

# Terms & conditions

## CONDITIONS OF ENTRY –Glow Ride 2018

Please read the following conditions of entry carefully before completing your registration for the Glow ride event.

These conditions of entry are designed to enable the Glow Ride to run smoothly and safely. By registering to participate in the Glow Ride Event, you (the 'Rider') accept, agree to and are bound by these conditions of entry.

### Entry requirements

- All Riders must accept these Conditions of Entry.
- If the Rider is under the age of 18 on the day of the BCBR Event, a Parent or Guardian of the Rider must accept the conditions of entry on behalf of the Rider and an adult must accompany them for the entire event.
- Pedal Power ACT may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.
- Riders must comply with road rules and use common sense
- During the Glow Ride Event, riders must comply with all traffic and road laws, all directions issued by Police and all instructions given by Pedal Power ACT or any employees or officials representing Pedal Power ACT at the Glow Ride Event. Failure to do so may result in removal from the Glow Ride Event.
- The Rider must wear an undamaged Australian Standard approved cycling helmet at all times during Glow Ride while riding a bicycle.
- The Rider must have a visible, functioning White front light and rear red light to participate in the event.
- The Rider when in Glow Ride must ride and otherwise behave in a safe and responsible manner and use common sense at all times.
- The Rider when in Glow Ride must exercise caution on all public pathways and other thoroughfares and ride defensively and courteously.

### Modes of transport in Glow Ride Event

- Riders are to ride human-powered cycles that are legally permitted on ACT roads. That includes two-wheelers, recumbents, tandems, tricycles, unicycles, kick bikes, three wheeled racing wheelchairs (for riders with disabilities), bike trailers etc. You may ride electric power-assisted pedal-cycles (pedalecs) that are legally classified as pedal-cycles on ACT roads.

### Preparation, training, health and safety

- The Rider is responsible for ensuring that he/she is adequately and appropriately prepared, both physically and mentally, for the Glow Ride Event. If the Rider has any health issues or doubts prior to the Glow Ride Event, he/she should immediately seek appropriate medical advice.
- If the Rider becomes ill or injured during the Glow Ride Event, Pedal Power ACT will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider's expense. (Pedal Power ACT recommends that Riders hold current ambulance service membership and/or health insurance to cover such costs. A valid Pedal Power ACT membership includes public liability and personal accident insurance.)
- It is the Riders responsibility to ensure their bike is in good working condition prior to taking part in the Glow Ride Event.

### Closing dates for entries

- Online entries close on the date given in Glow Ride website.
- On-day entries are accepted at the start of Glow Ride as given in Glow Ride website.

### Transfer entry or cancel entry

- A Rider may transfer their entry to another person provided Pedal Power ACT is advised at least one week before the event date and the other person completes an entry form and submits it to Pedal Power ACT and pays an administration fee.
- Full refunds on a cancellation are considered on a case by case basis. General refund rules are:

-If cancelled by 21 Sept 10% Admin fee Charged

-If cancelled by 28 Sept 50% Admin fee Charged

-If cancelled after 28 Sept – No refunds.

### Communications

- Communications in relation to Glow Ride will principally be via email. Riders should therefore provide a valid email address. If a Rider does not have access to an email address, the Rider should make every effort to read the Glow Ride webpage which will be updated as necessary until the date of the Glow Ride Event.
- It is the Rider's responsibility to read all information that is made available on the Glow Ride webpage, in emails, newsletters and all other literature concerning the Glow Ride Event.

### Variations to the Glow Ride Event

Pedal Power ACT reserves the right, in its absolute discretion, to:

- change or vary the route of any of the Glow Ride without notice (such change or variation is only likely to occur when fire, flood, road damage or other causes hinder access to the proposed route);
- cancel, postpone, reschedule or change the time or place for the Glow Ride Event or any of the Glow Ride Event rides for any reason and at any time prior to the commencement of the Glow Ride Event ride; and
- Pedal Power ACT is not responsible for or liable to the Rider for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise and howsoever or wheresoever incurred by the Rider resulting from any such action taken by Pedal Power ACT.

### Privacy and photography

- Pedal Power ACT collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy Statement available on the Pedal Power ACTweb site. All such information remains the property of Pedal Power ACT.

Riders consents to their details being shared with the following:

- The Rider acknowledges and agrees that he/she may be photographed or filmed during the Glow Ride Event and consents to Pedal Power ACT using the Rider's picture and likeness contained in any photographs or film for publicising the Glow Ride Event and for promoting any future ride or event to be staged by Pedal Power ACT or for other purposes by Pedal Power ACT.

#### Limited liability

- The Glow Ride Event is an outdoor event and will proceed notwithstanding the weather conditions on the day of the Glow Ride Event. Pedal Power ACT is not liable to any Rider for any loss, damage, cost or expense of any kind including, but not limited to, refund of entry fees, in the event of poor weather before or during the Glow Ride Event.
- Pedal Power ACT reserves the right, in its absolute discretion, to refuse to allow a rider to participate in the Glow Ride Event or to remove a rider from the Glow Ride Event for breach of these conditions of entry or if it otherwise determines it appropriate to do so.
- Pedal Power ACT is not liable to any rider for any loss, damage, cost or expense of any kind, including but not limited to, the refund of the entry fee, including when the rider is denied access to or is removed from the Glow Ride Event for any reason.

#### Event organiser

- 'Pedal Power ACT' means Pedal Power ACT Incorporated ABN 98 440 716 821 and includes where appropriate Pedal Power ACT employees, agents, contractors, officials and volunteers.

#### Acknowledgement and acceptance of conditions of entry

- The Rider acknowledges and agrees that participation in the Glow Ride Event is inherently hazardous and that she/he participates in the Glow Ride at her/his own risk.

#### The Rider accepts the following Terms and Conditions of Entry:

- I accept these terms and conditions of entry and have read in full the conditions of entry and insurance guidance.
- I understand that cycling can be a hazardous activity, particularly in traffic or among pedestrians.
- I accept that when riding I am at risk and may suffer or cause injury or property loss or damage. I will take care to avoid injury or damage to others and myself.
- I confirm that I and any children in my care have sufficient competence and experience to participate safely in the Glow Ride Event.
- I accept that Pedal Power limits its liability.

It is a condition of participating in Glow Ride that I waive, to the extent permitted by law, any claim, right or cause of action which:

- I personally; and each child in my care; and my heirs, executors and administrators and those of each child in my care may have in contract and civil wrongs law, arising from any personal injury, damage or loss arising out of the ride.
- I accept that this release from liability operates in contract law in favour of Pedal Power ACT Incorporated, and all officers, members, volunteers and employees of Pedal Power ACT and all sponsors of the ride or event and operates whether the damage is due to any act or neglect of any of them.
- I understand that I should have my own personal liability insurance and accident cover and that current financial members of Pedal Power ACT are covered by Pedal Power's third party legal liability and personal accident insurance policy as outlined in the insurance guidance.

- If a Rider is under 18 years old, an adult must accompany them throughout the ride, unless otherwise agreed in writing by Pedal Power ACT.
- If an entrant is under 18 years old, a parent or guardian must accept the conditions of entry by clicking 'I accept the terms and conditions of entry' and paying with their credit card.

## **Event rules**

In conjunction with the conditions of entry for Glow Ride Event, the following rules and information are provided and enforced to ensure the event runs smoothly and the experience for every participant is positive.

The event rules for the Glow Ride 2018 Event are:

- Every Bike participating in the event must have a visible, functioning front (White) and Rear (red) light to participate. Bikes without the proper bikes will not be allowed to participate.
- Every individual must register (including the second rider on a tandem and infants in trailers and on bike seats on their parent's bikes).
- Every individual must have a helmet that meets Australian standards, and be able to show the certified product sticker on their helmet if asked.
- It is the rider's responsibility to be self-sufficient when participating in the Glow Ride Event. A rider is expected to be capable of performing a basic repair and having sufficient water and nutrition to complete the ride. As a form of additional support – water and nutrition will be available at checkpoints by event organisers.
- This is a supported event. The support offered on the day will be:
  - Water and nutrition at checkpoints
  - First aid on stand-by
  - Emergency telephone number to event organisers (provided in rider pack)
  - Courses signed to provide direction
  - Toilets will be available at the Event Hub.
  - A rider is allowed to wear what they feel most comfortable in to participate in their chosen distance, provided they have a helmet that meets Australian standards and have front and rear functioning visible lights on their bikes.
  - Self-awareness is strongly encouraged while participating in the Glow Ride Event. Things to be aware of in particular when cycling include:
    - Taking care and slowing down when descending
    - Listening to warnings from Road Marshals
    - Keeping left while cycling, and passing other competitors on their right when safe to do so
    - Communicating with other cyclists
  - A rider can transfer their registration to another participant
  - Full refunds on a cancellation are considered on a case by case basis.
  - Rider packs are to be collected at the event hub prior to the start of the event on October 6, 2018 at 4:30-6:30pm. Other details will be confirmed at a later date to registrants.

## CONDITIONS OF ENTRY

The Rider acknowledges and agrees that participation in the Glow Ride carries risk and that she/he participates in the Event at her/his own risk.

I accept these conditions of entry and have read in full the conditions of entry, the guidelines and insurance guidance.

I understand that cycling can be a hazardous activity, particularly in traffic or among pedestrians.

I accept that when riding I am at risk and may suffer or cause injury or property loss or damage. I will take care to avoid injury or damage to others and myself.

I confirm that I and any children in my care have sufficient competence and experience to participate safely in the Glow Ride Event.

I accept that the Glow Ride limits its liability.

It is a condition of participating in the Glow Ride that I waive, to the extent permitted by law, any claim, right or cause of action which I personally and each child in my care and my heirs, executors and administrators and those of each child in my care may have in contract and civil wrongs law, arising from any personal injury, damage or loss arising out of the ride.

I accept that this release from liability operates in contract law in favour of Pedal Power ACT Incorporated and all officers, members, volunteers and employees of the Glow Ride and all sponsors of the ride or event and operates whether the damage is due to any act or neglect of any of them.

I understand that all registered riders are covered for accident and third party insurance.

I understand that if a Rider is under 18 years old, an adult must accompany them throughout the ride and if an entrant is under 18 years old, a parent or guardian must accept the conditions of entry by signing these Conditions of Entry (below).

I accept that if I am acting as the guardian for a child rider, I consent to the child participating in the Ride and agree to take full and sole responsibility for the child's safety and participation in the Ride.

**Participant's Signature** or parent's/guardian/s if under 18 years of age:

X \_\_\_\_\_