

Event Terms + Conditions

Please read the following Terms and Conditions of Registration and Event Rules carefully before completing your registration for the event. These Terms and Conditions and Event Rules apply to all Participants (as a Rider or otherwise) in the event, and in the case of a Participant under the age of 18, the parent or legal guardian of the Participant.

EVENT ORGANISER

1. 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, referred to as the Event Organiser hereinafter.

CONDITIONS OF ENTRY

2. The Terms and Conditions of entry to the event are to enable the event to run smoothly and safely. By applying to participate in the event, the Rider agrees to and is bound by these Terms and Conditions of entry.

- a) All Participants (including the second rider on a tandem) must register and accept the Conditions of Entry.
- b) Participants may only enter the event by agreeing to the terms of the limited release from liability and indemnity below.
- c) Event Organiser may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration to the event.
- d) Event Organiser reserves the right to refuse to allow the Rider to participate in the event or to remove the Rider from the event for breach of these terms and conditions or for any other reason that it considers appropriate in its absolute discretion.

e) The Pedal Power Privacy Policy <https://www.pedalpower.org.au/Privacy/> applies to the event and Participants and is deemed to apply to others in the Participant's care.

f) **Your agreement** – by clicking on the 'AGREE' button at the end of these terms and conditions and rules, you signify that I agree to the terms and conditions for entry and rules for the event/activity/program. If you are applying for entry on behalf of one or more people in your care, by clicking on the 'AGREE' button you signify that I agree to these terms and conditions and rules on behalf of each person in your care.

RULES OF EVENT

3. If the Rider is under the age of 18 on the day of the event, a Parent or Guardian of the Rider must accept the conditions of entry on behalf of the Rider.
4. For the long courses (over 35km) the Rider must be 12 years or older on the day of the event to participate in the event.
5. For the Fitz's Challenge all Participants must be over 12 years of age on the day of the event to participate in the event.
6. For short courses (under 35km) child carrier and bicycle trailers are permitted. Participants sharing a bicycle such as a tandem must register individually.
7. Teams participating can wear team names, logos etc. that in Pedal Power's judgement are not offensive, defamatory or otherwise objectionable or inappropriate or that infringe any third-party rights (including intellectual property rights).
8. Private support vehicles are not permitted on any event course.
9. Participants must comply with the traffic and road rules, all directions by police and instructions given by Pedal Power officials, Pedal Power employees, ambulance personnel and volunteers. Failure to do so may result in removal from the event.
10. Pedal Power at its sole discretion may retire any Participant who fails to complete the event course or any part of the event course within the anticipated time schedule of the event.
11. Participants must exercise caution on all public roads and other thoroughfares and ride defensively and courteously.

12. Participants must always behave in a safe and responsible manner and use common sense.

13. Participants are responsible for ensuring that they are adequately and appropriately prepared, both physically and mentally, for the event. If the Rider has any health issues or doubts prior to the event, they should immediately seek appropriate medical advice, before commencing the event.

14. The Event Organiser 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 action taken by Event Organiser.

15. Communications in relation to event will principally be via email. The Rider will be asked to provide a valid email address during the registration process. If the Rider does not have access to an email address, the Rider must view the event website which will be updated as necessary until the date of event.

16. The Rider must read the event website regularly before the event.

EQUIPMENT

17. Each Rider must wear a bicycle helmet, compliant with Australian Standard AS/NZS 2063:2008, securely fitted and fastened and in good repair and proper working order and condition.

18. Each participant must be appropriately dressed for the event's anticipated weather conditions, carry adequate water and some form of identification and an emergency phone number. Riders should carry at least one spare tube, a pump and tyre levers.

19. Participants are to ride human-powered cycles that are legally permitted on ACT roads. That includes two-wheelers, recumbents, tandems, tricycles, unicycles, kick bikes, and three-wheeled racing. You may ride electric power-assisted pedal-cycles (pedalecs – commonly referred to as e-bikes) that are legally classified as pedal-cycles on ACT roads.

20. It is the Rider's responsibility to ensure their cycle is in good working condition prior to taking part in the event.

HEALTH AND SAFETY

21. Participants agree to adhere to Pedal Power's published guidelines on safety. <https://www.pedalpower.org.au/safety/>

22. Each participant must make themselves aware of and comply with any health alerts and ACT Government health restrictions or requirements, particularly relating to social distancing and personal hygiene.

23. If the Rider becomes ill or injured during the event, the Event Organiser will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider's expense. (The Event Organiser recommends Participants 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.)

24. In the event of a medical emergency, Pedal Power may disclose information about a ride Participant's health condition or disability to assist an attending health professional in treating the participant.

25. Participants acknowledge it is highly desirable they have public liability and personal accident insurance cover when participating in an event. A current Pedal Power ACT membership includes public liability and personal accident insurance.

CLOSING DATE FOR ENTRIES

26. Online entries close on the date specified on event website.

27. On-day entries may be accepted prior to the start of event as specified on event's website.

VARIATIONS TO THE EVENT

28. Event Organiser reserves the right to.

a) Change or vary the route of any of the event rides 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, or extreme heat is likely to adversely affect riders).

b) Cancel, postpone, reschedule or change the time or place for the event or any of its rides for any reason and at any time prior to the commencement of the event.

CHANGE RIDE DISTANCE

29. The Rider may change the ride distance they have registered for after registering, by advising Event Organiser and paying the difference in the entry fees

between the original ride registered for and for the new ride plus an administration fee.

CANCELLATION OF ENTRY/REFUND POLICY

30. The refund rules for a Rider cancelling their entry are on the event website.

31. If the event is cancelled or postponed the Event Organiser will provide you with a refund or credit voucher to be used for a future event as set out on the event website.

PHOTOGRAPHY AND FILMED IMAGES

32. You should be aware that, as a condition of entry, Participants consent to Pedal Power's use of their image in promotional material.

PRIVACY

33. The Event Organiser collects, uses, discloses and otherwise handles Participants' personal information in accordance with the terms of Pedal Power's Privacy Policy <https://www.pedalpower.org.au/Privacy/>. All such information remains the property of Pedal Power ACT.

LIMITED LIABILITY

34. The event may proceed notwithstanding poor weather conditions on the day.

35. Cycling can be dangerous, particularly in traffic or when pedestrians are present. Each Participant accepts that they are at risk and may suffer or cause harm or disadvantage to themselves or others while cycling. These harms or disadvantages include any or all of injury, disease, death or property loss or damage. They must take care to avoid harm or disadvantage to themselves and others.

36. Each Rider, whether entering on their own behalf or on behalf of persons in their care, confirms that they and any persons in their care have sufficient competence and experience to participate safely in the event.

37. It is a condition of participating that each adult Participant waive, to the extent permitted by law, any claims, right or cause of action that they, personally, and each person in their care, and the heirs, executors and administrators of the adult participant and each person in their care, may have in contract and civil wrongs law for any harm or disadvantage arising from the event, activity or program.

38. This release from liability operates in favour of these beneficiaries of the release: Pedal Power and all officers, members, volunteers and employees of Pedal Power and all sponsors of the event. To the extent permitted by law, this release operates whether or not the harm or disadvantage is due to any act or omission of any of the beneficiaries of the release.

39. These terms and conditions are governed by and are to be construed the law of the ACT.

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF ENTRY

40. **I agree** to the terms and conditions and rules of event. If I am applying for entry on behalf of one or more people in my care, by clicking on the 'AGREE' button. I also signify that I agree to these terms and conditions and rules on behalf of each person in my care specified in my application for entry.