



BRAINWAVE

Helping families ride the wave
of childhood brain conditions

Brainwave Ride for the Kids Terms and Conditions

1. Introduction

- 1.1 Brainwave Australia ABN 35 351 986 486 (**Brainwave, We, Us, Our**) is pleased to provide entry into its *Ride for the Kids* on these Terms and Conditions (**Terms**).
 - 1.2 The *Brainwave Ride for the Kids* will be held between 1 October 2025 and 31 October 2025 (**Challenge Month**).
 - 1.3 The *Brainwave Ride for the Kids* involves individuals setting a goal for the amount of kilometres they will aim to cycle during the Challenge Month and will raise funds through donations for their participation in the *Brainwave Ride for the Kids*.
 - 1.4 Each participant will cycle on a bicycle (including a static bicycle) and aim to ride a target distance during the Challenge Month.
 - 1.5 While participating in the *Ride for the Kids* may have health benefits, Brainwave provides no warranty whatsoever that this challenge will achieve an individual's health goals. The challenge has not been developed with any individual's particular health requirements in consideration.
 - 1.6 Do not rely on the information provided in relation to the *Ride for the Kids* challenge as 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 While Brainwave has made every attempt to ensure that the information provided as part of the *Ride for the Kids* has been obtained from reliable sources, Brainwave is not responsible for any errors or omissions or for the results obtained from the use of this information.
 - 1.8 The funds raised from individual's donations for the *Brainwave Ride for the Kids* will go to Brainwave to support children with brain injuries and illnesses and their families. All donations received, over \$2, will constitute as a tax-deductible donation for which Brainwave will issue a receipt by email.
 - 1.9 Information on how to participate in the *Brainwave Ride for the Kids* and Reward details form part of these terms and conditions of participation.
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2. Entry

- 2.1 An individual or team (**Participant**) is required to register for the *Brainwave Ride for the Kids* by completing the registration form available through the website <https://www.rideforthekids.org.au/> (**Registration**).
- 2.2 Participants must be:
 - 2.2.1 16 years of age and over (or where a Participant is under the age of 16, Registration must be completed by a parent or guardian who has provided consent for the Participant's Registration in the *Brainwave Ride for the Kids*); and
 - 2.2.2 be able to cycle safely and cycle in a safe place.
- 2.3 When Registering for the *Brainwave Ride for the Kids* Participants must set a fundraising target for themselves.
- 2.4 By Registering for the *Brainwave Ride for the Kids*, the Participant acknowledges their consent to provide their personal information to Brainwave.
- 2.5 By participating in the *Brainwave Ride for the Kids*, Participants acknowledge that they have read and understood these Terms and agree to be bound by them. Registration must comply with these Terms to be valid.

- 2.6 Registration for the *Brainwave Ride for the Kids* commences on **5 July 2025** at 9.00am AESST and closes **31 October 2025** at 5.00pm AESST (**Registration Date**).
- 2.7 To be eligible to enter the *Brainwave Ride for the Kids*, Participants must complete and submit a registration form online by the Registration Date. Any entries after the Registration Date will not be accepted.
- 2.8 All entries become the property of Brainwave.

3. Fundraising

- 3.1 Participants warrant that they will transfer all sponsorship donations received for their participation in the *Brainwave Ride for the Kids* to Brainwave, either as a direct deposit into Brainwave's account or through the Donations Tab on the *Brainwave Ride for the Kids* website within 28 days of completing the *Brainwave Ride for the Kids*.

4. Reward

- 4.1 A reward will be awarded to Participants based on the amount of funds raised (**Reward**).
- 4.2 The following Rewards will be awarded:
- 4.2.1 First donation within 48 hours of registering: *Brainwave Ride for the Kids* The Pedla musette.
 - 4.2.2 \$100 raised: *Brainwave Ride for the Kids* water bottle.
 - 4.2.3 \$250 raised: *Brainwave Ride for the Kids* The Pedla technical shirt.
 - 4.2.4 \$500 raised: *Brainwave Ride for the Kids* The Pedla jersey.
 - 4.2.5 \$1,000 raised: *Brainwave Ride for the Kids* Champion Cow Bell
 - 4.2.6 Participants that sign up at least five members in a team will receive a *Ride for the Kids* cap for each team member (up to 10 team members).
 - 4.2.7 The Participant with the single highest amount of funds raised will receive an exclusive *Ride for the Kids* beach shirt by The Pedla.
 - 4.2.8 The team with the highest amount of funds raised will each receive an exclusive *Ride for the Kids* beach shirt by The Pedla (up to 10 shirts).
 - 4.2.9 Raffle (referral of additional team members): where a Participant adds an additional team member to their team, they will go into the draw to win an Intrepid Trip Voucher for a cycling trip up to the value of \$5,400 (**Intrepid Trip Voucher**).
- 4.3 **Intrepid Trip Voucher**
- 4.3.1 At the end of the Challenge Month on 1 November 2025, Brainwave will draw a winner of the Intrepid Trip Voucher (**Raffle Winner**). The Raffle Winner will be drawn at random in a raffle format.
 - 4.3.2 The Intrepid Trip Voucher does not include flights to and from the destination of the cycling trip, this will be the responsibility of the Raffle Winner.
 - 4.3.3 It will be the responsibility of the Raffle Winner to book the Intrepid Trip, with Intrepid.
 - 4.3.4 If for any reason the Raffle Winner must be substituted, a second draw will occur.
 - 4.3.5 No refund will be payable by Brainwave if the Raffle Winner is unable to attend the Intrepid Trip for any reason (including due to COVID-19).



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- 4.3.6 Brainwave will only substitute the Intrepid Trip Voucher if the Raffle Winner agrees, or if the Intrepid Trip Voucher is unavailable due to circumstances beyond the control of Brainwave. Where Brainwave substitutes the Intrepid Trip Voucher the substitute will be of a like nature and of same or greater value.
- 4.3.7 Brainwave will advise the Raffle Winner that they are the winner, in writing and advertise the Raffle Winner on the <https://www.rideforthekids.org.au>.
- 4.3.8 Brainwave will make the Intrepid Trip Voucher available for collection within 30 days from notification.
- 4.3.9 More information of the Intrepid Trip Voucher can be found here <https://www.intrepidtravel.com/au/vietnam/cycle-vietnam-160330>
- 4.4 Dollar match: Thanks to our generous sponsors, registered participants will have all donations from 9am 10/10/2025 matched for 24 hours, or until \$10,000 is exhausted. Donations must be made through individual and team fundraising profiles. Match giving will go towards individual fundraiser's tally and the *Ride the Kids* campaign.
- 4.5 At completion of the *Brainwave Ride for the Kids*, the Participant will be contacted using the nominated details contained in their Registration. Participants will receive their Reward or the Intrepid Trip Voucher via SMS or post, as applicable, within 28 days from completion of the *Brainwave Ride for the Kids*. The Participant warrants that information contained in their Registration is accurate. Brainwave will not be liable for any Reward that is not received by a Participant due to incorrect information contained in the Registration.
- 4.6 Participants acknowledge that Rewards are of negligible value and are only offered to enhance the enjoyment of the *Brainwave Ride for the Kids*.
- 4.7 The Rewards are not transferable or exchangeable and cannot be taken as cash. The Rewards must be taken as stated. The Rewards cannot be sold to any other person (including by online auction or private sale). Rewards are limited to one Reward per eligible Participant. No compensation will be payable in lieu of the Reward.
- 4.8 The Participant may forfeit all their rights to receive a Reward if these terms and conditions are not satisfied for any reason whatsoever.

5. Liability

- 5.1 Participants who enter into the *Brainwave Ride for the Kids*, and accept a Reward, do so at their own risk.
- 5.2 Brainwave, its related entities or any of their employees, contractors and agents (or employees of their contractors and agents) will not be liable for any liability, loss, damage or expense (including but not limited to direct, indirect or consequential loss or loss of profits), or death or personal injury, suffered or incurred (whether or not arising from any person's negligence) arising out of, or in connection with, the *Brainwave Ride for the Kids*, the provision of a Reward, use or participation in a Reward or marketing of the *Brainwave Ride for the Kids*, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

6. General

- 6.1 Brainwave accepts no responsibility for late Registrations or Registrations not received for any reason.
- 6.2 Brainwave reserves the right to disqualify any Participants in its absolute discretion.
- 6.3 Brainwave reserves the right, at any time, to verify the validity of Registration and the details provided by Participants (including without limitation a Participant's identity and age) and to disqualify any Participant who submits a Registration that is not in accordance with these Terms. The information necessary for verification is at the sole discretion of Brainwave.
- 6.4 Each Participant must comply with these Terms. Each Participant indemnifies and will keep indemnified Brainwave in relation to all loss and damage whatsoever which is suffered (including but not limited to indirect or consequential loss) by Brainwave as a direct or indirect result of the Participant acting inconsistently with or breaching any part of these Terms.



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- 6.5 Brainwave is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination of these, or any other technical failures related to, or resulting from, participation in this *Brainwave Ride for the Kids*. Illegible and/or incomplete Registration forms will not be accepted.
- 6.6 If for any reason the *Brainwave Ride for the Kids* is not capable of running as planned, including as a result of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Brainwave which corrupt or affect the administration, security, fairness, integrity, safety or proper conduct of the *Brainwave Ride for the Kids*, Brainwave reserves the right in its sole discretion to cancel, terminate, modify or suspend the *Brainwave Ride for the Kids*, subject to any applicable legislation.
- 6.7 Brainwave's decision on all aspects relating to the *Brainwave Ride for the Kids* is final and no correspondence will be entered into. Failure by Brainwave to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 6.8 Brainwave, may at its discretion, extend the Registration Date by publishing a notice on its Website with the dates of the extended Registration period.
- 6.9 Participants acknowledge that they provide certain information to Brainwave to be used by Brainwave for future promotional purposes. Individual's personal information cannot be disclosed without the individual's consent. Personal information will be handled in accordance with Brainwave's Privacy Policy which can be viewed online at <https://brainwave.org.au/privacy-policy>
- 6.10 Brainwave reserves the right to exercise its absolute discretion in excluding Registrations that it considers to be contrary to law.
- 6.11 The *Brainwave Ride for the Kids* is governed by the laws of the state of Victoria, Australia.

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