



Powercor Tour de Depot Warrnambool

Terms and Conditions of purchase for Powercor Tour de Depot Warrnambool 2017.

1. These Terms and Conditions of Entry (“Entry Terms”) are designed to enable Powercor Tour de Depot 2017 on Sunday 15 October 2017 (the “Ride”) to run effectively.
2. “The Organisers” refers to Bicycle Network, Bastion EBA and Powercor.
3. “Bicycle Network” means Bicycle Network Incorporated ABN 41 026 835 903 and includes where appropriate Bicycle Network’s employees, volunteers, agents, contractors and officers.
4. “Bastion EBA” means Bastion EBA ABN 26 989 365 856 and includes where appropriate Bastion EBA’s employees, volunteers, agents, contractors and officers.
5. “Powercor” means Powercor ABN 89 064 651 109 and includes where appropriate Powercor’s employees, volunteers, agents, contractors and officers.

By registering to participate in the Ride, you (the “Rider”) accept and agree to be bound by these Entry Terms:

Entry Requirements

1. The Rider may elect to take part in the Community Ride option or Time Trial option. The ride length may not match the exact distance promoted.
2. A registration is not considered to be complete, and a place will not be held in the Rider's name, until all required Rider information is supplied and payment in full has been received.
3. The Rider warrants that he/she has prior experience or will obtain experience riding in groups and be able to maintain a minimum average speed of at least 10km per hour.
4. The Organiser may, in its absolute discretion and without giving reasons for its decision, accept or refuse any application for registration.
5. Ride entries will be available via the online fundraising platform until 8am, Sunday 15 October 2017 (AEST).

Age Requirements

1. There is no age limit on the Community Ride, however, parental consent and direct supervision is essential (see below).
2. The age limit for the Time Trial is 15 years and over.
3. If the Rider is under the age of 18, the Rider’s parent / Guardian must give their consent when requested during the registration. The parent / Guardian must provide an emergency contact phone number.
4. If the Rider is under the age of 15 years old on the day of the Ride, the Rider must be accompanied on the ride by a registered Rider over 18 years old. The Supervising Rider must provide a contact phone number.

Cancellations



1. If the Rider wishes to cancel his/her participation in the Ride, the Rider must contact us via bicyclenetwork.com.au/sendmessage or phone 1800 639 634 by 5pm, Friday 6 October 2017 (AEST).
2. All ticket prices are donations to the community charity; therefore no refunds will be applied.
3. Except as otherwise stated in these Entry Terms and as required by law, the Organisers are under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the Rider.

Transfers and Upgrades

1. The Rider may transfer his/her registration for the ride. Transfers can be completed online via the Bicycle Network website. All transfers must be completed by 5pm, Friday 6 October 2017 (AEST). To qualify for a transfer, the cancelling Ride Participant must supply Bicycle Network with the new Rider details at the time of transfer.

Closing Dates for Entries

1. Time Trial entries close at 9am, Sunday 15 October 2017 (AEST).
2. Community Ride entries close at 10am, Sunday 15 October 2017 (AEST).

Ride Communications

1. Ride communications will principally be made via email. The Rider should therefore provide a valid email address. If the Rider does not have access to an email address, the Rider will make every effort to read the latest information available about the event at tourededpot.com.au
2. The Rider consents to receiving and reading all information made available on the Bicycle Network website, in email newsletters, and all other literature concerning the Ride.

Mode of Transport

1. Standard, human-powered bicycles are permitted on the Ride. Electric Bike are also permitted, however only for the Community Ride.
2. Recumbent bicycles are permitted on the Community Ride and Time Trial options, however must start at the rear of the last wave of the ride for the Community Ride.

Transport

1. The Organisers will operate a SAG 'Support and Gear' wagon (sweeper bus) for riders who are unable to complete the Ride. The Organisers will use its best endeavours to take due care in handling bikes transported, but is not responsible for any loss, damage, cost or expense that the Rider may suffer or incur as a result of The Organisers handling his/her bike.

Acknowledgment and Waiver



1. The Rider acknowledges and agrees that participation in the Ride is inherently dangerous and that he/she participates in the Ride at his/her own risk.
2. In consideration of The Organisers permitting the Rider to enter and participate in the Ride, the Rider hereby releases and indemnifies The Organisers, the sponsors of the Ride and any of their respective representatives from and against all and any claims, suits, demands, liabilities, loss and damage (including indirect and consequential loss), costs, expenses and interest, whether pursuant to common law or statute, that the Rider may suffer or incur arising from or connected with the Rider's participation in the Ride including as a result of the negligence, breach of duty, breach of care or other fault or responsibility of The Organisers, the sponsors of the Ride and any of their respective representatives.
3. If the Rider is a parent/Guardian of a person under 18 years ("Under Age Child") who is participating in the Ride, that Rider consents to the Under Age Child participating in the Ride and agrees to take full and sole responsibility for the Under Age Child's safety and participation in the Ride. The Rider further agrees and undertakes to the Organisers for and on behalf of the Under Age Child that the release and indemnity contained in clause 50 applies with full force and effect to the Under Age Child and that the Rider and any spouse or defacto spouse or partner will take no steps of any sort on behalf of the Under Age Child that would result in the release and indemnity in clause 35 being rendered inoperative, of no effect or being declared or ordered by a court of law as not applying to the Under Age Child.

Compliance with Laws

1. During the Ride, the Rider must comply with all traffic and road laws, all directions issued by Police and all instructions given by the Organisers or any employees or officials representing the Organisers at the Ride. Failure to do so may result in the Rider being removed from the Ride and they will not receive a registration refund.
2. The Rider must wear an Australian standard (AS/NZS 2063) cycling helmet at all times during the Ride while riding a bicycle.
3. The rider of a bicycle must not participate in the Ride, or in hazardous weather conditions causing reduced visibility, unless the bicycle, or the rider, displays:
 - (a) a flashing or steady white light that is clearly visible for at least 200 metres from the front of the bicycle; and
 - (b) a flashing or steady red light that is clearly visible for at least 200 metres from the rear of the bicycle; and
 - (c) a red reflector that is clearly visible for at least 50 metres from the rear of the bicycle when light is projected onto it by a vehicle's headlight on low-beam.

Preparation, Training, Health and Safety



1. The Rider is responsible for ensuring that he/she has adequately and appropriately prepared both physically and mentally for the Ride. If the Rider has any health issues or doubts prior to the Ride, he/she should immediately seek appropriate medical advice.
2. If, during the Ride, the Rider becomes ill or is injured, The Organisers will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider's expense. The Organisers recommend that Riders hold current ambulance service membership and/or health insurance to cover such costs; Bicycle Network membership includes bike crash insurance for bicycle incidents. Please visit www.bicyclenetwork.com.au for more details.
3. The Rider is responsible for ensuring that his/her bicycle is properly serviced, roadworthy and suitable for the event.

Common Sense

1. The Rider must ride in a safe and responsible manner during the Ride and use common sense at all times.
2. The Rider must exercise caution on all public roads and other thoroughfares and ride defensively and courteously.

Meal and Dietary Requirements

1. It is solely the Rider's responsibility to carry at all times, suitable food and/or medication/s which may be necessary to treat any particular medical condition that they suffer from.

Ride Variation

1. The Organisers reserve the right, in its absolute discretion, to:
 - (a) change or vary the route of any of the Ride without notice;
 - (b) cancel, postpone, reschedule or change the time or place for the Ride for any reason and at any time prior to the commencement of the Ride; and
 - (c) The Organisers are 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 the Organisers.

Photography

1. The Rider acknowledges and agrees that he/she may be photographed or filmed during the Ride and consents to the Organisers using the Rider's picture and likeness contained in any photographs or film for publicising the Ride and for promoting any future ride or event to be staged by the Organisers.
2. The parent/guardian acknowledges and agrees that their Under Age Child may be photographed or filmed during the Ride and consents to the Organisers using the Rider's picture and likeness contained in any photographs or film for publicising the Ride and for promoting any future ride or event to be staged by the Organisers.



Privacy

1. The Organisers collect, use, disclose and otherwise handle the Rider's personal information in accordance with the terms of its Privacy Policy Statement - see www.bicyclenetwork.com.au (Search "privacy" for full details). All information remains the property of the Organisers.
2. The riders consent to their details being shared with our partners including the following;
 1. Our official event photographer: for online photography identification and sales;
 2. The designated event timing company;
 3. Our medical team for medical support;
 4. Our mailing house to fulfil your rider packs.

Other

1. The Ride will be held outdoors and may proceed notwithstanding poor weather conditions on the day of the Ride. The Organisers are not liable to the 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 Ride.
2. Riders must wear the wrist band provided by the Organisers in the correct manner prior to commencing the Ride and continue to wear it for the duration of the Ride.
3. The Organisers reserve the right, in its absolute discretion, to refuse to allow the Rider to participate in the Ride or to remove the Rider from the Ride for breach of these Terms and Conditions or if it otherwise determines it appropriate to do so.
4. The Organisers are not liable to the Rider for any loss, damage, cost or expense of any kind, including but not limited to, the refund of the entry fee, if the Rider is denied access to or removed from the Ride for any reason.
5. Bicycle Network reserves the right to alter these terms and conditions at any time. All registered Riders who have agreed to the Terms and Conditions prior to these amendments will be notified of changes.
6. Bicycle Network recommends pregnant Riders consult a medical professional prior to entry.