



## **Newcrest Orange Challenge 2020 Rider Terms and Conditions of Entry**

These Terms and Conditions of Entry (“Entry Terms”) are designed to enable the Newcrest Orange Challenge on Sunday 29 March 2020 (the “Event”) to run smoothly and safely. By registering to participate in the Event, you (the “Rider”) accept and agree to be bound by these Entry Terms.

### **Entry Requirements**

- 1.0 The Newcrest Orange Challenge is a recreation ride only. The event is not a race.
- 2.0 The Rider may elect to take part in the Newcrest Orange Challenge, a 170km, 100km or 70km ride starting in Orange, NSW (N.B. the ride length may not be exactly this distance).
- 3.0 A registration is not considered to be complete, and a place held in the ride until all required rider information is supplied and payment in full has been received.
- 4.0 The Rider warrants that he/she has prior experience or will obtain experience riding in groups and be able to maintain a suitable average speed to complete the event within the advertised time. Factor in the amount of breaks and non-riding time when calculating your estimated time to complete.
- 5.0 The Rider must be aged 16 years or older on the day of the event.
- 6.0 If the Rider is aged 16 and 17 years old, the Rider’s parent / guardian<sup>1</sup> must give their consent when requested during the online registration. The parent / guardian must provide a contact phone number.
- 7.0 Bicycle Network may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.
- 8.0 To receive the Early Bird jersey, full payment must be received by 5pm Sunday 15 December 2019

### **Compliance with Laws and Regulations**

- 9.0 During the event, the Rider must comply with all traffic and road laws and regulations, all directions issued by Police and all instructions given by Bicycle Network or any employees or officials representing Bicycle Network at the event. Failure to do so may result in the Rider being removed from the event and will not receive a registration refund.
- 10.0 The Rider must wear an Australian standard cycling helmet at all times during the event while riding a bicycle.
- 11.0 The rider must keep to the left of the road when safe to do so and obey NSW road rules at all times
- 12.0 As per the Traffic Regulations, riders of a bicycle must not ride at night, or in hazardous weather conditions causing reduced visibility, unless the bicycle, or the rider, displays—
  - a flashing or steady white light that is clearly visible for at least 200 metres from the front of the bicycle; and
  - a flashing or steady red light that is clearly visible for at least 200 metres from the rear of the bicycle; and

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<sup>1</sup> “A person who is the guardian of a child has the responsibility for the long term welfare of the child and has all the powers, rights and duties of a guardian.” Family Law Act 1975



- 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.

### **Cancellations**

- 13.0 If the Rider wishes to cancel his/her participation in the Ride, the Rider must contact Bicycle Network directly or via Eventbrite prior to 5pm on Friday 28 February, 2020
- 14.0 Cancellations received before 5pm, Friday 28 February 2020 (AEST) will be refunded 100% of their entry fee.
- 15.0 No refunds will be offered for cancellations received after 5pm Friday 28 February 2020 (AEST).
- 16.0 Except as otherwise stated in these Entry Terms and as required by law, Bicycle Network is under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the Rider.

### **Transfers**

- 17.0 The Rider may transfer his/her registration for the Event via the online registration.
- 18.0 Transfers will be permitted on Saturday 30<sup>th</sup> March 2019 at the Newcrest Orange Challenge Event Village before the ride commences.
- 19.0 All transfers will incur a \$10 administration fee.

### **Ride Communications**

- 20.0 Ride communications will principally be made via email. The Rider should therefore provide a valid email address.
- 21.0 The Rider consents to receiving and reading all information that is made available on the Bicycle Network website, in email newsletters, the Ride Guide and all other literature concerning the event.

### **Mode of Transport**

- 22.0 Only standard, human-powered bicycles are permitted on the event. Unicycles, scooters, motorised and power-assisted bicycles, child seats, tagalongs, trailers and animals are not permitted on the event. If you plan to ride a non-conventional bicycle please contact Bicycle Network to discuss if it can be supported on the event. For more information please contact Bicycle Network [www.bicyclenetwork.com.au](http://www.bicyclenetwork.com.au) and send a message, or call 1800 639 634.

### **Merchandise**

- 23.0 All Riders who register and pay in full for the ride up to and including the Sunday 16 December will be eligible to receive a cycling jersey included in their registration.
- 24.0 Riders are required to select their jersey size when completing the ride registration. Prior to the event you can adjust your jersey size by giving Bicycle Network a call on 1800 639 634.
- 25.0 All merchandise purchased is non-refundable.

### **Sag Wagon**

- 26.0 Sag Wagons will be operating during the event, to support riders who have a mechanical break-down or are unable to continue riding to exhaustion, injury or fatigue.



- 27.0 Sag wagons are under the direction of event control and are not able to divert from their instructed course. SAG wagons will return to the finish site at the end of their journey, no additional stops will be made.
- 28.0 Bicycle Network will use its best endeavours to take due care in handling bikes and or accessories on the Sag Wagon, but is not responsible for any loss, damage, cost or expense that the Rider may suffer or incur as a result of Bicycle Network handling his/her bike and or accessories.

### **Closing Dates for Entries**

- 29.0 All online event entries close at 5pm Friday 27 March 2020 (AEST)

### **Acknowledgment and Waiver**

- 30.0 The Rider acknowledges and agrees that participation in the Event is inherently dangerous and that he/she participates in the event at his/her own risk.
- 31.0 In consideration of Bicycle Network permitting the Rider to enter and participate in the event, the Rider hereby releases and indemnifies Bicycle Network, the sponsors of the event, the relevant Councils and Road Authorities and any of their respective representatives from and against all and any claims, law 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 Bicycle Network, the sponsors of the event and any of their respective representatives.
- 32.0 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 event and agrees to take full and sole responsibility for the Under Age Child's safety and participation in the event. The Rider further agrees and undertakes to Bicycle Network for and on behalf of the Under Age Child that the release and indemnity contained in clause 26 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 26 being rendered inoperative, of no effect or being declared or ordered by a court of law as not applying to the Under Age Child.

### **Compulsory Equipment and Clothing**

- 33.0 Riders must ensure that their bike, equipment and clothing are suitable for the nature of road riding undertaken and terrain travelled through during the event.
- 34.0 Riders must ensure that their bike is in excellent working order with consideration given but not limited to appropriate gearing, chain condition, saddle comfort, wheels, spokes and tyre condition and brakes efficiency.
- 35.0 Riders may be required to have their bike spot checked prior to taking part in the event. Failure agree to have your bike checked or if the bike fails and/or compulsory equipment not presented will result in no bike tag being issued and your participation in the event cancelled. Bike check consists of operating front and rear brakes and operating front and rear lights.



- 36.0 All Rider must wear or carry the following equipment and clothing for the duration of the event;
- (a) Bike helmet
  - (b) Bike lights for dark, wet, foggy or low visibility conditions;
  - (c) Spare light batteries (your light will require them due to extensive use.)
  - (d) Rider and bicycle ID tag.
  - (e) Rain/wind jacket;
  - (f) 2 x drink bottles;
  - (g) Puncture repair kit and tubes.
  - (h) Secondary food supplies (Rider Valet Service available for food distribution along the route. More information can be found regarding this service on the Bicycle Network website at [www.bicyclenetwork.com.au/orange-challenge](http://www.bicyclenetwork.com.au/orange-challenge) under the *Event Information* section.)
- 37.0 Both front and rear lights must be in working order as a condition of starting the Event.

#### **Preparation, Training, Health and Safety**

- 38.0 The Rider is responsible for ensuring that he/she has adequately and appropriately prepared both physically and mentally for the event. If the Rider has any health issues or doubts prior to the event, he/she should immediately seek appropriate medical advice.
- 39.0 If, during the event, the Rider becomes ill or is injured, Bicycle Network will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider's expense. Bicycle Network recommends that Riders hold current ambulance service membership and/or health insurance to cover such costs; Bicycle Network membership includes bike crash insurance for personal injury and liability.

#### **Common Sense**

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

#### **Meals and Dietary Requirements**

- 42.0 Bicycle Network offers three standard meal types for the event, Meat, Vegetarian and Gluten Free Vegetarian.
- 43.0 If these options do not meet your dietary requirements, you must consider alternate ways in which to personally cater for your own meals.
- 44.0 Any special meal option for the event is provided by Bicycle Network as a service to the Ride participants. Every effort is made by Bicycle Network and the appointed caterers to ensure that recipes and ingredients are controlled.
- 45.0 Bicycle Network and their caterers cannot however, guarantee that any meal or food item is exactly as described - contamination by allergens can occur that is beyond Bicycle Network and or the caterer's reasonable control.
- 46.0 It is solely the Ride participant's responsibility to carry on you at all times, suitable food and/or medication which may be necessary to treat any particular medical condition that you suffer from. The Rider Valet Service is available to assist Riders in food distribution along the route. More information can be found



on the Bicycle Network website at [www.bicyclenetwork.com.au/orange-challenge](http://www.bicyclenetwork.com.au/orange-challenge) under the *Event Information* section.

- 47.0 Meals provided for the Ride not intended to provide full nutrition for your ride distance. We expect that riders will adequately cater to their nutritional requirements while undertaking their chosen ride distance.

#### **Ride and Ride Option Variation**

- 48.0 Bicycle Network reserves the right, in its absolute discretion, to:
- (a) Change or vary the route of any of the event without notice in consultation with stakeholders;
  - (b) Cancel, postpone, reschedule or change the time or place for the event for any reason and at any time prior to the commencement of the event or once the event has commenced in consultation with stakeholders; and
  - (c) Bicycle Network is not responsible for or liable to the Rider for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise incurred by the Rider resulting from any such action taken by Bicycle Network.

#### **Travel Insurance**

- 49.0 It is important that Riders take out Riders Travel Insurance. It is essential that this insurance covers you for involuntary cancellation of your holiday including airfare(s). Bicycle Network offers travel insurance as part of its membership (subject to the conditions of the policy wording). For more information or to become a member of Bicycle Network visit [www.bicyclenetwork.com.au](http://www.bicyclenetwork.com.au) or call 1800 639 634.

#### **Route Sector Opening and Closing Times**

- 50.0 Riders must obey the route sector opening and closing times implemented during the event. The sector opening and closing times are posted on the Bicycle Network website at [www.bicyclenetwork.com.au/orange-challenge](http://www.bicyclenetwork.com.au/orange-challenge) under the *Event Information* section.
- 51.0 Should any rider be found riding before a sector is open they will be remove them from the Event and unsupported.
- 52.0 Should any rider be found riding after the sector is closed they will be asked by event officials to stop riding and necessary arrangements will be made to ensure that the rider is transported to the finish location.
- 53.0 Should a rider refuse to obey sector opening and closing times, event officials will report the rider and they will be unsupported in their return to the finish site.

#### **Private support vehicles**

- 54.0 Private support vehicles are not permitted on the Event.
- 55.0 If you retire from the event, friends or family can collect you by accessing the rider route only outside of the route sector opening and closing times.

#### **Photography**

- 56.0 The rider acknowledges and agrees that he/she may be photographed or filmed during the event and consents to Bicycle Network using the Rider's picture and likeness contained in any photographs or film for publicising the event and for promoting any future ride or event to be staged by Bicycle Network.
- 57.0 The Parent/Guardian acknowledges and agrees that their Under Age Child may be photographed or filmed during the event and consents to Bicycle



Network using the Rider's picture and likeness contained in any photographs or film for publicising the event and for promoting any future ride or event to be staged by Bicycle Network.

- 58.0 Participants in the Newcrest Orange Challenge, give their permission to have their details forwarded to official photographer of the event.

### **Privacy**

- 59.0 Bicycle Network collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy Statement (see [www.bicyclenetwork.com.au](http://www.bicyclenetwork.com.au) and search "privacy" for full details). All information remains the property of Bicycle Network.

### **Other**

- 60.0 The event will be held outdoors and may proceed notwithstanding poor weather conditions on the day of the Ride. Bicycle Network is 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, during or if the event is cancelled.
- 61.0 Bicycle Network reserves the right, in its absolute discretion, 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 if it otherwise determines it appropriate to do so.
- 62.0 Bicycle Network is 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 event for any reason.
- 63.0 "Bicycle Network " means the Bicycle Network Victoria Incorporated ABN 41 026 835 903 and includes where appropriate Bicycle Network 's employees, volunteers, agents, contractors and officers.
- 64.0 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 and will need to agree to the updated terms