are responsible for any child/children
 that may accompany you to the Event and agree to supervise those child/children for the
 duration of your participation in the Event and take full responsibility for their actions.
 Melbourne Airport assume no responsibility for directing, supervising or controlling
 children during the Event;
- you acknowledge that you participate at your own risk and that you are not, to the best of your knowledge, suffering from a condition which would prevent and/or render you unfit to participate in the Event. You agree to assume all risks and harm, loss, damage or injury which may occur to you and any child/children in the Event, or during transportation before or after the Event;
- you are responsible for all property that you bring to the Event and Melbourne Airport accepts no responsibility for loss or damage to this property including your vehicle;
- you agree to not cause any loss or damage to property at the Event;
- you release Melbourne Airport (including its directors, officers, employees, volunteers, contractors, sponsors and/or agents) (collectively, the **Event Organisers**) from any claim and from any liability (to the maximum 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 in the Event, however caused, including any claim or liability which arises due to any negligence of the Event Organisers; and

Level 2, T4 Melbourne Airport Management, Victoria 3045 Australia Locked Bag 16, Tullamarine, Victoria 3043 Australia +61 3 9297 1600 Australia Pacific Airports (Melbourne) Pty Ltd ACN 076 999 114 • you agree that you will comply with the reasonable directions of Melbourne Airport and its authorised representatives and that Melbourne Airport may remove you from the Event at its sole discretion.

Disclaimer

While sleeping out in your car is not a comfortable experience, the risk of serious injury or illness is relatively low. However, if you foresee any adverse health implications for yourself or any child/children accompanying you to the Event, please reconsider participating and donate to the Event instead. By taking part, you are acknowledging that accidents may occur and you accept all risks relating to or arising from your participation in the Event, and release the Event Organisers and all related persons associated with the conduct of the Event from all liability relating to or arising from your participation in the Event.

Fundraising Site Terms and Conditions

These Terms must be read together with any Terms and Conditions specific to a particular event (**Event Terms**) which are located on the fundraising page for that event. If there is any conflict between these Terms and any Event Terms, then these Terms will prevail to the extent of the inconsistency.

Introduction and acceptance of terms

These are the terms and conditions of Grass Roots Company Pty Ltd ABN 38 610 840 376 ("Grassrootz", "we", "us" or "our").

Grassrootz provides its Services (described below) and hosts the Grassrootz platform ("Platform"), including an electronic payment facility ("Payment facility"), and related mobile applications and services (including any new features added from time to time), collectively, the "Services", subject to the following terms and conditions (which may be amended from time to time, the "Terms").

These Terms apply to anyone using the Grassrootz Services, including the Beneficiaries of a donation of funds (as defined below), being primarily, but not limited to, for-purpose organisations, not-for-profits, Charities, schools and sporting clubs ("Beneficiaries"), anyone raising money through using the Services, including, but not limited to, individuals, businesses, schools, organisations, clubs, or teams ("Supporters") and anyone making a donation to, or purchasing a ticket from, a Charity, Beneficiary or Supporter through the Services ("Donors").

Anyone using the Services may be subject to additional terms, including, but not limited to, the Grassrootz privacy policy located at https://grassrootz.com/privacy-policy ("Privacy Policy"). Grassrootz reserves the right to modify the Terms or Privacy Policy at any time. Any modification will be effective immediately upon posting of the revised terms to the Website. Use of Grassrootz Services constitutes your acceptance of the Terms and Privacy Policy. If you do not wish to accept these Terms or Privacy Policy, you should discontinue your use of the Services.

Please visit <u>https://www.grassrootz.com/terms-and-conditions/</u> for the full terms and conditions.

By Accepting these Terms and Conditions you are also agreeing that you have read and understood our Privacy Policy.

Car Park Terms and Conditions

Melbourne Airport Car Park Terms and Conditions

By purchasing a ticket to this Event, you (and all those claiming through you) accept that a contract is formed between Australia Pacific Airports (Melbourne) Pty Ltd (**Melbourne Airport**) and you on the terms and conditions set out below (**Terms**):

- 1. You must comply with all rules and directions displayed within the Car Park and any directions given to you by the Event staff.
- 2. Melbourne Airport warrants that any services provided by us will be rendered with due care and skill. Melbourne Airport makes no other express warranties in relation to the services Melbourne Airport provides. All other warranties, representations and conditions relating to the services (whether express or implied and whether arising in contract, at common law or under statue) are to the maximum extent permitted by law expressly excluded.
- 3. You acknowledge that Melbourne Airport's liability under any statutory right or any condition or warranty implied by the *Competition and Consumer Act 2010* (Cth) (or similar state legislation) which cannot be excluded is to the extent permitted by law limited, at our option, to the re-supply of the services or the payment of the cost of having the services supplied again.
- 4. Subject to your rights under the Australian Consumer Law (**ACL**) which cannot be excluded, Melbourne Airport is not liable to you (or any passengers in the Vehicle, or any other party) for any loss, damage, injury, or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunity, exemplary or punitive damages) whether to person or property (including the Vehicle) and whether arising from default, negligence, misconduct or otherwise by Melbourne Airport, its employees, agents and contractors.
- 5. The 'Car Park Sleepout' commences at 5:00pm on Thursday 16 October 2025, and ends at 9:00am on Friday 17 October 2025, and you must exit the car park by this time. Standard drive-up rates and the standard Car Park Terms & Conditions (found <u>here</u>) will apply to any parking past this time unless previously approved by Melbourne Airport.
- 6. You acknowledge that by parking in the Car Park, you and your Vehicle are subject to the *Airports Act 1996* (Cth) and the *Airports (Control of On-Airport Activities) Regulations 1997* (Cth) (the **Act**). Unless you notify us in advance to the contrary, any Vehicle remaining in the Car Park beyond 60 days will be moved and after a further 90 days will be deemed abandoned. At which point we may exercise our right of sale in accordance with the provisions of the Act.
- 7. Where necessary for operational, safety or security reasons, Melbourne Airport reserves the right to enter the Vehicle and move it. Subject to your rights under the ACL, you agree that Melbourne Airport has no liability for any loss or damage caused as a result of entering and moving the Vehicle for these purposes.

- 8. You are liable for any damage caused by you or the Vehicle to the Car Park, including, but not limited to, any damage caused by oil or other substances, which leak from the Vehicle.
- 9. Vehicles must be parked within marked bays on Level 7 of the Car Park only.
- 10. Penalties may occur for failure to comply with these terms and conditions.

Privacy collection statement: We collect your personal information to provide you with car parking and other ancillary services (**Services**). We may disclose your personal information to our contractors in connection with providing the Services. If you do not provide the information, we may not offer you the Services. We deal with your personal information in accordance with the *Privacy Act 1988* (Cth) and our privacy policy at

<u>https://www.melbourneairport.com.au/privacy-policy</u> which may be updated from time to time and includes our Privacy Officer's contact details and steps for you to access and correct your personal information, raise a privacy concern with us or opt-out of marketing communications from us.