

PARTICIPANT RELEASE – MATILDA'S FAREWELL GAME– Nike Australia Pty Ltd ("NIKE")

Please Read Carefully, Sign and Return to NIKE to indicate your acceptance as specified below.

For the purposes of this "Participant Release", "**Event**" means the NIKE "Matilda's Farewell Game" event to be held on 14 July 2023 at Marvel Stadium, Melbourne and surrounding areas. For the purposes of this Release, the Event includes any and all transportation to, from and between Event locations, any product testing at the Event, and all other activities related to the Event.

In consideration of the opportunity to attend and participate in the Event, I, the undersigned participant, acknowledge and agree that:

1. ACCEPTANCE OF TERMS AND CONDITIONS. I am eighteen (18) years of age or over and I have read this Participant Release and fully understand, agree to and accept the terms and conditions herein. I understand that, unless otherwise specified by NIKE on its Event registration platform, this Participant Release must be printed and signed by me and that the signed copy must be provided to NIKE before I can attend or participate in the Event. I acknowledge that, unless otherwise specified by NIKE at registration, my attendance at and participation in, and eligibility to attend and participate in, the Event is subject to NIKE receiving the Participant Release signed by me. In some instances, NIKE may advise that I can indicate my acceptance of the terms and conditions of this Participant Release by "checking" a box during on-line registration. Where this occurs, I understand that checking the box will constitute binding acceptance of this Participant Release by me.

2. ELIGIBILITY TO ATTEND AND PARTICIPATE IN EVENT. I understand that NIKE reserves the right to request verification of age, identity, residential address, and any other information from participants relevant to registration for, attendance at, or participation in, the Event. NIKE reserves the right to refuse entry or eject any individual who provides false information, fails to provide information, or who is otherwise involved in manipulating, interfering with or disrupting, the Event (or attempting to do so).

3. RIGHTS UNDER CONSUMER GUARANTEES. Nothing in this Participant Release excludes any term or guarantee which, under statute, cannot be excluded. E.g. you may have rights under consumer guarantees in the Competition and Consumer Act 2010 (Cth) (the "**Act**").

4. LIABILITY FOR DEATH, INJURY ETC. To the extent permitted under relevant statutes, NIKE, Inc. and the affiliates and subsidiaries of NIKE, Inc. (including NIKE) exclude all liability (including, without limitation, in negligence) in relation to the Event for:

- (a) death;
- (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (c) the contraction, aggravation or acceleration of a disease; or
- (d) the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous to an individual or the community or that may result in harm or disadvantage to an individual or the community.

5. LIMITS ON EXCLUSION OF LIABILITY. If the Event is held in Queensland, the ACT, Tasmania, New South Wales, the Northern Territory or South Australia, the exclusion of liability in item 4 will not apply to significant personal injury caused by the reckless conduct (as defined in section 139A(5) of the Act) of the supplier of the relevant services. If the Event is held in Victoria or Western Australia, the exclusion of liability in item 4 will not apply to death or significant personal injury caused by the reckless conduct (as defined in section 139A(5) of the Act) of the supplier of the relevant services or caused by the supplier's act of omission done or omitted to be done with reckless disregard for the consequences.

6. EVENTS HELD IN VICTORIA. If the Event is conducted in Victoria, the following warning applies.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (VIC)

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign or otherwise indicate your acceptance of this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

7. FURTHER LIMITS ON LIABILITY. To the extent permitted under relevant statutes, the liability of the Released Parties (defined in item 10 below) is further limited as specified below.

10. ASSUMPTION OF RISK. I hereby confirm that I am physically and medically fit to participate in the Event. I am not aware of any medical condition, impairment, disease, illness or other reason why I should not participate in the Event. **Attendance at and participation in the Event involves inherent risks and dangers of accidents, personal and bodily injury (including death and permanent disability) and property loss or damage.** These may result from my own actions or inactions, as well as the actions or inactions of others, the activities, the rules of play, transport between Event locations and the condition of the facilities, equipment and terrain. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I have considered the nature and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined in item 10 below) or others and assume full responsibility for my attendance at and participation in the Event. ***I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care.***

11. RELEASE FROM LIABILITY. I, for myself and on behalf of my heirs, estate, insurers, successors, and assigns, hereby fully and forever release and discharge NIKE, Inc. and the affiliates and subsidiaries of NIKE, Inc., their respective officers, directors, shareholders, employees, agents, distributors, representatives, contractors, successors, assigns, and insurers, all Event organisers, promoters, sponsors, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event (collectively the **"Released Parties"**) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property relating in any way to the Event, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

12. AUTHORIZATION TO RECORD AND USE RECORDINGS and NAME. I hereby grant to NIKE, Inc., its affiliates, subsidiaries, successors, assigns, and licensees (collectively **"NIKE"**) permission to film, photograph, video record, and otherwise record or broadcast (including but not limited to live-stream broadcast to the general public via the internet or to other venues or locations) my image, voice, avatar, name, biographical data, silhouette, body dimension, shape, posture, likeness or any other aspect of my attendance at and participation in the Event (collectively the **"Recording"**) and the irrevocable right, throughout the world, in perpetuity, to register for copyright, to use, and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Event or otherwise, including for advertising, promotional or any other commercial purposes, without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name, image or likeness. NIKE shall have no obligation to use any of the rights I grant. I represent that it is not necessary for NIKE to obtain permission from or to pay any third party in connection with the rights granted in this paragraph.

13. ARBITRATION. In the event of any dispute between me and any of the Released Parties, such dispute shall be settled by arbitration administered by the Australian Centre for International Commercial Arbitration under its then-current Arbitration Rules. The hearing shall be conducted in Melbourne, Australia unless both parties consent to a different location. This Participant Release shall be governed by the laws of Victoria, Australia. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction.

14. CONFIDENTIALITY. I understand that, during the Event, I may be exposed to ideas, designs, discoveries, inventions, and trade secrets, including footwear, apparel and equipment designs under development, fabrication processes, innovative materials, drawings, business and marketing plans, sales data, and research about biomechanics and exercise physiology. I agree that all of NIKE's files, data, and information are and shall remain the property of NIKE and may not be used, copied or distributed to third parties, without the express prior written consent of NIKE. My obligations of non-disclosure with respect to NIKE's proprietary information shall remain in effect for five years from the date I gain access, so long as such information has not entered the public domain.

15. COLLECTION AND USE OF PERSONAL INFORMATION. NIKE may collect your personal information directly or through its agents or contractors. Attendance at, and participation in, the Event is conditional upon you providing the requested information and by attending and participating in the Event you consent to the use of your personal information as described below. NIKE will use your information to conduct the Event. NIKE may disclose your personal information to its related companies, agents and contractors to assist in conducting the Event, communicating with you or storing data. This may include disclosures to organisations outside Australia, including in the United States. I hereby grant to NIKE the right to use my information in accordance with its Terms of Use (https://agreementservice.svs.nike.com/au/en_gb/rest/agreement?agreementType=termsOfUse&uxId=com.nike.unite&country=AU&language=en&requestType=redirect) and Privacy Policy (https://agreementservice.svs.nike.com/au/en_gb/rest/agreement?agreementType=privacyPolicy&uxId=com.nike.unite&country=AU&language=en&requestType=redirect). These documents include information about: (i) how to seek access to the personal information NIKE holds about you and seek correction of the information; and (ii) how to complain about a privacy breach and how NIKE will deal with such a complaint.

16. SEVERABILITY. I acknowledge and agree that if any part or parts of this Participant Release are held to be invalid or otherwise unenforceable, that part or parts will be void to the extent contrary to applicable law and the rest of this Participant Release will remain in full force and effect.

17. FURTHER TERMS. I agree to comply with any Event rules and other instructions issued by NIKE, its representatives or the Event organisers at any time during the conduct of the Event. I agree that I will not do anything that may compromise or endanger the health, safety or lives of any person (including myself) attending or participating in the Event, or do anything that may damage the property of another person. I agree not to do anything which may adversely affect, prejudice or bring into disrepute the reputation of NIKE or the Event. I acknowledge and accept that NIKE, its representatives or the Event organizers may remove me from any Event venue immediately at any stage if I fail to comply with the terms of this Participant Release or otherwise act inappropriately.

By registering for the Event I acknowledge that I have read, understood, accept and agree to the terms and conditions of this Participant Release, and understand that I am giving up substantial rights by accepting these terms and conditions and signing, or otherwise accepting, this Participant Release. I sign (or otherwise accept) this Participant Release and accept these terms and conditions freely and voluntarily, without any inducement or coercion.

I certify that:

☐ I am 18 years of age or over

☐ I am not a brand ambassador (and do not fulfil any similar role) for any sports and/or sports fashion brand (other than NIKE, where applicable).

PARTICIPANT SIGNATURE

PRINT NAME

DATE SIGNED

DATE OF BIRTH: _____ ADDRESS: _____

E-MAIL: _____ PHONE: _____

EMERGENCY CONTACT: _____ EMERGENCY PHONE: _____