



## **Around the Bay 2019**

These Terms and Conditions of Entry (“Entry Terms”) are designed to enable Around the Bay 2019 on Sunday 6 October 2019 (the “Ride”) to run effectively. 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 one of the Ride Options. The ride lengths may not match the exact distance promoted.
2. An Entry is not considered to be complete 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 20km per hour for the 135km, 210km and 250km ride distance and 13km per hour for the 20km, 50km and 100km ride distances.
4. Bicycle Network may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for Entry.

### **Age requirements**

1. Riders under 15 years old are free for the 20km and 50km ride options.
2. All riders must be registered to participate in the event.
3. Children under 15 (free ticket) do not receive a jersey, even if signed up within the early bird period.
4. For the 250km, 210km, and 135km Ride Options – the Rider must be aged 15 years or older on the day of the Ride.
5. For the 100km Ride Option – the Rider must be aged 12 years or older on the day of the Ride.
6. There is no age limit on the 20km or 50km ride, however parental consent and direct supervision is essential, and parents must be aware that this ride takes place on open streets with traffic and a high level of confidence and skill are required to negotiate the rider route.
7. If the Rider is under the age of 18, the Rider’s parent / guardian must give their consent when requested during entry. The parent / guardian must provide a contact phone number as emergency contact number.
8. 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 (“Guardian”) as nominated at the time of registration.

### **Cancellations**

1. If the Rider wishes to cancel his/her Entry in the Ride prior to 5pm Friday 6 September, the Rider can do so via the website or by contacting Bicycle Network directly on 1800 639 634.
2. Cancellations received prior to 5pm, Friday 6 September 2019 will be refunded in full. Including ride extras such as transport and valet.
3. No refunds on entry fee or extra purchases will be offered for cancellations received after 5pm, Friday 6 September 2019 (AEST).
4. 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.



### **Upgrades and downgrade**

1. The Rider may change his/her Ride Option by contacting Bicycle Network directly via our website or phone 1800 639 634.
2. If the Rider changes to a Ride Option with a higher entry fee, the Rider will be required to pay the difference between the entry fee paid and the higher entry fee.
3. If the Rider changes to a Ride Option with a lower entry fee, the difference between the entry fee paid and the lower entry fee will be refunded in full prior to 5pm Friday 6 September 2019.
4. If the Rider changes to a Ride Option with a lower entry fee, the difference between the entry fee paid and the lower entry fee will not be refunded if done after 5pm Friday 6 September 2019.
5. Changes to Ride Options administered on the Event Day (Sunday 6 October, 2019) will incur an administration fee of \$10.
6. The Rider may transfer his/her registration for the Ride by contacting Bicycle Network directly via our website or phone 1800 639 634

### **Ride Communications**

1. Ride Communications will principally be made via email. The Rider is therefore required to provide a valid email address upon Entry.
2. 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 Ride.

### **Mode of Transport**

1. EBikes and standard, human-powered bicycles are permitted on all ride options.
2. Unicycles, scooters, motorised bicycles (other than ebikes), child seats, tagalongs and trailers are not permitted on the 250km, 210km, 135km and 100km Ride Options.
3. Animals are not permitted on the event
4. Recumbents and non-standard human-powered bicycles are permitted on Ride Options, however it is recommended these bicycles start at the rear of the last wave.

### **Merchandise**

1. All Riders (excluding free kids ticket) who register and pay in full for all Ride Options before 11:59pm Sunday 30 June 2019 (AEST) will be eligible to receive an official jersey.
2. Children under 15 who register for a free ticket do not receive a jersey.
3. For all merchandise returns please contact [info@hubcycling.cc](mailto:info@hubcycling.cc)

### **Transport**

1. Cancellations of Transport received prior to 5pm, Friday 6 September 2019 will be refunded in full.
2. No refunds will be offered for cancellations received after 5pm, Friday 6 September 2019 (AEST).
3. Transport bookings will close at 5pm, Friday 27 September 2019(AEST).
4. Bicycle Network 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 Bicycle Network 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 Bicycle Network permitting the Rider to enter and participate in the Ride, the Rider hereby releases and indemnifies Bicycle Network, 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 Bicycle Network, 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 Bicycle Network for and on behalf of the Under Age Child that the release and indemnity contained in clause 34 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 34 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 Bicycle Network or any employees or officials representing Bicycle Network 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. Riding over the Westgate Bridge: There is to be no stopping on the bridge at any time. It is illegal to ride on the bridge prior to it being officially opened by event marshals. Fines apply.
3. While riding a bicycle, the Rider must wear an Australian standard cycling helmet at all times during the Ride.
4. The Rider must not ride at night, 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 seek appropriate medical advice.
2. If, during the Ride, 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 bicycle accidents. Please visit [bicyclenetwork.com.au](http://bicyclenetwork.com.au) for more details).
3. The Rider is responsible for ensuring that their 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. Bicycle Network offers four standard meal types for the 250km, 210km, 135km, 100km Ride Options, 50km and 20km - Non-Vegetarian, Vegetarian, Gluten Free and Vegetarian Gluten Free.
2. If these options do not meet a Rider's dietary requirements, the Rider must consider alternate ways in which to personally cater for his/her own meals.
3. Every effort is made by Bicycle Network and the appointed caterers to ensure that recipes and ingredients are controlled.



4. 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.
5. It is solely the Rider's responsibility to carry on himself/herself at all times, suitable food and/or medication which may be necessary to treat any particular medical condition that the Rider suffers from.
6. Meals provided for the Ride not intended to provide full nutrition for each Ride Option. We expect that riders will adequately cater to their nutritional requirements while undertaking their chosen ride distance.

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

1. Bicycle Network reserves the right, in its absolute discretion, to cancel, postpone, reschedule or change the time and/or place of the Ride and any of the Ride Options for any reason and at any time prior to the commencement of the Ride, without prior notice.
2. Bicycle Network is not or liable to the Ride Participant for any loss, damage, cost or expense, whether direct, indirect, incurred by the Ride Participant that may result from any action taken by Bicycle Network.
3. Bicycle Network reserves the right, in its absolute discretion, to refuse to allow the Ride Participant to participate in the Ride, or to remove the Ride Participant from the Ride for breach of these terms and conditions, or if it determines it appropriate to do so.

#### **Private support vehicles**

1. Private support vehicles are not permitted on the Ride. Riders found to be making use of private support vehicles may be expelled from the event. Registration in future events may be rejected if found to be using private support vehicles.

#### **Photography**

2. The Rider acknowledges and agrees that he/she may be photographed or filmed during the Ride and consents to Bicycle Network 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 Bicycle Network.
3. The parent/guardian acknowledges and agrees that his or her Under Age Child may be photographed or filmed during the Ride and consents to Bicycle Network 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 Bicycle Network.

#### **Privacy**

1. Bicycle Network collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy
2. Policy Statement (see [www.bicyclenetwork.com.au](http://www.bicyclenetwork.com.au) (Search "privacy" for full details). All information remains the property of Bicycle Network.
  41. The Rider consents to their details being shared with our partners and event sponsors including the following: a) Our charity partner: for online fundraising registration;
  - b) Our official event photographer: for online photography identification and sales;



- c) Our merchandiser for any merchandise purchased by the rider;
- d) The designated event timing company;
- e) Our medical team for medial support;
- f) Our mailing house to fulfil the Rider pack

#### **Other**

1. The Ride 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 or during the Ride including valet service.
2. Riders must attach the timing device provided by Bicycle Network in the correct manner to their bicycle prior to commencing the Ride and keep it attached for the duration of the Ride if they are to receive an official event time.
3. Bicycle Network reserves 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. 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 Ride for any reason.
5. "Bicycle Network" means the Bicycle Network Incorporated ABN 41 026 835 903 and includes where appropriate Bicycle Network's employees, volunteers, agents, contractors and officers.

#### **Exclusive promotional offers**

1. Bicycle Network has the right to offer special promotional offers throughout the marketing campaigns as incentives to different segments of riders. These offers include value additions and discounts. These offers are not available to all riders and can be added or removed at the discretion of Bicycle Network.