

Cadel Evans Great Ocean Road Race - 2018

People's Ride Terms and Conditions



THIS IS AN IMPORTANT DOCUMENT. YOU MUST READ IT CAREFULLY BEFORE YOU ACCEPT THE TERMS AND CONDITIONS THAT IT CONTAINS. UPON COMPLETING THIS REGISTRATION PORTAL, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

- 1 The 2018 Cadel Evans Great Ocean Road Race (**CEGORR**) is owned by Visit Victoria Limited (**VV**) and is organised, administered and managed by Sport Projects (**SP**). For the purposes of this document, VV and SP are referred to collectively as the **Event Organiser**.
- 2 CEGORR comprises of five cycle events: the Elite Men's Road Race, the Elite Women's Road Race, Race Melbourne, a Family Ride and a mass participation ride (the **People's Ride**). The terms and conditions outlined in this document apply to participants in the People's Ride (the **Riders**).

Registration

- 3 Riders must be over the age of 14 on Saturday 27 January 2018 in order to register.
- 4 A Rider under the age of 18 on Saturday 27 January 2018 (an **Under Age Rider**) must have the consent of their parent/guardian to participate in the People's Ride.
- 5 If the Rider is under the age of 16 on Saturday 27 January 2018 (a **Child Rider**), the Rider must be accompanied by parent/guardian on the day of the People's Ride. The Rider must nominate the accompanying parent/guardian at the time of registration. For the avoidance of doubt, each reference in these terms and conditions to an Under Age Rider applies equally to a Child Rider.
- 6 The Event Organiser reserves the right, in its absolute discretion, to accept or decline an application for Registration.
- 7 Registration places for the People's Ride are limited in number and close on Monday 15 January 2018 at 5:00pm Australian Eastern Daylight Savings Time (**AEDST**) unless sold out prior.
- 8 Registrations will not be accepted after the closing date and will not be accepted on the day of the event, unless the Event Organiser determines otherwise, in its absolute discretion.
- 9 The Rider must provide their contact details and the contact details (including a valid Australian telephone number) for an emergency contact (e.g., next of kin) so that the Event Organiser can contact that person if the Rider is involved in an emergency situation.
- 10 At the time of registration, the Rider must select either the Full Distance, Middle Distance or the Short Distance course.
- 11 Riders cannot upgrade their registration from the Short or Middle Distance to the Full Distance, or from the Middle Distance to the Full Distance. Riders that have registered for the Full Distance course can select the Short or Middle Distance course on the day of the People's Ride by following the appropriate signposting.
- 12 Each Rider sharing a bicycle, such as a tandem, must register individually.
- 13 Only human powered bicycles are permitted to enter the People's Ride. Motorcycles, scooters and motorised and power-assisted bicycles/vehicles are not permitted.

- 14 Full payment is required to confirm Rider registration.
- 15 All prices are quoted in AUD per person and are inclusive of shipping costs and Goods and Services Tax (GST).
- 16 All information provided by the Event Organiser, including these terms and conditions, may be subject to change at any time in the absolute discretion of the Event Organiser.

Communications

- 17 All People's Ride communication prior to the event will be made via email and post. The Rider must provide a valid postal address and a valid email address at the time of registration. The Rider must notify the Event Organiser of any change to their contact details by sending an email to peoplesrideinfo@cadelevansgreateoceanroadrace.com.au.
- 18 The Rider must review the contents of the CEGORR website (www.cadelevansgreateoceanroadrace.com.au) before submitting an application for registration and immediately before participating in the event.

Rider Packs

- 19 Each Rider Pack will contain an Official People's Ride jersey, Rider number, Official People's Ride drink bottle (to be collected at event) and event information. The Event Organiser reserves the right to vary the contents of the Rider Packs at any time.
- 20 Subject to availability of Rider Packs, Riders that have applied for registration and had their registration accepted by the Event Organiser by Monday 15 January 2018 at 5:00pm AEDST will be eligible to receive a Rider Pack from the Event Organiser. All Riders who enter the People's Ride prior to midnight AEDST on Sunday 7 January 2018 will receive their pack via mail. All Riders who enter the People's Ride between Monday 8 January 2018 and 5.00pm AEDST on Monday 15 January 2018 will need to collect their Rider Pack at a location nominated by the Event Organiser, or unless otherwise advised via the CEGORR website. If a Rider chooses to collect a Rider Pack from the nominated location, the Rider will not be entitled to a refund of any monies relating to shipping costs included in the price of the People's Ride.
- 21 Riders must make every effort to ensure that their jersey size is correctly notified to the Event Organiser. Jersey size changes may be accommodated, subject to availability and an administration and shipping fee. Further information on the process for jersey size changes will be supplied with the Rider Pack.
- 22 Riders must participate in the event wearing the Official People's Ride jersey, which acts as a mechanism for the identification of those who have officially entered the event. Riders must be wearing the Official People's Ride jersey in order to enter the course, cross under the official finish arch and receive the services of the event.

People's Ride Health and Safety

- 23 The Rider must participate in the event in a safe and responsible manner, using common sense at all times, and obeying Victorian road rules.
- 24 The Rider must exercise caution on all public roads and other thoroughfares and ride defensively and courteously towards other road users.
- 25 Riders must use a roadworthy bicycle and helmet (Australian Standard) which complies with standard Victorian road rules and regulations and is in good working condition.

- 26 Riders are responsible for ensuring they are capable of riding the distance of the selected course. It is the responsibility of the Rider to ensure they are medically and physically fit and able to participate in the event and that they have undertaken adequate training and preparation.
- 27 The Event Organiser will be providing some sports nutrition and water at Aid Stations around the course, however Riders are responsible for ensuring they bring adequate food and drink to meet their entire individual ride nutritional requirements.
- 28 Riders must disclose their anticipated average riding speed and any pre-existing medical or other condition that may impact on their participation in the event or that the Event Organiser should be aware of. The Rider consents to any such information being collected by or on behalf of the Event Organiser and being disclosed to the medical team and used for the purposes of the People's Ride. In the case of an Under Age Rider, the parent/guardian consenting to the Rider's registration provides this consent for and on behalf of the Under Age Rider.
- 29 The Event Organiser reserves the right to ask a Rider to cease participation or to take an altered course if the Rider is unable to make sufficient progress in the event to allow the Rider to complete the event in line with timelines set by the Event Organiser or marshals.
- 30 The People's Ride is staged on open roads and Riders must adhere to normal road rules at all times. Failure to do so is at the risk of the Rider and may result in the Rider being removed from the event.
- 31 If a Rider is still cycling on the route when the participants in the Elite Women's Race approach, the Rider must move off the road until all Elite Women's Race riders and event vehicles have safely passed.
- 32 Rider support vehicles are not permitted on the People's Ride. The Event Organiser will provide support vehicles including SAG wagons (subject to conditions communicated to Riders in their Rider Pack and included on the CEGORR website immediately before the People's Ride), medical support and mechanical support.
- 33 If during the People's Ride a Rider becomes ill or is injured, the Event Organiser will endeavour to arrange medical transport (usually in an ambulance). Any medical transport will be at the Rider's own expense.
- 34 The Event Organiser reserves the right to remove any persons from the event where it considers it necessary to do so for health and safety or any other reason.
- 35 The Event Organiser reserves the right to alter, cancel or amend the course due to an emergency, inclement weather, extreme heat or any other operational needs prevailing at the time. These decisions are always made in the interests of health and safety. It may be necessary to alter or amend event itineraries and other arrangements from those published.
- 36 If the People's Ride is cancelled, the cancellation process will be undertaken in accordance with the Event's Emergency Management Plan and in accordance with any advice or directions from the Event Organiser and Emergency Services personnel.

Cancellation, Transfer and Refunds

- 37 All cancellations received on or prior to Friday 22 December 2017 at 5:00pm AEDST will be entitled to a 75 per cent refund of monies paid, and will not be entitled to receive the Rider Pack.
- 38 All cancellations received after Friday 22 December 2017 at 5:00pm AEDST will not be entitled to any refund whatsoever.
- 39 If the People's Ride is cancelled by the Event Organiser on or prior to Friday 19 January 2018 at 5:00pm AEDST all participants will be entitled to a full refund, less administration fee, and will be entitled to receive the Official People's Ride jersey, if such jersey has been manufactured.

- 40 Other than in accordance with paragraphs 37 and 39, and subject to paragraph 42, the Rider will not be entitled to any refund whatsoever, unless otherwise determined by the Event Organiser in its absolute discretion. In particular, the Rider will not be entitled to a refund if the People's Ride is cancelled due to extreme weather conditions.
- 41 Notwithstanding paragraph 40, in the case of Force Majeure, the Event Organiser may, at its absolute discretion, offer a partial or full refund to the Rider. For the purposes of this paragraph 41, **Force Majeure** means a circumstance, event or cause beyond the reasonable power and control of the Event Organiser, including (to the extent it is beyond the reasonable power and control of that party) acts of God, storm, tempest, fire, act of public enemies, civil commotion, strikes, lockouts, stoppages, restraint of labour or other similar acts, power or water shortage, or acts or omissions of any government or governmental authority.
- 42 The Rider acknowledges that their registration is not transferable to other people under any circumstances. Any attempt to transfer the Rider's registration or to allow another person to participate under the Rider's name may result in the Rider's registration being cancelled without refund.

Acknowledgement of Liability and Risk

- 43 The Rider acknowledges and agrees that participation in the People's Ride is inherently dangerous and that the Rider participates at their own risk. The risks associated with participating in the event include, but are not limited to, the risk that:
- (a) the Rider may be involved in a collision with people, animals, vehicles and/or other objects;
 - (b) the Rider may lose his/her balance;
 - (c) the Rider may suffer from the effects of heat, cold, wind, rain and other weather conditions;
 - (d) the Rider may suffer from physical exertion;
 - (e) the Rider may become separated from the cycling group during the event; and
 - (f) the Rider may fall from their bicycle,
- and these risks may result in the Rider suffering from harm including, but not limited to physical or mental injury, disability, death, property damage or economic loss. There are other risks to which the Rider may be exposed during the event. It is the Rider's responsibility to ensure that he/she wears appropriate protective clothing and safety equipment, including a helmet in accordance with paragraph 25.
- 44 The Event Organiser strongly recommends that all Riders take out health insurance, ambulance cover and travel insurance (if applicable) to cover their participation in the People's Ride.
- 45 The Event Organiser has arranged limited insurance cover which may apply to the Rider if the Rider has a current membership with Cycling Australia (CA) or if the Rider has paid for non-member insurance at the time of registration. This insurance is intended to complement the Rider's own insurance cover and may provide the Rider with some protection for loss, damage or injury suffered during participation in the event. However, the Rider acknowledges and accepts that insurance taken out by the Event Organiser may not provide full indemnity for loss, damage or injury that may be suffered during participation in the event, and that the Rider may have to pay the excess if a claim is made by the Event Organiser on the Rider's behalf. The Rider agrees that the Rider's insurance arrangements are the Rider's responsibility and that the Rider will arrange any additional coverage at their own expense after taking into account their personal circumstances. For full policy information, the Rider should contact CA by telephone on (03) 9998 6810 or by email to membership@cycling.org.au.

- 46 Nothing in these terms and conditions is intended to exclude, restrict or modify any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law) which cannot lawfully be excluded, restricted or modified.
- 47 The Australian Consumer Law contains guarantees that give consumers certain rights in relation to goods and services that they acquire. These guarantees cannot be excluded, restricted or modified except in certain circumstances. Section 139A of the *Competition and Consumer Act 2010* (Cth) (the **CCA**) permits a term of a contract for the supply to a consumer of recreational services to exclude liability of the supplier for death and personal injury arising from the failure to comply with a guarantee provided by sections 60 to 62 of the CCA. To the extent permitted by section 139A of the CCA, the Rider acknowledges and agrees that the Event Organiser excludes all liability in connection with the supply of recreational services for:
- (a) death;
 - (b) physical or mental injury;
 - (c) the aggravation, acceleration or recurrence of a physical or mental injury;
 - (d) the contraction; aggravation or acceleration of a disease; and
 - (e) 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 in relation to an individual, that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of the Event Organiser to comply with a guarantee in sections 60 to 62 of the Australian Consumer Law.
- This exclusion of liability does not apply where a significant personal injury is caused by the reckless conduct of the Event Organiser in accordance with section 139A of the CCA.
- 48 If the Rider is a parent/guardian of a Child Rider who is participating in the People's Ride, that Rider consents to the Child Rider participating in People's Ride and agrees to take full and sole responsibility for the Child Rider's participation and safety during the People's Ride.
- 49 To the maximum extent permitted by law, the operation of the *Wrongs Act 1958* (Vic) is excluded in relation to all and any rights, obligations and liabilities under this agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of contract, claim in tort (including negligence), in equity, under statute or otherwise at law.
- 50 Without limiting the generality of paragraph 49 the rights, obligations and liabilities of the parties (including those relating to proportionate liability) are as specified in this agreement and not otherwise whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, in tort (including negligence), in equity, under statute or otherwise at law.

Indemnity

- 51 The Rider provides a release and indemnity to each of the Event Organiser and their related entities (including the Government of the State of Victoria (the **State**)), and each of their officials, servants, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Event Organiser, the State and each of their officials, servants, representatives, agents and sponsors (and any of their respective representatives) arising out of any act, matter or thing done, permitted or omitted to be done by the Rider in relation to the People's Ride.

- 52 In the case of an Under Age Rider, the parent/guardian consenting to the Rider's registration provides a release and indemnity in the form set out paragraph 51 for and on behalf of the Under Age Rider. The parent/guardian of the Rider further agrees and undertakes to the Event Organiser for and on behalf of the Under Age Rider that the indemnity set out in paragraph 51 applies with full force and effect to the Under Age Rider and that the Rider and any spouse, de facto spouse, partner or joint guardian will take no steps of any sort on behalf of the Under Age Rider that would result in the indemnity in paragraph 52 being rendered inoperative, of no effect or being declared or ordered by a court as not applying to the Under Age Rider.
- 53 The release and indemnity in paragraphs 51 and 52 (each a **relevant commitment**) is given by the Rider in favour of the Event Organiser and the State. It is acknowledged that:
- (a) the relevant commitment is given by the Rider for the benefit of the Event Organiser and the State and each of them with the intention that they are entitled to rely on and enforce the relevant commitment;
 - (b) the benefit of the relevant commitment is held by the Event Organiser on its own behalf and on behalf of the State; and
 - (c) the Event Organiser may enforce and recover under the relevant commitment for and on behalf of the State.

Privacy

- 54 VV collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy (available at: <http://www.visitvictoria.com/Legal/notices>). VV has nominated CA as its subcontractor to collect information and manage the registration process for the Peoples Ride. All information remains the property of VV.
- 55 If the Rider does not provide their personal information to VV then it may not be possible for the Rider to participate in the People's Ride.
- 56 In order to effect optimal health and safety outcomes relating to the Rider's participation in the event, VV may use and disclose that part of the Rider's personal information which relates to health and medical information ("Medical Information") to SP and appropriate third parties who, in the reasonable opinion of VV, have a need to receive it.
- 57 VV may use and disclose the Rider's personal information (excluding the Rider's Medical Information) for the following purposes:
- (a) in order to conduct the People's Ride event in a safe and effective manner;
 - (b) in order for any sponsors of the People's Ride to benefit from their sponsorship of the People's Ride; and
 - (c) in order to publish the Rider's name on the CEGORR website, or to cause for the Rider's name to be published in any publication that lists the Rider as a participant in the People's Ride.
- 58 Without limiting paragraph 57, VV may disclose the Rider's personal information (excluding the Rider's Medical Information) to:
- a) SP and the Event Control Centre established in connection with CEGORR;
 - b) the naming rights sponsor of the People's Ride;
 - c) official event photographers;
 - d) the merchandiser responsible for production of the Rider Packs;

- e) the mailing team (to arrange for the delivery of the Rider Packs); and
- f) any designated event timing company.

General

- 59 The agreement constituted by the Rider's acceptance of these terms and conditions and acceptance by the Event Organiser of the Rider's application for registration is governed by the laws of the state of Victoria. In relation to it and related non-contractual matters, each party irrevocably submits to the non-exclusive jurisdiction of the courts with jurisdiction there.
- 60 The agreement (and the documents to which it refers, including the CEGORR website) constitutes the entire agreement between the parties in respect of the event and supersedes all other agreements, understandings, representations and negotiations between the parties.
- 61 If any provision of the agreement is illegal, void, invalid or unenforceable for any reason, all other provisions which are self sustaining and capable of separate enforcement will, to the maximum extent permitted by law, be and continue to be valid and enforceable.
- 62 To the maximum extent permitted by law, unless expressly provided in these terms and conditions, all implied terms, conditions, warranties and any other additional obligations are excluded from the agreement. If any legislation implies into these terms and conditions any term, condition, warranty or additional obligation that cannot be lawfully excluded, then that term, condition, warranty or additional obligation will be included in this terms and conditions only to the extent required by the relevant legislation, but each party's liability in respect of any breach of that term, condition, warranty or additional obligation will be limited to the maximum extent (if any) permitted by that legislation.

Acknowledgement

- 63 By accepting these terms and conditions, the Rider acknowledges and agrees as follows:
 - (a) The Rider has carefully read, understood and agrees to be bound by these terms and conditions of registration.
 - (b) All information provided by the Rider to the Event Organiser is true and correct.
 - (c) The Rider agrees to obey the road rules of Victoria during the People's Ride.
 - (d) If the Rider is found to be littering on the course, the Rider will be subject to the standard litter laws of Victoria.
 - (e) The Rider may be photographed or filmed during the CEGORR and consents to the Event Organiser (or its representatives) using the Rider's picture or likeness contained in any photographs or film for publicising the event, for promoting any future ride or event to be staged by the Event Organiser, or for promoting VV or State cycling initiatives.
 - (f) The Rider consents to the Event Organiser collecting and adding the Rider's personal information (excluding Medical Information) to the relevant mailing lists managed by the Event Organiser, and acknowledges that the Event Organiser may use the Rider's personal information to communicate important event information to the Rider.
 - (g) The Rider consents to receiving emails from the Event Organiser or official sponsors or partners of the CEGORR, including emails that promote the Event Organiser, State cycling initiatives, the official sponsors or partners or other events. The Rider may opt-out of receiving such emails at any time by following the instructions on an email.

- (h) The Rider consents to the collection and use of personal information as described in the Privacy section of these terms and conditions of registration.
- (i) In order to be eligible for prizes organised by the Event Organiser in connection with the People's Ride, the Rider consents to the automatic entry of their name and contact details into promotional competitions which may be organised by the Event Organiser, subject to (a) the Event Organiser obtaining the appropriate permits to conduct such competition, (b) the Rider being successfully registered for the People's Ride and (c) the Rider meeting the eligibility requirements set out in any terms and conditions attaching to the conduct of the competition.
- (j) The Rider will not participate in the People's Ride unless the Rider has trained and prepared appropriately for the People's Ride.
- (k) The Rider will ride in a safe and responsible manner at all times.
- (l) The Rider agrees to abide by all traffic laws and any directions given by the police, Event Organiser, marshals or any official event personnel.
- (m) The Rider acknowledges that their application to enter the People's Ride will be accepted upon notification by the Event Organiser.
- (n) The Rider will be bound by, and agrees to comply with, such rules, terms and conditions as may be imposed by the Event Organiser with respect to the conduct and management of the CEGORR. This includes but is not limited to competition and all relevant rules, regulations, policies and codes of conduct, each as amended from time to time. The Rider understands that if the Rider fails to comply with any rules or directions, the Rider will not be permitted to participate or to continue to participate in the People's Ride and no refund will be given.
- (o) The Rider acknowledges that participation in the People's Ride, including undertaking cycling activities on open public roads used by other traffic or otherwise, involves risks and hazards and is therefore inherently dangerous. The risks specifically associated with participation in the People's Ride include but are not limited to physical exertion, risk of falling, risk of colliding with other riders or road users, encountering hidden obstacles or varying terrain, risk of injury from any failure of the bicycle or any of its components or inclement weather conditions. The Rider acknowledges that incidents may occur resulting in personal injury, property damage, and/or death.
- (p) If the Rider is the parent/guardian of an Under Age Rider participating in the People's Ride, that parent/guardian agrees to the terms and conditions set out above for and on behalf of the Under Age Rider.

Acceptance of these terms and conditions is indicated by your completion of this registration and use of the CEGORR website, www.cadelevansgreateoceanroadrace.com.au.

Personal Information Collection Notice

VV privacy policy (available from http://www.visitvictoria.com/Legal_notices) includes important information about VV collection, use and disclosure of individuals' personal information, how individuals can access or seek correction of their personal information, how they can complain about a breach of the Australian Privacy Principles and how VV will deal with a complaint of that nature.