

### **RACGP – Hackathon 2026**

# **Participant Terms and Conditions**

## and Cancellation Policy

#### About these terms and conditions

These Participant Terms and Conditions apply to the RACGP Hackathon 2026 event being held on March 13 – March 15, 2026 ("Event").

These Participant Terms and Conditions govern The Royal Australian College of General Practitioners Ltd ABN 34 000 223 807 ("RACGP" or "us") and each person ("Participant" or "you") who has either (1) registered or enrolled to attend or participate in the Event; or (2) been invited by the RACGP to attend the Event.

Please read these Participant Terms and Conditions carefully as they contain important information. You acknowledge that you have read and agree to be bound by these Participant Terms and Conditions upon: (1) submitting your Application Form to the RACGP; or (2) attending or participating in the Event if you are not required to pre-register for the Event.

Please note the Event competition is subject to the Competition Terms and Conditions.

## 1. Interpretation

- a. Application Form means the online registration or booking form for the Event.
- b. Business Day means any weekday that is not gazetted as a public holiday in Victoria.
- c. Competition Terms and Conditions means the terms and conditions governing the Event competition
- d. Event has the meaning given to it in the "About the Participant Terms and Conditions" section above.
- e. Fee, Platform and Venue have the meaning evident from the Application Form.
- f. Event Terms and Conditions means the terms and conditions governing the Event.
- g. Participant Terms and Conditions means these terms and conditions, as amended from time to time.
- h. Submission means a Team's pitch and answer to a problem scenario posed by the RACGP for the purpose of the Event.
- *i.* Team means the designated group (of up to 7 Participants) that each Participant is assigned to by RACGP upon acceptance of a Participant's Event registration by RACGP.
- j. A reference to a party includes its officers, employees, agents and contractors.

### 2. Registration and payment

- a. Acceptance of an Application Form is at RACGP's discretion, for which the RACGP will provide confirmation. Your Event application, registration or booking is not confirmed until you receive an email from us confirming your attendance for the Event, your details and any other relevant information.
- b. The RACGP reserves the right to decline any registration application.
- c. The RACGP is not liable or responsible for a Participant's transport, transfers or accommodation expenses.
- d. If the RACGP has invited you to attend the Event without the need for registration, you must confirm your attendance within the time specified in the invitation (if any) in order to reserve your position.

#### 3. Event changes

- a. The RACGP reserves the right and has sole discretion for any reason and at any time to:
  - i. Change the format, participants, content, location and timing or any other aspect of the Event;



- ii. Postpone the Event in full or any part of the Event; and/or
- iii. Cancel the Event in full or any part.
- b. As there is no Fee payable to attend the Event, RACGP will not be liable to you for any damages, costs, losses or expenses of any kind incurred or suffered by you in connection with the RACGP modifying, postponing or cancelling the Event or any part of the Event.
- c. The Event's content and program is accurate as at the time of issue. The RACGP may make changes to the Event as required, however RACGP will use reasonable efforts to provide a program and content of equivalent standard.
- d. Event content is obtained from sources believed to be reputable and reliable. The RACGP accepts no liability for any inaccuracy or misrepresentation. This information is not professional advice or a substitute for seeking professional advice, or as a full consideration of your (or your patient's or any other relevant third party's) particular circumstances. Acting in accordance with information provided by the Event does not guarantee discharge of any duty. You are expected to exercise your own judgement as to the suitability and applicability of information provided during the Event.

# 4. Participant's rights and obligations

- a. By registering, you warrant your details as provided are true and correct.
- b. You must comply with any particular conditions, rules, regulations or usage requirements of the Venue or of the RACGP in connection with the Event including
  - i. the Competition Terms and Conditions and the Event Terms and Conditions:
    - a. You agree for the RACGP to allocate you into a Team.
    - b. You are expected to behave in a professional and appropriate manner at the Event. Members must abide by the <a href="RACGP Member Code of Conduct.">RACGP Member Code of Conduct.</a>
    - c. You must also comply with all verbal and written directions given by the RACGP or the Venue whilst at, entering, or departing the Venue (including without limitation in respect of an acceptable noise level emanating from the Event space).
- c. The RACGP reserves the right, without any liability, to refuse admission to, or to eject you from the Event, in its absolute discretion, including (without limitation), for failure to comply with these Participant Terms and Conditions or if in the opinion of the RACGP you represent a security risk, nuisance or annoyance to the running of the Event.
- d. Photography and the recording or transmitting of audio or visual material, data or information is prohibited at the Event without RACGP's prior written consent.

#### 5. Transfers and substitutions

- a. You may not transfer your Event registration to another RACGP event.
- b. You may substitute another Participant to attend the Event in your place by written notice to the RACGP prior to the Event start date. The RACGP reserves the right to refuse entry to any substitute Participant for whom the RACGP was not provided written notice, or where relevant eligibility criteria (if any) are not satisfied. RACGP's acceptance of Participant substitution may be subject to additional conditions. If the substitute Participant has differing requirements (e.g. dietary) from you, we may not be able to accommodate such changes if we have been given less than 5 Business Days' notice. RACGP may reject any unsuitable Participants at its absolute discretion.

#### 6. Cancellation

- a. Where permitted, you may cancel all or part of your registration to an Event. Notification of cancellation must be made in writing and sent by email to the RACGP at <a href="mailto:events@racgp.org.au">events@racgp.org.au</a>.
- b. No entitlement to payment arises for cancellations as no registration fee is payable for the Event.



- c. If you fail to attend an Event, are refused admission, or ejected from an Event under clause 4(c) or, where a substitute is refused entry to an Event under clause 5(b), RACGP takes no responsibility for, and will not be liable for any claim, liability, loss, damage, cost or expense incurred or suffered by you.
- d. Cancellation pursuant to this clause 6 does not terminate our agreement with you, which continues until resolution of all outstanding matters to the RACGP's satisfaction.

## 7. COVID-safe

RACGP will take reasonable steps to implement reasonable COVID-safe measures at an Event to assist to protect your health and safety and that of other Event Participants.

## 8. Risk management

- a. It is your responsibility to inform the RACGP of any special dietary, accessibility or other requirements you may have, sufficiently in advance to enable the RACGP to attempt to accommodate these requirements (or where this is not possible, inform you of such).
- b. You use the Venue and all associated facilities (including any car parking facilities) at your own risk. Despite anything else in these Participant Terms and Conditions, the RACGP accepts no liability to you or any third party for any loss of or damage to any of your equipment, materials or other belongings brought to the Venue, whether by fire, theft, accident, injury or otherwise.
- c. An Event may include inherently dangerous activities, including the use of specialised equipment. Reasonable assistance will be provided; however, Participants are responsible for their own wellbeing and the RACGP accepts no liability for any loss, damage or injury incurred in connection with an Event.
- d. You use the Platform and all associated facilities at your own risk. Despite anything else in these Participant Conditions, the RACGP accepts no liability to you or any third party for any loss of or damage to any of your equipment, materials or other belongings through use of the Platform.
- e. To the maximum extent permitted by law, no liability is incurred by the RACGP in connection with the Event. All guarantees, representations, conditions and warranties of any nature are expressly excluded. However, nothing in these Participant Terms and Conditions limits, excludes or modifies or purports to do so, the guarantees as provided under the *Competition and Consumer Act* (Cth) and the *Australian Consumer Law*. If these Acts impose any inalienable consumer rights, then to the extent of any inconsistency with these Participant Terms and Conditions, these Participant Conditions are to be read down to permit those rights.
- f. To the maximum extent permitted by law, the RACGP excludes all indirect or consequential liability and all liability for any loss (including indirect or consequential loss), expense, damage, personal injury or death incurred (whether or not arising from negligence) by you in connection with the Event.
- g. You release the RACGP from any action, suits, proceedings, claims, demands, costs and expenses, incurred in connection with our acts, omissions or negligence in connection with these Participant Terms and Conditions or the Event. You further indemnify the RACGP its employees, agents, contactors and sub-contractors against, and agree to make good, any action, suits, proceedings, claims, demands, costs and expenses (including legal costs, professional costs and other expenses on a full indemnity basis), incurred in connection with these Participant Terms and Conditions. Any such amount is a debt due and payable within thirty (30) Business Days of request.

## 9. Intellectual Property

a. Any and/or all intellectual property in the RACGP Event materials (including all online content relating to an Event) shall be and remain RACGP's sole and exclusive property (or that of the appropriate third-party owner(s), if any). A Participant does not acquire any rights in any RACGP Event materials, including any modifications, developments, improvements, or variations of them. A Participant has no intellectual property rights in the RACGP Event materials. You agree not to modify, reproduce, sell, and/or copy (in whole or in part) the RACGP Event material, except with the prior written consent of RACGP.

Last updated: 05/10/2025



b. Any and/or all intellectual property in a Team's Event competition Submission will vest jointly by the individuals constituting that Team. RACGP does not acquire any rights in any Team's Event Submissions or materials, including any modifications, developments, improvements, or variations of them. RACGP has no intellectual property rights in a Team's Event Submissions. You agree not to modify, reproduce, sell, and/or copy (in whole or in part) another Team's Event Submission or related materials, except with the prior written consent of all the Participants in the relevant Team.

#### 10. General

- a. The RACGP reserves the right to amend these Participant Terms and Conditions from time to time. Unless notified to you, the terms governing your attendance at the Event will be those in force at the time of your registration for the Event or attendance if you do not need to register (as applicable).
- b. The failure, delay, relaxation or indulgence on the part of the RACGP in exercising, in part or whole, any power, right or remedy conferred upon it by these Participant Terms and Conditions do not operate as a waiver of that power, right or remedy.
- c. If any provision of these Participant Terms and Conditions is invalid or not enforceable by a court of competent jurisdiction, the relevant term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Participant Terms and Conditions.
- d. All Fees due to RACGP under these Participant Terms and Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- e. These Participant Terms and Conditions are governed by the laws exercised by the courts in the State of Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of that State.
- e. Any notice or other communication made in connection with these Participant Terms and Conditions (Notice) must be made in writing. In addition to any other method of service provided by law, a Notice may be:
  - i. sent by email to the:
    - 1. the Participant at the email address provided for the Participant in the Registration Form or as subsequently notified; and
    - 2. to RACGP at events@racgp.org.au; or
    - 3. delivered at the address of the addressee set out in this Agreement, Application Form or as subsequently notified.
- f. A notice must be treated as given and received:
  - i. if posted:
    - within Australia to an Australian address, on the second Business Day after posting; or
    - 2. in any other case, ten Business Days after posting.
  - ii. if sent by electronic mail before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
  - iii. if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

## 11. Privacy statement

a. Protecting your privacy and your personal information is an important aspect of the way the RACGP conducts its activities, online and offline.

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- b. You acknowledge you may be filmed, recorded and/or photographed by the RACGP, the media or any third party authorised by, or providing services to RACGP at the Event and consent to the RACGP using the film, sound and/or photograph for RACGP editorial, promotion, publicity and advertising purposes, or for the demonstration of medical procedures.
- c. By submitting an Application Form you consent to the RACGP collecting, using and disclosing your personal information (including credit card information) to facilitate, administer and conduct the Event. This may include: the production of Participant lists, Team lists, photographs, recordings and videos for marketing, reporting and related uses and updating your continual professional development record (if applicable), unless notified otherwise. The RACGP may be required to disclose personal information relating to credit card details to enable Fee (and any permitted Fee refund) payment processing only.
- d. You consent to the collection and storage of any information collected via radio frequency identification (RFID) technology. Such information will be stored and collected in accordance with our <a href="Privacy Policy">Privacy Policy</a>
- e. Please contact the RACGP at <a href="mailto:racgp@racgp.org.au">racgp@racgp.org.au</a> to update or correct your details.
- f. In all other aspects, the RACGP will collect, use and disclose personal information provided to it in accordance with its <u>Privacy Policy</u>

31 October 2025.