



‘BOGGED BRAKES’ TERMS & CONDITIONS

1. DEFINITIONS

Activities	means activities arranged by Are You Bugged Mate? for the Bugged Brakes Event.
Application Form	Means the form titled “Application Form – Bugged Brakes” which is attached to these terms and conditions.
Are You Bugged Mate?	means Are You Bugged Mate? Limited A.B.N. 96 636 400 176.
Australian Consumer Law	means Schedule 2 of the <i>Competition and Consumer Act 2010</i> .
Bugged Brakes Event	means an event held by Are You Bugged Mate Ltd for blokes.
Booking Contract	means a contract between Are You Bugged Mate? and a Client in relation to the provision by Are You Bugged Mate? of Activities.
Client	means a person who makes a booking for Activities with Are You Bugged Mate? if the booking is accepted by Are You Bugged Mate?.
External Event	<p>means any event, occurrence or circumstances outside the reasonable control of Are You Bugged Mate?, including:</p> <ul style="list-style-type: none"> (a) acts of God and public enemy; (b) restraints and action by any government, official or ruling authority; (c) legislation passed by any government, official or ruling authority; (d) strikes and labour troubles (no matter who was the instigator); (e) riots and civil disturbances of any kind; (f) epidemics, pandemics and any action required by law or decided by Are You Bugged Mate? in relation to any epidemic or pandemic or to restrict its spread; (g) natural disasters, fires, landslides, earthquakes; and (h) War and Terrorism.
Participant	means a person who participates, or who is booked to participate, in any Activities (and may be the Client and a person nominated by the Client).
Terrorism	<p>means:</p> <ul style="list-style-type: none"> (a) an actual or threatened domestic or international act or acts: <ul style="list-style-type: none"> (i) that are violent in nature or are dangerous to human life and that are a violation of the criminal laws of the United States of America or Australia (or of any state or territory of the United States of America or Australia) or that would be a criminal violation if committed within the jurisdiction of the United States of America or Australia (or of any state or territory of the United States of America or Australia) and that have the apparent intent of

	intimidating or coercing any civilian population or influencing the policy of any government by intimidation or coercion or affecting the conduct of any government by mass destruction, assassination or kidnapping; or
	(ii) that result in the denial of access to or services from web sites, computer networks or telecommunication equipment or the malfunction or degradation of web sites, computer networks, telecommunications equipment, mechanical equipment or the interruption to the functioning of web sites or such properties and that have the apparent intent of intimidating or coercing any civilian population or influencing the policy of any government by intimidation or coercion,
	committed by a person or persons acting alone or on behalf of or in connection with any organisation or with the goal of furthering any political, social, religious, ideological or similar objective (including if the act or acts involve chemical or biological weapons, nuclear reaction, nuclear radiation or radioactive contamination); and
	(b) action taken to prevent or defend against an act covered by paragraph (a).

Waiver Form	means the form titled “Bogged Brakes Risk Responsibility and Waiver Form” which is attached to these terms and conditions.
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War	means war and military action and includes:
	(a) war, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;
	(b) warlike action by military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or agents; and
	(c) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. BOOKINGS

2.1 Are You Bogged Mate? may refuse to accept a booking or requested booking by a prospective Client.

2.2 A Booking Contract comes into existence when the Client makes a booking which is accepted by Are You Bogged Mate?.

2.3 The Booking Contract consists of:

- (a) the Application Form;
- (b) the Waiver Form;
- (c) these terms and conditions;
- (d) any document issued by Are You Bogged Mate? to the Client accepting the booking; and
- (e) any other document provided by Are You Bogged Mate? to the Client in relation to the Activities,

with any component higher in the list prevailing over any component lower in the list to the extent of any inconsistency.

- 2.4 The Booking Contract cancels and supersedes any inconsistent information, promise or representation by Are You Bugged Mate? given or made to the Client or a Participant before the Booking Contract was entered into. Any term or condition of the Booking Contract that can sensibly be given continued application after the termination or completion of the Booking Contract is to be given that continued application (and this includes, for example, conditions 1, 2, 3, 6, 8, 9 and 10 of these terms and conditions).
- 2.5 It is not part of the Booking Contract that Are You Bugged Mate? gives, or assumes any obligation to give, any professional advice or service for a fee.
- 2.6 Are You Bugged Mate? may cancel the Booking Contract at any time before the Bugged Brakes Event, without any liability to the Client.
- 2.7 If the Client nominates a Participant to attend the Bugged Brakes Event:
- (a) the Participant must agree to be bound by these Terms and Conditions;
 - (b) the Participant must complete any forms and provide any information required by Are You Bugged Mate?.
- 2.8 Are You Bugged Mate? reserves the right not to accept the Client's nomination of a Participant. If the Client entering into the Booking Contract is also the sole Participant, the Client cannot nominate a different Participant.

3. CANCELLATIONS

- 3.1 The Client may cancel the Booking Contract only by written notice to Are You Bugged Mate? at least 2 weeks before the Bugged Brakes Event is due to start.
- 3.2 If there is more than one Participant under the Booking Contract the cancellation may be only with respect to the Participants named in the written notice.
- 3.3 If a Participant does not attend the Bugged Brakes Event when it is scheduled to begin, the Client will be taken to have cancelled the Booking Contract with respect to that Participant on the day the Bugged Brakes Event was scheduled to begin.
- 3.4 If the Client cancels or is taken to have cancelled the Booking Contract, Are You Bugged Mate? has no further obligation under the Booking Contract regarding the Client or a Participant.
- 3.5 If the Booking Contract is cancelled with respect to a Participant, Are You Bugged Mate? may, in its complete discretion, decide to reinstate the Booking Contract with respect to that Participant on the Client's request.

4. REQUIREMENTS OF PARTICIPANTS

- 4.1 A Participant may attend and participate in the Activities only if the Participant:
- (a) is at least 18 years old and has full legal capacity (unless Are You Bugged Mate? in its discretion agrees otherwise);
 - (b) signs the Waiver Form and gives it to Are You Bugged Mate?;
 - (c) completes the Application Form and gives the completed Application Form to Are You Bugged Mate?; and
 - (d) attends and participates in all briefings, training and presentations required by Are You Bugged Mate? before the departure for or commencement of the Activities or any component of the Activities,

or if Are You Bugged Mate? in its discretion decides to waive any of those requirements not satisfied by the Participant.

- 4.2 If a Participant has not satisfied those requirements when the Activities are scheduled to begin, the Client will be taken to have cancelled the Booking Contract with respect to the Participant on the day the Activities were scheduled to begin.

5. CONDUCT OF ACTIVITIES

- 5.1 Each Participant must comply with:

- (a) these terms and conditions;
- (b) the reasonable instructions given by Are You Bugged Mate? during the duration of the Bugged Brakes Event; and
- (c) the reasonable instructions given by Are You Bugged Mate? during, or regarding the conduct of, the Activities.

- 5.2 If the Activities include any water based activity, each Participant must wear lifejackets or personal floatation devices as required by Are You Bugged Mate?.

- 5.3 Are You Bugged Mate? may expel a Participant from the Bugged Brakes Event and the Activities, and may refuse to allow the Participant to further participate in the Bugged Brakes Event and the Activities, if the Participant:

- (a) breaches these terms and conditions; or
- (b) disobeys a reasonable direction given by Are You Bugged Mate?:
 - (i) during the course of the Bugged Brakes Event; or
 - (ii) during, or regarding the conduct of, the Activities,

and from the time of the expulsion, Are You Bugged Mate?:

- (c) has no further obligation under the Booking Contract regarding that Participant; and
- (d) has no further liability to the Client or a Participant.

- 5.4 Are You Bugged Mate? reserves the right to:

- (a) change the Activities;
- (b) cancel any component of the Activities; and
- (c) substitute a new component of the Activities.

- 5.5 The Client promises Are You Bugged Mate? that except as disclosed in the Participant's completed Application Form given to Are You Bugged Mate?, each Participant is physically fit and capable of undertaking the Activities.

- 5.6 The Client must advise Are You Bugged Mate? in writing of any special requests of any Participant (including dietary requests and health conditions) when making the booking.

- 5.7 Are You Bugged Mate? is not obliged to meet any special requests but if it does, the Client must pay to Are You Bugged Mate? the resultant costs incurred or anticipated by Are You Bugged Mate? before departure or commencement of the Activities (whichever is earlier).

6. PARTICIPANT BEHAVIOUR

6.1 A Participant:

- (a) must participate in all Activities scheduled by Are You Bugged Mate? during the Bugged Brakes Event unless otherwise agreed to by Are You Bugged Mate? acting reasonably;
- (b) may use mobile phones and other electronic devices subject to the restrictions set by Are You Bugged Mate? staff;
- (c) must not bring with them any alcohol or illicit drugs to the Retreat;
- (d) at all times show respect to Are You Bugged Mate? staff and other Participants;
- (e) keep confidential all discussions had between Participants during the Bugged Brakes Event.

7. EXTERNAL EVENTS

7.1 Are You Bugged Mate? is not in breach of the Booking Contract if it has not complied with the Booking Contract because of an External Event.

7.2 Are You Bugged Mate? is not liable to the Client or any Participant for any loss or damage arising because of an External Event.

7.3 Are You Bugged Mate? may cancel the Booking Contract or vary the Activities if Are You Bugged Mate?:

- (a) cannot comply with its obligations under the Booking Contract because of an External Event; or
- (b) believes, on reasonable grounds, that it is unlikely to be able to comply with those obligations because of an External Event or an anticipated External Event.

7.4 Are You Bugged Mate? may cancel the Booking Contract or vary the Activities if War or Terrorism is occurring, threatened or anticipated:

- (a) in any place where the Activities are intended to be conducted;
- (b) in a place near where the Activities are intended to be conducted;
- (c) in a place from which any Participant is to depart for the Activities; or
- (d) in a place through which, or near which, any Participant is to pass in transit to or from the Activities.

7.5 If Are You Bugged Mate? varies the Activities under condition 7.3 or 7.4, the variation may consist of any one or more of:

- (a) the cancellation of any part of the Activities;
- (b) the substitution of any new part of the Activities;
- (c) a change to the place where the Activities are to be conducted;
- (d) a change to the scheduling of the Activities; or
- (e) any other variation.

8. LIABILITIES

- 8.1 As between the Client and Are You Bogged Mate?, the Client is liable for any loss or damage suffered by the Client or by a Participant due to:
- (a) a breach by the Client of the Booking Contract;
 - (b) a breach by the Participant of the requirements of the Booking Contract (regardless of the fact that the Participant may not be a party to the Booking Contract);
 - (c) a breach by the Participant of the Participant's legal obligations to Are You Bogged Mate?;
 - (d) an External Event; or
 - (e) anything else for which, if a Participant is under 18 years old or does not have full legal capacity, Are You Bogged Mate? would not have been liable under the Waiver Form had that Participant signed the Waiver Form in a way that was legally binding on the Participant.
- 8.2 Are You Bogged Mate? is not liable for injury, death, loss of or damage to property or any other loss or damage suffered by the Client or any Participant in connection with the Bogged Brakes Event, the Activities or in transit to or from the Bogged Brakes Event or the Activities.
- 8.3 Are You Bogged Mate? may act as a booking agent for hotels, airlines, air charters, bus companies and other parties providing accommodation, transport or other services. Each of those parties is independent of Are You Bogged Mate?, which:
- (a) has no control over those parties or their agents or employees; and
 - (b) accepts no responsibility for the acts, omissions or conduct of those parties or their agents or employees.
- 8.4 Except as required by any legislation:
- (a) Are You Bogged Mate? gives no warranty or guarantee with respect to any product, commodity, article or other thing supplied by Are You Bogged Mate?;
 - (b) Are You Bogged Mate? is not liable for the loss of use of tangible property which has not been physically damaged or destroyed resulting from a delay in or lack of performance by or on behalf of Are You Bogged Mate? of the Booking Contract or any other contract or agreement between Are You Bogged Mate? and the Client or any Participant;
 - (c) the Client instead is liable for any loss of use specified in paragraph (b); and
 - (d) Are You Bogged Mate? is not liable for anything it does under condition 6.
- 8.5 Some laws, like the Australian Consumer Law, may create warranties, conditions, rights or remedies, in relation to the supply by Are You Bogged Mate? of services or goods, that cannot be excluded, restricted, modified or limited ("**Non-Excludable Terms**"). To the fullest extent permitted by law, Are You Bogged Mate?'s liability for breach of or under a Non-Excludable Term is limited at Are You Bogged Mate?'s option to the following:
- (a) in the case of services – supplying the services again or paying the cost of having the services supplied again; or
 - (b) in the case of goods – repairing the goods, supplying equivalent goods or paying the cost of repairing the goods or supplying equivalent goods.
- 8.6 Are You Bogged Mate? is not liable for indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss of anticipated savings that the Client or any Participant incurs or suffers in any way, whether:

- (a) Are You Bugged Mate? caused it by its negligence; or
- (b) Are You Bugged Mate? knew or should have known of the possibility of the loss or damage.

8.7 Are You Bugged Mate?'s maximum aggregate liability, whether for breach of the Booking Contract or in negligence or in any other tort or for any other common law, equitable or statutory cause of action or otherwise is the amount the Client has paid to attend the Bugged Brakes Event (but this does not apply in the case of a claim that Are You Bugged Mate? has caused personal injury or death).

8.8 Are You Bugged Mate? excludes:

- (a) any warranty that any recreational services will be rendered with due care and skill or that any materials supplied in connection with those recreational services will be reasonably fit for the purpose for which they are supplied;
- (b) any right that the Client or any Participant would otherwise have under, or because of a breach of, a warranty covered by paragraph (a); and
- (c) any liability that Are You Bugged Mate? would otherwise have under, or because of a breach of, a warranty covered by paragraph (a),

except to the extent that the warranty, right or liability would apply to liability for death or personal injury.

8.9 The Client indemnifies Are You Bugged Mate? against any loss, damage or other liability:

- (a) that the Booking Contract makes the Client's responsibility; or
- (b) for which Are You Bugged Mate? would otherwise be responsible to a Participant, but which the Booking Contract says Are You Bugged Mate? is not liable for.

9. PRIVACY

9.1 The Client consents to the collection, use and disclosure of any personal information of the Client as contemplated by Are You Bugged Mate?'s privacy policy.

9.2 The Client also consents to the use by Are You Bugged Mate? in any advertising, broadcasting, telecasting or publishing activities of:

- (a) any photograph or film taken by or on behalf of Are You Bugged Mate? of any Participant; and
- (b) any testimonial or endorsement of Are You Bugged Mate? or any of its services by the Client or any Participant and of the Client's name in relation to the use of that testimonial or endorsement.

10. JURISDICTION

10.1 The Booking Contract is governed by the laws applying in Queensland, Australia.

10.2 The courts of Queensland and Australia at Brisbane have non-exclusive jurisdiction to hear and determine disputes under the Booking Contract or relating to the legal relationship between Are You Bugged Mate? and the Client or any Participant which are within the respective jurisdictions of those courts (as regards the type of relief claimed and the amount involved in the dispute).