HARRY PERKINS INSTITUTE
OF MEDICAL RESEARCH

Head Office
QEII Medical Centre
6 Verdun Street
Nedlands WA 6009
T: +61 8 6151 0700
perkins.org.au

PERKINS PLUNGE POWERED BY MINERAL RESOURCES

Participant Terms and Conditions 2026

Please read this acknowledgement, waiver and release from liability carefully before continuing with your online entry.

IMPORTANT INFORMATION

This Site is operated by the Harry Perkins Institute of Medical Research. These terms govern your use of the website located at perkinsplunge.org.au ("Site") and form a binding contractual agreement between you, the user of the Site and Harry Perkins Institute of Medical Research.

By registering for this event, you agree to be contacted by The Perkins and receive crucial information about the Perkins Plunge powered by Mineral Resources.

For that reason, these terms are important, and you should ensure that you read them carefully and contact us with any questions before you use the Site. You can contact us at plunge@perkins.org.au

If you do not agree to the Terms, please do not use the Site.

1.0 PARTICIPANT AGREEMENT

1.1 I wish to participate in the Perkins Plunge powered by Mineral Resources benefiting the Harry Perkins Institute of Medical Research, scheduled for the 21st and 22nd of November 2026, as well as various pre/post-event activities (the "Event").

1.2 By freely and voluntarily participating in the Perkins Plunge powered by Mineral Resources, I warrant and represent to the Harry Perkins Institute of Medical Research that:

a. I have read and understood the terms of this Participant Agreement.
b. I satisfy the eligibility to participate requirements provided in clause 1.3 below.

c. I agree to abide by all rules, regulations, and event instructions of the Event, as well as all applicable municipal and state laws and regulations; and
d. I acknowledge and agree that if I am accepted to participate in the Event, I must comply with the terms and conditions of this Participant Agreement.

1.3 Eligibility to participate:

a. I represent and warrant that I will be at least 14 years old at the time of the Event - 21st November 2026. If I am under the age of 18 at the time of the Event, I understand that I MUST have a guardian accompany me on the event as a fellow, registered participant.
b. If I am under 18 years of age, I understand that a parent or guardian must accept and acknowledge this Participant Agreement on my behalf.
c. If I am in a team of 8 or less swimmers I accept and acknowledge I may be grouped with other swimmers for the event.

1.4 I understand that all donations processed for the Event are non-refundable and non-transferable, even if I do not participate in the Event. I further understand that my registration fee is non-refundable, non-transferable, does not apply toward my fundraising commitment, and is not tax deductible.

a. If I am a participant, I understand that I must raise the minimum value of $500 to participate in the Event. If I have not raised the minimum $500 prior to Sunday 22nd of November 2026, I may make my own personal donation to reach that minimum to participate in the event. Fundraising donations can be submitted until Sunday 22nd of November 2026.

1.5 To the extent permitted by law, I release any person, entity or body directly or indirectly associated with the Event (the Indemnified Persons) from all or any claims, demands, proceedings, action, suit, damage, penalty, cost or expense however arising including but not limited to negligence (Claims) that I have or may have had but for this release arising out of or connected with my participation in the Event, and I indemnify the Indemnified Persons and will keep the Indemnified Persons indemnified in respect of any Claims by any person including another participant in the Event arising out of or connected with my participation in this Event. This release and indemnity continue indefinitely and binds each of your heirs, successors, executors, administrators, personal representatives, and assigns.

1.6 I acknowledge that I am participating in the Event at my own risk and:

a. I acknowledge that participating in the Event may involve a real risk of physical or mental injury (including aggravation, acceleration or recurrence of such an injury) or death from various causes including but not limited to overexertion, heart attack, dehydration, accidents, falls, contact with other participants, objects, bicycles and vehicles, the effects of weather, traffic, and the conditions of the locations used by the Event, and I assert that my participation in this Event is voluntary;
b. I acknowledge that I, and I alone, am solely responsible for my personal health and safety;
c. I attest that I am physically capable of, and have sufficiently trained for, completing each respective element of the Event;
d. If I am under treatment for any physical infirmity, disorder, ailment, or illness, my medical care provider has appraised and has approved my participation in this Event;
e. I consent to receive medical treatment which may be advisable in the event of illness or injuries by me during this Event, and I agree to pay the costs of any such medical treatment;
f. I acknowledge that I am responsible for any travel and medical insurance and for payment and/or reimbursement of medical or surgical expenses incurred by me as a result of my participation in the Event;

g. I acknowledge that I have sole responsibility for my personal possessions prior to, during and after the Event and related activities; and
h. I accept that my participation in the Event is subject to the sole discretion of the organisers of the Event, and that my participation may be limited or terminated and that the Harry Perkins Institute of Medical Research reserves the right to cancel or vary the Event, for any reason.

1.7 I give permission to the Harry Perkins Institute of Medical Research and each of its respective affiliates, subsidiaries and agents, for no fee or remuneration, the use of my name, photograph, voice, or likeness, in any broadcast, telecast, advertising promotion, or other account of the Event and marketing or promotion for future or similar events, and waive any rights of privacy I may have in regard, and I understand and consent that I will periodically be receiving communications related to my participation in the Event.

1.8 THIS WAIVER AND RELEASE SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED UNDER THE LAWS OF THE STATE OF WESTERN AUSTRALIA. THE COURTS OF WESTERN AUSTRALIA SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING UNDER, OR PERTAINING TO, THIS PARTICIPANT AGREEMENT.

1.9 To the maximum extent permitted by law, unless expressly provided in these Terms and Conditions, all implied terms, conditions, warranties, and any other additional obligations are excluded from these Terms and Conditions. If any legislation implies into these Terms and Conditions any term, condition, warranty or additional obligation that cannot be lawfully excluded, then that term, condition, warranty or additional obligation will be included in these Terms and Conditions only to the extent required by the relevant legislation, but each party's liability in respect of any breach of that term, condition, warranty or additional obligation will be limited to the maximum extent (if any) permitted by that legislation.

1.10 I have carefully read this Participant Agreement and fully understand its contents. I am aware that this is a release of liability and a binding contract between myself, and the persons and entities mentioned above, and I sign it on my own free will. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this participant Agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of a liability to the greatest extent allowed by law.

1.11 If a provision of this Participant Agreement is held to be void, invalid, illegal, or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from this Participant Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Participant Agreement.

Declaration

By proceeding with your registration and participation you agree to the participation conditions listed above and confirm your acceptance of them.

2.0 DEFINITIONS

In this Agreement, unless the context indicates a contrary intention:
"Agreement" means these Terms and includes the Privacy Policy
"Links" refers to hyperlinks and pointers to sites operated by third parties.
"Persons" includes an actual person, corporate entity, trust, or business of any kind whatsoever.

“Privacy Policy” means the Privacy Policy of Perkins Plunge powered by Mineral Resources as herein set out.
“Terms” refers to these terms and conditions and the Privacy Policy as amended from time to time.
“User” means both those persons who visit the Site on a one-off basis and those persons who use the Site on a regular basis.
“Site” refers to the website located at www.perkinsplunge.org.au
“you” means the User of this Site.
the words “Perkins Plunge powered by Mineral Resources,” “we,” “our” and “us” refers to Perkins Plunge powered by Mineral Resources.

3.0 LICENCE TO USE SITE

3.1 We grant you a non-exclusive, world-wide, non-transferable licence to use the Site in accordance with the terms and conditions set out in this Agreement.

3.2 You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within the Site for your own personal, non-commercial use in accordance with clause 7 of this Agreement.

3.3 You must not add any content to the Site:

a. Unless you hold all necessary rights, licences and consents to do so;
b. That would cause you or us to breach any law, regulation, rule, code or other legal obligation;
c. That is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
d. That would bring us, or the Site, into disrepute; or
e. That infringes the intellectual property or other rights of any person.

3.4 The Site may contain Links to other websites as well as content added by people other than us. We do not endorse, sponsor, or approve any such user-generated material or any content available on any linked website.

3.5 You acknowledge and agree that:

a. We retain complete editorial control over the Site and may alter, amend, or cease the operation of the Site at any time in our sole discretion in accordance with this Agreement; and
b. The Site will not operate on a continuous basis and may be unavailable from time to time (including for maintenance purposes).

4.0 MODIFICATIONS AND NEW TERMS AND CONDITIONS

4.1 Perkins Plunge powered by Mineral Resources may modify these Terms at any time without notice to you, and such modifications shall be effective immediately. The most current version of the Terms and can be reviewed by clicking on the “Terms and Conditions” hypertext link located at the bottom of the main page of the Site.

4.2 Should you object to any of the Terms or any subsequent modifications your only recourse is to immediately discontinue your use of the Site.

5.0 INTELLECTUAL PROPERTY RIGHTS

5.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, unless otherwise stated, we own all intellectual property rights in the Site.

5.2 By posting or adding any content onto the Site, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide, and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.

5.3 You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

5.4 The licence in clause 5.2 will survive any termination of these Terms.

5.5 You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clauses 5.2 and 5.3.

6.0 COPYRIGHT AND TRADEMARKS OF THIRD PARTIES

6.1 Other trademarks and material may be displayed on the Site belonging to third parties. Copyright rests with the third party and is subject to all relevant Copyright and Trademark laws. Nothing displayed on the Site should be construed as Perkins Plunge powered by Mineral Resources granting any licence or right of use of any logo, masthead or trademark displayed on the Site without the express written permission of the relevant owner.

7.0 INFORMATION FOR PERSONAL, NON-COMMERCIAL USE ONLY

7.1 You acknowledge and agree that the information published by Perkins Plunge powered by Mineral Resources on the website provides general information only and may not be sold, redistributed, or used for any commercial purpose for unsolicited commercial correspondence.

7.2 You may download material from this website for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices.

7.3 You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this website including code and software.

7.4 You must not use this website for any purpose that is unlawful or prohibited by the Terms.

8.0 INFORMATION DOES NOT REPRESENT PROFESSIONAL ADVICE

You acknowledge and agree that the information published by Perkins Plunge powered by Mineral Resources on the website provides general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions or taking any action because of those decisions.

9.0 USER WARRANTIES

9.1 You represent and warrant to us that:

a. You have the legal capacity to enter this Agreement; and
b. You have complied with clause 3.3.

10. DISCLAIMER OF WARRANTIES

10.1 The website is provided on an “as is,” “as available” basis without warranties on our part of any kind, express or implied. No information provided shall create a warranty; nor shall members or visitors to the website rely on any such information or advice. To the full extent permitted by law, we exclude all representations, warranties, or terms (whether express or implied) other than those expressly set out in these Terms.

11.0 DISCLAIMER OF LIABILITES

11.1 The User assumes all responsibility and risk for the use of the website and any Links.

11.2 We accept no liability or responsibility to any person as a consequence of any reliance upon the information contained in the website and to the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.

11.3 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:

a. In the case of goods:
    i. The replacement of the goods or the supply of equivalent goods;
    ii. The repair of the goods;
    iii. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
    iv. The payment of having the goods repaired, and
b. In the case of services:
    i. The supply of the services again; or
    ii. The payment of the cost of having the services supplied again.

11.4 Under no circumstances, including negligence, shall anyone involved in creating or maintaining the website be liable for any direct, indirect, incidental, special or consequential damages, or loss of profits that result from the use or inability to use the website and/or any other websites which are linked to the website nor shall they be liable for any such damages including, but not limited to, reliance by a member or visitor on any information obtained via the Site; or that result from mistakes, omissions, interruptions, deletion of files, viruses, errors, defects, or failure of performance, communications failure, theft, destruction or unauthorised access.

12.0 NO GUARANTEES OR ENDORSEMENTS

12.1 Perkins Plunge powered by Mineral Resources does not endorse guarantee warrant or represent any services or products offered by a business or organisation featured on the Site nor does Perkins Plunge powered by Mineral Resources have any responsibility or liability for the quality or performance of any third-party product or service offered through this Site.

12.2 The purchase of any goods or services by users of this website from any of the businesses featuring on this website is a transaction solely between the User and that business or organisation and disputes arising from such transactions are to be resolved between the User and the business.

12.3 Perkins Plunge powered by Mineral Resources is not a party to any transactions between the User and a business including payment for or delivery of any goods or services and is not acting as an agent for the User or the business.

13.0 NO THIRD-PARTY ENDORSEMENTS OR LIABILITY

13.1 Links may appear on this website from time to time. These Links do not form part of this website and Perkins Plunge powered by Mineral Resources is not responsible for the information, advertising, products, resources or other material, of any Links on the website and in no event shall Perkins Plunge powered by Mineral Resources be liable, directly or indirectly, to anyone for any damage or loss arising from or occasioned by the creation, use or reliance, on the Links or the information, advertising, products, resources or material accessed through these Links.

13.2 You acknowledge that if you enter a third-party website via one of these Links you leave the website and do so entirely at your own risk.

13.3 If you contact a third-party using functionality provided on this website, including via e-mail, Perkins Plunge powered by Mineral Resources accepts no responsibility for any actions taken by that third party in response to your communication or for any transactions entered between you and the relevant third party.

13.4 Perkins Plunge powered by Mineral Resources reserves the right to terminate any link or linking program at any time.

14.0 NO GUARANTEES AS TO THE SERVICE

14.1 Perkins Plunge powered by Mineral Resources provides no warranty to you that the services generally available through its website will be uninterrupted or error-free or that defects in the service will be corrected.

15.0 ACCURACY OF INFORMATION

15.1 Perkins Plunge powered by Mineral Resources does not warrant or represent and cannot guarantee that that the information on this website is current, accurate and free from omissions or errors, including but not limited to business names, addresses, telephone or fax numbers, email addresses, website addresses, or business descriptions, at the time of your access.

15.2 Perkins Plunge powered by Mineral Resources takes no responsibility for matters arising from changes to circumstances or other information or material which may affect accuracy or currency of information on this website.

16.0 OUR RIGHTS TO USE INFORMATION YOU SEND US

16.1 Perkins Plunge powered by Mineral Resources is always pleased to receive your comments and suggestions our services and this website however, any information you provide through this website or in response to any content on this website such as comments, suggestions and ideas will be

considered non-proprietary, non-confidential, and our property, unless otherwise agreed in writing with us prior to you submitting the information.

16.2 In the absence of such written agreement prior to the submission of the information, Perkins Plunge powered by Mineral Resources and its designees may use any this information without restriction, and are granted without limitation, the worldwide, perpetual, royalty-free, irrevocable right to reproduce, modify, edit, publish, make derivative works from and sell and distribute such submissions in any and all forms and media, now or hereafter discovered, and for us to license others to do the same.

16.3 If we receive any information that contains personally identifying information about the provider, such as their name, address and telephone number, our Privacy Policy will govern how we will use or disclose this information.

17.0 POLICY REGARDING REFUND REQUESTS

17.1 You acknowledge and agree that any request made by you regarding a refund of a donation made by you to Perkins Plunge powered by Mineral Resources must be in writing and will be considered by the Committee of Perkins Plunge powered by Mineral Resources on a case-by-case basis. Perkins Plunge powered by Mineral Resources reserves the right to refuse any request.

18.0 TERMINATION

18.1 These Terms terminate automatically if, for any reason, we cease to operate the website.

18.2 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

19.0 GENERAL

19.1 You must not assign, sublicense, or otherwise deal in any other way with any of your rights under these Terms.

19.2 If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

19.3 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

19.4 This Agreement is governed by the laws of Western Australia and each party submits to the jurisdiction of the courts of Western Australia

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