



BRAINWAVE

Helping families ride the wave
of childhood brain conditions

Brainwave Ride for the Kids Terms and Conditions

1. Introduction

- 1.1 Brainwave Australia LTD ABN 62 664 658 164 (**Brainwave, We, Us, Our**) is pleased to provide entry into *Brainwave Ride for the Kids* (*Ride for the Kids*) on these Terms and Conditions (**Terms**).
- 1.2 The *Ride for the Kids* will be held between 1 October 2026 and 31 October 2026 (**Challenge Month**).
- 1.3 The *Ride for the Kids* is a free virtual cycling and fundraising challenge. Participants set a target distance to cycle during the Challenge Month and raise funds through donations to support Brainwave.
- 1.4 Participants will complete their distance using a bicycle (including a static bicycle) and aim to ride a target distance during the Challenge Month. Kilometres may be recorded manually or through a compatible activity-tracking platform.
- 1.5 Participation in *Ride for the Kids* may have health benefits, Brainwave provides no warranty whatsoever that this challenge will achieve an individual's health or fitness goals. The challenge has not been developed with any individual's particular health requirements in consideration.
- 1.6 Information provided in connection with *Ride for the Kids* is general information only and is not a substitute for medical advice. It is not an alternative to medical advice from a doctor or other professional healthcare providers. If participants have any specific medical concerns, they should consult with their medical or healthcare provider, prior to changing their diet, nutrition or exercise regimen.
- 1.7 Brainwave has taken reasonable care to provide accurate information but does not guarantee that all information, activity-tracking data or third-party platform information will be complete, accurate or error-free.
- 1.8 Funds raised through *Ride for the Kids* will support Brainwave's charitable work with children living with brain injuries, illnesses and neurological conditions, and their families. Donations of \$2 or more may be tax-deductible in Australia. Brainwave will issue a receipt to the donor where the information required to issue a receipt has been provided.
- 1.9 Information about participation, fundraising, rewards, the Referral Prize Draw and any announced donation-matching offer in *Ride for the Kids* forms part of these Terms.
- 1.10 Unless stated otherwise, all dates and times in these Terms are based on local time in Melbourne, Victoria.

2. Entry and Participation

- 2.1 An individual or team member (**Participant**) is required to register for the *Ride for the Kids* by completing the registration form available through the website <https://www.rideforthekids.org.au/> (**Registration**). Registration is free.
- 2.2 Participants must:
 - 2.2.1 Be 18 years of age and over (or where a Participant is under the age of 18, Registration must be completed by a parent or guardian who has provided consent for the Participant's Registration in the *Ride for the Kids*); and
 - 2.2.2 Be able to participate safely, use suitable equipment and complete their riding in a safe place. A parent or guardian is responsible for appropriately supervising a Participant under 18.
- 2.3 Participants must set a fundraising target when registering for the *Ride for the Kids*.
- 2.4 By registering, participants acknowledge that Brainwave will collect and use their personal information to administer *Ride for the Kids* in accordance with clause 6.8 and Brainwave's Privacy Policy.
- 2.5 By registering or participating in the *Ride for the Kids*, Participants confirm they have read, understood and agree to these Terms. Registration must comply with these Terms to be valid.

- 2.6 Registration for the *Ride for the Kids* commences on **22 July 2026** at 9.00am AESST and closes **31 October 2026** at 5.00pm AESST (**Registration Period**).
- 2.7 To participate, a completed online registration form must be submitted during the Registration Period. Brainwave may accept or reject a late registration at its discretion, acting reasonably.
- 2.8 Participation is intended for Australian residents. Rewards and the Referral Prize Draw are available only to eligible Participants with an Australian delivery address.

3. Fundraising

- 3.1 Participants must transfer all offline or cash donations collected for *Ride for the Kids* to Brainwave within 28 days after the end of the Challenge Month either as a direct deposit into Brainwave's account or through the Donations Tab on the *Ride for the Kids* website. Participants must not retain or use any donation for another purpose.
- 3.2 Participants must comply with Brainwave's fundraising guidance and must not engage in misleading, unsafe or unlawful fundraising, or represent that they are an employee or authorised agent of Brainwave.
- 3.3 For reward and leaderboard purposes, only donations received and cleared through the *Ride for the Kids* fundraising platform or Brainwave's nominated account by 5.00 pm on 28 November 2026 will count (**Qualifying Funds**). Refunded, reversed, disputed, fraudulent or unverified donations will not count.
- 3.4 Donations are generally non-refundable except where required by law or where Brainwave determines that a genuine error has occurred.

4. Reward

- 4.1 Participants may receive fundraising or participation rewards based on the criteria below (**Rewards**).
- 4.2 Subject to these Terms, the following Rewards will be offered:
- 4.2.1 First donation of at least \$2 received within 48 hours after registration: a Ride for the Kids The Pedla musette;
 - 4.2.2 \$100 in Qualifying Funds: a Ride for the Kids water bottle;
 - 4.2.3 \$250 in Qualifying Funds: a Ride for the Kids The Pedla technical shirt;
 - 4.2.4 \$500 in Qualifying Funds: a Ride for the Kids The Pedla jersey;
 - 4.2.5 \$1,000 in Qualifying Funds: a Ride for the Kids Champion Cowbell;
 - 4.2.6 A team captain who recruits at least five registered team members during the Registration Period will receive one Ride for the Kids cap for each registered team member, up to a maximum of 10 caps;
 - 4.2.7 The Participant with the highest individual total of Qualifying Funds will receive an exclusive Ride for the Kids beach shirt by The Pedla;
 - 4.2.8 Each eligible member of the team with the highest total of Qualifying Funds will receive an exclusive Ride for the Kids beach shirt by The Pedla, up to a maximum of 10 shirts. If the team has more than 10 members, the team captain must nominate the 10 recipients; and
 - 4.2.9 Referral Prize Draw: each eligible Participant who submits at least one Valid Invitation in accordance with clause 4.4 will receive one entry into the draw to win one \$500 The Pedla gift voucher (Referral Prize). A Participant may receive a maximum of one entry, regardless of the number of invitations they submit.
- 4.3 Reward eligibility and fulfilment



- 4.3.1 The fundraising threshold Rewards in clauses 4.2.2 to 4.2.5 are cumulative. An eligible Participant may receive one of each Reward for which they qualify.
- 4.3.2 Brainwave may verify registration, fundraising totals, team membership and other eligibility information before issuing any Reward.
- 4.3.3 If two or more Participants or teams have the same highest total under clause 4.2.7 or 4.2.8, the recipient will be determined by a random draw between the tied Participants or teams.
- 4.3.4 Reward styles, sizes and quantities are subject to availability. Where a Reward becomes unavailable, Brainwave may substitute an item of similar nature and equal or greater value.
- 4.3.5 Rewards are not redeemable for cash. Unless Brainwave agrees otherwise, Rewards are not transferable or exchangeable.
- 4.3.6 Participants acknowledge that Rewards are promotional incentives offered to enhance participation in and enjoyment of the Ride for the Kids and are not intended to constitute payment or compensation for fundraising or participation.
- 4.3.7 Brainwave will contact eligible Participants using their registration details and will aim to dispatch Rewards within nine weeks after Qualifying Funds have been verified. Brainwave is not responsible for a Reward that cannot be delivered because a Participant provided incorrect or incomplete details.

4.4 Referral Prize Draw

- 4.4.1 Entry into the Referral Prize Draw is free and is open to registered Participants who are Australian residents, excluding Brainwave directors and employees, contractors directly involved in administering the draw, and their immediate family members. To enter, a Participant must submit at least one Valid Invitation through the invitation step of the online registration form during the Registration Period.
- 4.4.2 A Valid Invitation is an invitation submitted through the fundraising platform during registration that includes the first name, last name and email address of a real person other than the Participant. Self-invitations, duplicate invitations, fictitious details and other invitations that Brainwave reasonably considers invalid will not qualify.
- 4.4.3 Each eligible Participant will receive one entry only. Inviting more than one person, or submitting the same invitation more than once, will not generate additional entries. The invited person does not need to register for the Participant's entry to be valid. Brainwave's fundraising platform records will determine whether a Participant submitted a Valid Invitation, subject to the correction of any clear system or administrative error.
- 4.4.4 The Referral Prize Draw will be conducted electronically at random at 12.00 pm on Monday, 2 November 2026 at **6/42-44 Garden Boulevard, Dingley Village, VIC, 3172**. Each eligible entry will have an equal chance of being drawn. Entrants do not need to be present.
- 4.4.5 The winner will be notified in writing within two business days and their name will be published on <https://www.rideforthekids.org.au/> for at least 28 days.
- 4.4.6 The Referral Prize will be delivered electronically within 28 days after the draw. It is subject to The Pedla's applicable gift voucher terms. It cannot be redeemed for cash.
- 4.4.7 Brainwave will make reasonable efforts to identify and contact the winner. If the winner cannot be identified or does not claim the Referral Prize within 28 days after notification, Brainwave may conduct a redraw at 12.00 pm on Tuesday, 1 December 2026 at the same location and using the same method.
- 4.4.8 The Referral Prize may be substituted only where the winner agrees in writing to a prize of the same or greater value, or where the original prize is unavailable for reasons beyond Brainwave's reasonable control and Brainwave is unable, after reasonable attempts, to obtain the winner's agreement.
- 4.4.9 If a winner is under 18 years of age, the Referral Prize will be awarded to their parent or legal guardian on their behalf.

4.5 Donation matching



BRAINWAVE

Helping families ride the wave
of childhood brain conditions

- 4.5.1 If Brainwave announces a donation-matching period, the applicable sponsor, start and end time, maximum matching amount and eligibility conditions will be published before the matching period begins. Those published details will form part of these Terms.
- 4.5.2 Unless the published matching conditions state otherwise, only donations made through eligible individual or team fundraising pages during the announced period will be matched, and matching will cease when the announced cap is exhausted.
- 4.5.3 Brainwave may withhold or cancel a Reward or Referral Prize where it reasonably believes a Participant has breached these Terms, manipulated an entry or fundraising total, engaged in fraud or provided false information.

5. Safety, health and liability

- 5.1 Participants take part at their own risk and are responsible for deciding when, where and how to ride safely, having regard to their health, ability, equipment, route, traffic, weather and other conditions.
- 5.2 Participants must comply with applicable road rules and laws, wear an approved helmet where required, use a roadworthy bicycle and appropriate safety equipment, and not participate while impaired. Parents and guardians are responsible for supervising minors.
- 5.3 Participants are responsible for obtaining any medical advice and insurance they consider appropriate. Brainwave does not provide personal accident, health, bicycle or property insurance for Participants.
- 5.4 Activity-tracking platforms, payment providers and other third-party services are operated independently. Brainwave is not responsible for their availability, security, accuracy or performance, but will take reasonable steps to help resolve campaign-related issues within its control.
- 5.5 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right, remedy or liability that cannot lawfully be excluded, including under the Australian Consumer Law.
- 5.6 Subject to clause 5.5 and to the maximum extent permitted by law, Brainwave is not liable for indirect or consequential loss, or for loss arising from a Participant's failure to comply with these Terms, an act or omission of a third party, or circumstances outside Brainwave's reasonable control.

6. General

- 6.1 Brainwave is not responsible for registrations, donations, activity data or communications that are late, lost, incomplete or not received because of technical failure or circumstances outside Brainwave's reasonable control.
- 6.2 Participants who enter into the *Ride for the Kids*, and accept a Reward, do so at their own risk.
- 6.3 Brainwave may verify a Participant's identity, age, registration, fundraising, referral and reward eligibility and may disqualify a Participant who does not comply with these Terms, acting reasonably.
- 6.4 A Participant indemnifies Brainwave against a third-party claim, loss or damage to the extent it is caused by the Participant's unlawful, negligent or wilful conduct.
- 6.5 If *Ride for the Kids* cannot operate as planned because of fraud, technical failure, unauthorised intervention, public health restrictions, safety concerns or another event outside Brainwave's reasonable control, Brainwave may modify, suspend, postpone or cancel all or part of the campaign, subject to applicable law. Brainwave will publish notice of any material



BRAINWAVE

Helping families ride the wave
of childhood brain conditions

change. Donations already received will continue to be applied to Brainwave's charitable purposes unless the law requires otherwise.

- 6.6 Brainwave's decisions about administration, eligibility, Rewards and the Referral Prize Draw are final, subject to applicable law. Participants may raise a concern or complaint by contacting events@brainwave.org.au.
- 6.7 Brainwave may extend or amend the Registration Period or these Terms by publishing the change on <https://www.rideforthekids.org.au/>. Brainwave will take reasonable steps to notify registered Participants of any material change before it takes effect.
- 6.8 Brainwave collects personal information to register Participants, administer fundraising, display fundraising profiles and leaderboards, communicate about the campaign, verify eligibility, issue Rewards and conduct the Referral Prize Draw. Information may be disclosed to service providers assisting with those activities. Brainwave will handle personal information in accordance with its Privacy Policy at <https://brainwave.org.au/privacy-policy>.
- 6.9 A Participant's public fundraising profile may display their name, team, fundraising total, kilometres and content they choose to upload. Brainwave will obtain separate consent before using an identifiable Participant image or personal story in broader promotional material. Marketing communications are optional and may be unsubscribed from at any time.
- 6.10 Brainwave may remove content or reject activity that it reasonably considers unlawful, offensive, unsafe, misleading, discriminatory, infringing or inconsistent with Brainwave's values or charitable purpose.
- 6.11 These Terms are governed by the laws of Victoria, Australia. The courts of Victoria have non-exclusive jurisdiction. This clause does not exclude any mandatory rights a Participant has under the laws of another Australian jurisdiction.
- 6.12 If any part of these Terms is invalid or unenforceable, it will be read down or severed to the minimum extent necessary, and the remaining Terms will continue to apply.

If you have any queries in relation to any of the above terms and conditions, please contact Brainwave at events@brainwave.org.au.