



## **PIE4PTSD Participant Waiver, Consent Form, and Fundraising Terms and Conditions**

**Event Name:** PIE IN THE FACE FOR PTSD (PIE4PTSD)

**Organiser:** Emerge & See Ltd. (ABN 29 647 964 305)

**Campaign Period:** 27 May – 27 June 2026

### **Important Notice – Australian Consumer Law**

Nothing in this document excludes, restricts, or modifies any right or remedy you have under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other applicable law that cannot be excluded. Where liability cannot be excluded by law, Emerge & See Ltd.'s liability is limited to the maximum extent permitted by law.

### **Electronic Acknowledgement Notice**

This document is completed electronically. By ticking the acknowledgement box and submitting your registration, you confirm that you have read this document in full, that you understand its terms, and that you agree to be bound by them. Your electronic acknowledgement has the same legal effect as a handwritten signature under the Electronic Transactions Act 2000 (NSW).

## **PART A: PARTICIPANT WAIVER AND CONSENT FORM**

### **1. Acknowledgement of Risk**

I understand that participating in the PIE4PTSD campaign, including the act of receiving a "pie in the face," involves certain physical risks, including but not limited to:

- Slipping hazards from whipped cream or shaving cream;
- Potential allergic reactions to ingredients (including dairy, artificial fragrances, or preservatives);
- Minor physical impact to the face or body;
- Contact with substances that may irritate skin, eyes, or mucous membranes; and
- Incidental physical contact with other participants or bystanders.



I acknowledge and voluntarily accept these risks. I agree to take reasonable steps to ensure:

- (a) The materials used do not contain allergens or substances known to cause a reaction in myself or the recipient;
- (b) I will not participate if I have known allergies, skin conditions, or health conditions that could be triggered or worsened by participation;
- (c) Only approved pie materials (whipped cream or shaving cream on a paper or foam plate) will be used — no crusts, solid food items, or other substances are permitted; and
- (d) The activity is conducted in a safe environment, free from foreseeable slipping, impact, or collision hazards.

## **2. Health and Fitness Declaration**

I confirm that I am in good physical health and have no known medical conditions that would place me at increased risk during participation in PIE4PTSD. I understand it is my personal responsibility to consult a medical professional if I have any concerns about my ability to participate safely.

## **3. Voluntary Participation**

I confirm that my participation in PIE4PTSD is entirely voluntary. I have not been coerced, pressured, or induced by any representation not contained in this document. I may withdraw from participation at any time prior to the activity without penalty.

## **4. Alcohol and Substance Use**

I agree not to consume alcohol or any intoxicating or impairing substance prior to or during the pieing activity. I acknowledge that impairment increases the risk of harm and may render this waiver voidable at the election of Emerge & See Ltd.

## **5. Code of Conduct**

I agree to conduct myself respectfully and responsibly at all times during PIE4PTSD. The following conduct will not be tolerated and may result in immediate removal from the campaign without refund of any amounts paid:

- Harassment, bullying, intimidation, or threatening behaviour;



- Discrimination based on any protected attribute under the Anti-Discrimination Act 1977 (NSW), the Discrimination Act 1991 (ACT), or applicable federal legislation;
- Conduct inconsistent with Emerge & See's mission to reduce stigma around mental health; and
- Any breach of this Code of Conduct or the Fundraising Terms and Conditions in Part B.

## **6. Emergency Procedures**

I acknowledge that I am responsible for ensuring a safe environment for my pieing activity. In the event of an emergency, I will:

- (a) Contact emergency services (Triple Zero — 000) where there is a risk to life or serious injury;
- (b) Administer basic first aid if trained and safe to do so; and
- (c) Notify Emerge & See Ltd. as soon as practicable by emailing [info@emergeandsee.org.au](mailto:info@emergeandsee.org.au) or calling the contact number provided in my participant pack.

## **7. Equipment and Property**

I acknowledge that I am responsible for any personal or third-party equipment or property used during my participation. I will take reasonable precautions to protect such property. Emerge & See Ltd. is not responsible for loss or damage to personal property incurred during the campaign.

## **8. Explicit Consent Requirement for the Pieing Activity**

### **8.1 Requirement for Explicit Consent**

No participant shall engage in the act of pieing another person without first obtaining that person's explicit, clear, and unambiguous consent. Proceeding without consent may constitute a battery or assault at law.

### **8.2 Timing of Consent**

Explicit consent must be obtained immediately prior to the pieing activity. Prior conversations, general agreement to participate in the campaign, or past participation do not constitute consent to any individual pieing act.



### **8.3 Nature of Consent**

Consent must be:

- (a) Freely given — without coercion, pressure, or manipulation;
- (b) Specific — to the particular pieing activity being proposed;
- (c) Informed — the recipient must understand the nature of the activity, the materials to be used, and any potential consequences;
- (d) Current — given at the time of the activity; and
- (e) Ongoing — capable of being withdrawn at any point before or during the activity.

### **8.4 Withdrawal of Consent**

Any participant may withdraw consent at any time before or during the pieing activity. Withdrawal must be immediately respected. Proceeding after consent is withdrawn may give rise to civil liability.

### **8.5 Documentation**

In organised workplace or group settings, written consent is strongly recommended and should be retained by the event organiser.

### **8.6 Trusted Person**

Where possible, the person conducting the pieing activity should be a mutually known and trusted individual to minimise discomfort and harm.

### **8.7 Participant Responsibility**

The participant initiating the pieing activity is responsible for:

- (a) Selecting an approved pie product and considering potential allergens; and
- (b) Ensuring the environment is free from slipping hazards, dangerous objects, and foreseeable safety risks.



### **8.8 Liability for Non-Consensual Acts**

Any person who engages in the pieing activity without obtaining explicit consent as required by this clause may be held personally liable for any resulting harm, damage, or distress. Emerge & See Ltd. bears no liability for non-consensual acts by participants.

## **9. Children and the Pieing Activity**

### **9.1 Registration Age Requirement**

Registration as a PIE4PTSD participant is open to individuals aged 18 years and over only. A person under 18 years of age cannot register as a participant, enter into these Terms, or take on fundraising obligations under the Campaign. This restriction reflects the contractual nature of participation and the assumption of risk and liability set out in this document.

### **9.2 Children Involved in the Pieing Activity**

A child under 18 years of age may be involved in the physical pieing activity (as the person delivering or receiving the pie) provided that:

- (a) The child's parent or legal guardian is present and directly supervising the activity at all times;
- (b) The parent or guardian provides express consent on the child's behalf immediately prior to the activity;
- (c) The registered adult participant takes full responsibility for ensuring the activity is conducted safely and in accordance with the requirements of clause 8; and
- (d) The materials used are appropriate and safe for the child, with particular attention to allergens and skin sensitivities.

### **9.3 Parental Responsibility**

Where a child is involved in the pieing activity, the registered adult participant (as the responsible party) accepts all obligations under this document as they apply to the child's involvement, including the risk acknowledgements in clause 1, the consent requirements in clause 8, and the media release in clause 10 (unless the parent or guardian opts out in writing).



## 10. Media and Content Release

I grant permission to Emerge & See Ltd., its authorised partners, and affiliates to:

- (a) Photograph, film, or otherwise record my image, likeness, name, and/or participation during the campaign; and
- (b) Use such recordings for promotional, fundraising, educational, or media purposes, including social media platforms, print publications, and broadcast media.

I understand that recordings may be edited and published without further notice.

If I do not consent to being recorded or photographed, I will notify Emerge & See Ltd. in writing prior to my participation by emailing [impact@emergeandsee.org.au](mailto:impact@emergeandsee.org.au).

Media involving children: Where a child participates in the pieing activity under clause 9, the registered adult participant (as the responsible party) provides media consent on the child's behalf by completing their registration. If the parent or guardian does not consent to the child being recorded, they must notify Emerge & See in writing at [info@emergeandsee.org.au](mailto:info@emergeandsee.org.au) prior to the activity.

I understand that I may withdraw my media consent at any time by written notice to [info@emergeandsee.org.au](mailto:info@emergeandsee.org.au), provided that Emerge & See Ltd. is not required to remove content that has already been published or distributed in good faith prior to receiving that notice.

## 11. Release of Liability and Indemnity

### 11.1 Release

To the fullest extent permitted by law, I hereby release, discharge, and hold harmless Emerge & See Ltd., its directors, officers, employees, volunteers, contractors, sponsors, and partners from any and all claims, demands, damages, losses, or causes of action arising from or in connection with my participation in PIE4PTSD, including:

- (a) Physical injury or allergic reaction;
- (b) Property damage or loss;
- (c) Loss of personal belongings; and
- (d) Any emotional distress directly resulting from the physical activity itself and voluntarily assumed risks described in clause 1.



### **11.2 Limitation — Negligence**

This release does not apply to claims arising from the gross negligence, reckless conduct, or intentional wrongful act of Emerge & See Ltd. or its representatives. Nothing in this clause affects any rights you may have under the Australian Consumer Law that cannot be excluded by agreement.

### **11.3 Exclusion of Consequential Loss**

To the maximum extent permitted by law, Emerge & See Ltd. shall not be liable for any indirect, incidental, or consequential damages arising from participation in PIE4PTSD, including loss of income, loss of reputation, or business opportunity.

### **11.4 Indemnity**

I agree to indemnify and hold harmless Emerge & See Ltd. from any third-party claims, losses, costs, or expenses (including reasonable legal costs) arising from my own acts or omissions during the campaign, including any non-consensual pieing activity or breach of this document.

## **12. Governing Law and Dispute Resolution**

### **12.1 Governing Law**

This document is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

### **12.2 Dispute Resolution**

In the event of a dispute arising from participation in PIE4PTSD, the parties agree to:

- (a) First attempt to resolve the matter through good faith written negotiation within 14 days of a dispute being raised;
- (b) If unresolved, refer the matter to mediation conducted in accordance with the guidelines of the Resolution Institute of Australia (or a mutually agreed equivalent), in New South Wales; and
- (c) Share the costs of mediation equally unless otherwise ordered.

Nothing in this clause prevents a party from seeking urgent interlocutory relief from a court of competent jurisdiction.



### **13. Severability**

If any provision of this document is found to be invalid, unenforceable, or contrary to law, that provision will be severed and the remainder of the document will continue in full force and effect.

### **14. Electronic Acknowledgement**

By ticking the acknowledgement box and submitting your registration, I confirm that:

- I have read and understood this Waiver and Consent Form in its entirety;
- I am 18 years of age or older;
- I agree to be bound by its terms;
- I have not relied on any representation not contained in this document; and
- Where a child will be involved in the pieing activity under clause 9, I accept responsibility for that child's participation as set out in that clause.

My electronic acknowledgement constitutes a valid and binding agreement under the Electronic Transactions Act 2000 (NSW).

## **PART B: PIE4PTSD FUNDRAISING TERMS AND CONDITIONS**

### **1. Introduction and Governing Instruments**

These Terms and Conditions ("Terms") govern participation in the PIE4PTSD fundraising campaign ("Campaign"), organised by Emerge & See Ltd. (ABN 29 647 964 305), a company limited by guarantee and ACNC-registered charity ("Emerge & See").

The Campaign is conducted in accordance with:

- The Charitable Fundraising Act 1991 (NSW) and any applicable authority to fundraise granted thereunder;
- The Charitable Collections Act 2003 (ACT);
- The Australian Consumer Law (Schedule 2, Competition and Consumer Act 2010 (Cth));
- The Privacy Act 1988 (Cth) and Australian Privacy Principles; and
- Emerge & See's ACNC obligations as a registered charity.

By completing your electronic registration, you confirm that you have read and agree to these Terms.



## **2. Eligibility**

### **2.1 Participants**

The Campaign is open to individuals aged 18 years and over, and to workplaces and businesses in Australia. A person under 18 years of age may not register as a participant. For the involvement of children in the pieing activity, refer to Part A, clause 9.

### **2.2 Fundraising Obligations**

All fundraising activities conducted in connection with PIE4PTSD must comply with applicable Australian laws, including state and territory fundraising legislation. Participants operating in NSW must comply with the Charitable Fundraising Act 1991 (NSW). Participants operating in the ACT must comply with the Charitable Collections Act 2003 (ACT).

### **2.3 Conflicts of Interest and Prize Draw Ineligibility**

Employees, volunteers, officers, directors, and contractors of Emerge & See, and affiliates of any associated organisation involved in administering this Campaign, may participate in PIE4PTSD fundraising and campaign activities. However, the following persons are not eligible to enter or win any prize draw conducted in connection with the Campaign:

- Employees, officers, directors, or contractors of Emerge & See or any associated organisation involved in administering this promotion;
- Volunteers of Emerge & See, regardless of their role or level of involvement in the Campaign; and
- Immediate family members of any of the above.

These persons must not use their position or access to organisational resources to influence donations or campaign outcomes.



### 3. Campaign Period

The Campaign officially runs from **27 May 2026 to 27 June 2026** ("Campaign Period"). All fundraising pages must be established and all donations collected through the official platform within the Campaign Period, unless Emerge & See provides prior written approval for an extension.

**Prize Draw Entry Period:** For the purposes of eligibility for the PIE4PTSD 2026 State of Origin Prize Draw, the Entry Period extends beyond the Campaign Period and closes at **11:59pm AEST on Thursday 2 July 2026**. Both entry pathways — fundraising (\$500 or more in verified donations) and direct donations (\$100 or more per transaction) — are eligible throughout the Entry Period. The fundraising platform may continue to accept donations after 2 July 2026; however, donations received after 11:59pm AEST on 2 July 2026 will not count toward prize draw eligibility. The full Prize Terms and Conditions govern the prize draw and are available at [INSERT PRIZE T&Cs URL].

### 4. Fundraising Guidelines

#### 4.1 Fundraising Pages

Participants must use the official PIE4PTSD fundraising platform, facilitated by Funraisin and accessible at <https://fundraise.emergeandsee.org.au>, to establish personal or workplace fundraising pages. All donations must be processed through this platform unless Emerge & See provides prior written approval for an alternative arrangement.

#### 4.2 Suggested Targets

Suggested fundraising targets are \$300–\$1,000 for individuals and \$500–\$5,000 for workplaces. Participants may set their own targets but are encouraged to align with these guidelines to maximise collective impact. Note that the suggested fundraising target is aspirational only and does not confer prize draw eligibility; the prize draw threshold for registered fundraisers is \$500 in verified donations by the close of the Entry Period (see Clause 6.4).



#### **4.3 Donations**

All donations must be processed through the official fundraising platform. Cash donations are not permitted unless collected through channels specifically approved in writing by Emerge & See.

#### **4.4 Use of Funds**

All funds raised will support Emerge & See's charitable programs, including free, confidential, peer-led support, education, and community connection services for emergency service workers and their families, consistent with Emerge & See's charitable objects and ACNC obligations.

#### **4.5 Transparency**

Participants must clearly identify in all promotional materials that funds are being raised for Emerge & See's PIE4PTSD campaign, and must include a link to the official fundraising page.

#### **4.6 Prohibited Conduct**

Participants must not:

- (a) Make false or misleading representations about the Campaign, Emerge & See, or the use of funds;
- (b) Use PIE4PTSD branding or Emerge & See's name or logo without prior written approval; or
- (c) Conduct fundraising activities inconsistent with Emerge & See's mission or charitable objects.

### **5. Pie in the Face Activity**

#### **5.1 Safety Requirements**

The pieing activity must be conducted safely. Only whipped cream or shaving cream applied to a paper or foam plate is permitted. Food items, foreign substances, or materials containing known allergens are not permitted.

#### **5.2 Consent**

The person receiving the pie must provide explicit, informed, and freely given consent prior to the activity. Refer to Part A, Section 8 for the full consent requirements. Non-consensual acts are strictly prohibited and may constitute a criminal or civil offence.



### **5.3 Children**

Children under 18 years of age may be involved in the pieing activity only in accordance with Part A, clause 9. The registered adult participant is responsible for ensuring the child's involvement is safe, supervised, and consented to by the child's parent or guardian.

### **5.4 Recording and Sharing**

Participants are encouraged to record and share content on social media, tagging @emergeandseeswandact and using #PIE4PTSD #SmashTheStigma #PieOfOrigin. All content must be appropriate, respectful, and compliant with the content guidelines of the relevant platform. Content featuring children must not be shared publicly without the express consent of the child's parent or guardian.

### **5.5 Assumption of Risk**

The pieing activity is conducted entirely at the participant's own risk. Emerge & See is not liable for injuries, damages, or losses arising from the activity, except to the extent caused by Emerge & See's own negligence.

## **6. PIE4PTSD Recognition Program**

### **6.1 Connect with Coffee Van**

Workplaces or partners that raise or donate \$2,000 or more during the Campaign Period are eligible for a visit from the Connect with Coffee Van, subject to availability and scheduling. Eligibility requires that the fundraising milestone be reached and verified by 13 June 2026 to allow scheduling within the Campaign Period.

### **6.2 Leaderboards**

Individual and workplace fundraising progress will be displayed on the PIE4PTSD leaderboard on the campaign website. By registering, participants consent to their fundraising totals being publicly displayed. Participants who do not wish to appear on the leaderboard must notify Emerge & See in writing at [info@emergeandsee.org.au](mailto:info@emergeandsee.org.au) at the time of registration.



### **6.3 Corporate and Branded Pies**

Corporate-branded pie packages (\$100 per pie) are available as a sponsorship option. Proceeds from corporate-branded pies contribute toward Emerge & See's charitable programs. Contact [info@emergeandsee.org.au](mailto:info@emergeandsee.org.au) for details.

### **6.4 Prize Draw — PIE4PTSD 2026 State of Origin Prize**

Emerge & See is conducting a prize draw in connection with the PIE4PTSD 2026 Campaign. The following summary applies; the full PIE4PTSD 2026 State of Origin Prize Draw Terms and Conditions ("Prize T&Cs") govern in the event of any inconsistency and are available at [INSERT PRIZE T&Cs URL].

#### **(a) Prize**

One (1) prize valued at approximately \$2,700 AUD, comprising 2 x VIP Hospitality Tickets to State of Origin Game III at Suncorp Stadium, Brisbane (Lefty's Venue Takeover experience) and 1 x \$500 Webjet Gift Card.

#### **(b) Entry Eligibility**

To be eligible to enter the prize draw, participants must, during the Entry Period (12:00am AEST Wednesday 27 May 2026 to 11:59pm AEST Thursday 2 July 2026):

- Register for the Campaign and raise \$500 or more in verified donations by 11:59pm AEST on Thursday 2 July 2026; or
- Make a direct donation of \$100 or more to the Campaign during the Entry Period.

Each qualifying fundraising total and each qualifying individual donation transaction constitutes one (1) entry. Multiple entries are permitted where each independently satisfies the eligibility criteria. Note: the \$300 suggested individual fundraising target in Clause 4.2 is aspirational only and does not confer prize draw eligibility; the prize draw threshold for registered fundraisers is \$500 in verified donations.

#### **(c) Ineligible Persons**

The following persons are not eligible to enter or win the prize draw:



- Employees, officers, directors, or contractors of Emerge & See or any associated organisation involved in administering this promotion;
- Volunteers of Emerge & See, regardless of their role or level of involvement in the Campaign; and
- Immediate family members of any of the above.

#### **(d) Draw Details**

The winner will be selected by random computerised draw conducted via the RaffleTix platform, or such other approved electronic draw platform as Emerge & See may determine. The draw will take place on **Friday 3 July 2026 at 9:00am AEST** at 48 Russell Street, Oatley NSW 2223, in the presence of Alana Singleton, CEO, Director.

#### **(e) General Prize Conditions**

- Prizes are not transferable and cannot be redeemed for cash or any other alternative;
- Emerge & See reserves the right to substitute a prize of comparable value if the original prize becomes unavailable due to circumstances outside its control;
- Emerge & See's decisions regarding prize eligibility and allocation are final;
- Any prize with a value of \$100 or more may have tax implications for the recipient. Participants should seek independent tax advice; and
- The full Prize T&Cs, including ticket conditions, Webjet Gift Card conditions, winner notification, and liability provisions, are available at [INSERT PRIZE T&Cs URL] and are incorporated by reference into these Terms.

## **7. Participant Packs**

### **7.1 Individual Packs**

Individual packs include: one A3 handheld poster/face cover, one pie plate, one social media communications guide, and one participant guide. Participants must separately source whipped cream or shaving cream.



## **7.2 Workplace Packs**

Workplace packs include: one A3 event poster, four A3 promotional posters, one pie plate, one social media communications guide, one participant guide, and one PIE DAY hosting kit.

## **7.3 Distribution**

Packs will be dispatched upon registration confirmation and verification that a fundraising page has been established. Emerge & See is not responsible for delays or losses in delivery attributable to postal or courier services.

## **8. Corporate and Business Partnerships**

### **8.1 Sponsorship and In-Kind Support**

Businesses may support the Campaign through:

- In-kind donations (for example, supplying pies for events);
- Corporate-branded pie packages (\$100 per pie);
- Hosting a Workplace PIE DAY; or
- Campaign sponsorships.

Contact [info@emergeandsee.org.au](mailto:info@emergeandsee.org.au) for custom partnership packages.

### **8.2 Co-Branded Materials**

All co-branded or co-promotional materials must be approved by Emerge & See in writing prior to publication or distribution.

## **9. Social Media and Promotion**

### **9.1 Content Guidelines**

All promotional content must be positive, respectful, and consistent with Emerge & See's mission to reduce mental health stigma. Content that is offensive, discriminatory, threatening, or otherwise inappropriate is prohibited and may result in removal from the Campaign.



## 9.2 Tagging Requirements

Participants must tag @emergeandsee and use #PIE4PTSD #SmashTheStigma #PieOfOrigin in all campaign-related social media posts.

## 9.3 Content Featuring Children

Content featuring children must not be posted publicly without the express prior consent of the child's parent or legal guardian. Participants are responsible for obtaining and retaining evidence of this consent before publishing any such content.

## 9.4 Third-Party Platform Compliance

All content must comply with the community standards and terms of service of the relevant social media platform. Emerge & See is not responsible for content removed or restricted by third-party platforms.

## 10. Workplace PIE DAYS

Workplaces may host their own PIE DAY events at any time during the Campaign Period using an official Workplace PIE DAY pack. Workplace PIE DAYS must be conducted in accordance with the safety and consent requirements set out in Section 5 and Part A of this document.

Where children are present at a Workplace PIE DAY, the requirements of Part A, clause 9 apply.

## 11. Privacy and Personal Information

Emerge & See collects participant names, contact details, and fundraising data for the purposes of campaign administration, communications, and reporting.

This information will be handled in accordance with:

- The Privacy Act 1988 (Cth);
- The Australian Privacy Principles (APPs); and
- Emerge & See's Privacy Policy (available at [emergeandsee.org.au](https://emergeandsee.org.au)).

Emerge & See will not use or disclose personal information for any purpose other than the administration of PIE4PTSD and its charitable programs without your consent, except where required by law.



**Third-Party Data Processors:** By registering and participating in the Campaign, you acknowledge that your personal information may be disclosed to the following third-party platforms for the purposes of administering the Campaign:

- **Funraisin** (fundraising platform, accessible at <https://fundraise.emergeandsee.org.au>) — for the collection and management of fundraising pages, donor data, and campaign participation records; and
- **RaffleTix** (or such other approved electronic draw platform as Emerge & See may determine) — for the administration and conduct of the PIE4PTSD 2026 State of Origin Prize Draw.

Participants should review the privacy policies of these platforms directly, as Emerge & See is not responsible for the data handling practices of third-party service providers. Where these platforms process personal information outside Australia, Emerge & See will take reasonable steps to ensure that information receives a level of protection comparable to the Australian Privacy Principles, consistent with APP 8.

**Media Consent:** By completing your registration, you consent to Emerge & See using your name and photographs, videos, or other media content captured during the Campaign for promotional and fundraising purposes, unless you opt out in writing to [info@emergeandsee.org.au](mailto:info@emergeandsee.org.au) prior to participation.

You may access, correct, or request deletion of your personal information by contacting [info@emergeandsee.org.au](mailto:info@emergeandsee.org.au).

## 12. Refunds and Cancellations

### 12.1 Donations

All donations made through the official fundraising platform are non-refundable, except where required by Australian law (including where a donation was made as a result of fraud, error, or a failure of consideration).



## **12.2 Campaign Modification or Cancellation**

Emerge & See reserves the right to modify, postpone, or cancel the Campaign in response to unforeseen circumstances, including public health restrictions, emergency declarations, or events beyond EmERGE & See's reasonable control. In the event of cancellation, participants will be notified and all funds raised will be directed to EmERGE & See's mental health programs consistent with its charitable objects and ACNC obligations.

## **13. Liability and Indemnity**

### **13.1 Assumption of Risk**

Participants acknowledge that fundraising and pieing activities carry inherent risks. Participation is at the participant's own risk.

### **13.2 Indemnity**

Participants agree to indemnify EmERGE & See against any claims, damages, losses, or costs (including reasonable legal costs) arising from their participation, breach of these Terms, or breach of applicable laws, except where such claims arise from EmERGE & See's own negligence.

### **13.3 Australian Consumer Law Savings**

Nothing in these Terms excludes any guarantee, right, or remedy that cannot be excluded under the Australian Consumer Law or any other applicable legislation.

## **14. Dispute Resolution**

Any dispute arising from or in connection with participation in PIE4PTSD will be addressed through:

- (a) Good faith written negotiation between the parties within 14 days of a written notice of dispute being issued; and
- (b) If unresolved, mediation in New South Wales in accordance with Australian law.

This clause does not limit any rights you have under Australian consumer protection legislation.



## **15. Amendments**

Emerge & See reserves the right to amend these Terms at any time. Updated terms will be published at [emergeandsee.org.au](http://emergeandsee.org.au). Participants will be notified of material changes by email. Continued participation in the Campaign following notification of an amendment constitutes acceptance of the revised Terms.

## **16. Contact Information**

Emerge & See Ltd.

ABN: 29 647 964 305

Website: [emergeandsee.org.au](http://emergeandsee.org.au)

Email: [info@emergeandsee.org.au](mailto:info@emergeandsee.org.au)

*By participating in PIE4PTSD, you are contributing to vital mental health support for emergency service workers and their families. Thank you for your generosity and courage.*