



The Great Kiwi Escape 2020

Terms and Conditions of Entry

These Terms and Conditions of Entry (“Entry Terms”) are designed to enable The Great Kiwi Escape from 18 April to 26 May 2020 (the “Ride”) to run smoothly and safely. By registering to participate in the Ride, you (the “Ride Participant”), and any additional Ride Participants that you purchase entries for, accept and agree to be bound by these Entry Terms:

Entry requirements

1. The Ride Participant may elect to take part in The Great Kiwi Escape 9-day Ride.
2. The Ride Participant may enter online, in person or over the phone with Bicycle Network. Changes may be made, refer to “Transfers” section. No changes to the registration will be guaranteed after 5pm December 13th, 2019 (AEST).
3. The ride participant may choose Premium accommodation or PremiumPLUS accommodation and special meals as facilitated by Bicycle Network.
4. Bicycle Network may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for entry.

Ride Participant categories for fee structure

1. The Ride Participant must be 18 years or older on the first day of the Ride.
2. A concession is defined as a person who currently holds a valid:
 - Health Care Card;
 - Pensioners Concession Card;
 - Victorian Public Transport Student Concession Card (or interstate equivalent);
 - Victorian Seniors Card (or interstate equivalent);
 - War Veterans / War Widows Concession Card or
 - Asylum Seekers Concession Card

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.

Deposits

1. Deposit payments of \$1000 AUD are non-refundable
2. Deposits payments are only accepted between 5pm Wednesday 15 May 2019 and 5pm October 25th, 2019 (AEST).
3. Any entries received after 5pm October 25th, 2019 (AEST) are required to be paid in full at the time of purchase.
4. Final balance payments for deposit entries must be received by 5pm December 13th, 2019 (AEST) or the Ride Entry will be deemed incomplete and Bicycle Network reserves the right to cancel the Ride Participant’s entry.



Cancellations

1. If the Ride Participant wishes to cancel his/her participation in the Ride, the Ride Participant must notify Bicycle Network in writing, providing his/her name, address, rider number and reason for cancellation.
2. Written cancellations received before 5pm December 13th, 2019 (AEST) will be refunded their entry fee, excluding the \$1000 deposit and will receive a full refund for any Ride Extras.
3. No refunds will be offered for cancellation requests of Ride Entries or Ride Extras received after 5pm December 13th, 2019 (AEST)
4. Once written cancellation has been received from the Ride Participant and processed by Bicycle Network, the Ride Participant can no longer transfer his/her ride ticket.
5. Except as otherwise stated in these Entry Terms, Bicycle Network is under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the Ride Participant.

Changes to Ride Extras

1. Ride Participants may add, change and remove Ride Extras until 5pm December 13th, 2019 (AEST) or until a Ride Extra is sold out. Changes after this date are not guaranteed.
2. If a change in Ride Extras means the balance payable is greater than the original payment, Ride Participant will be required to pay the difference via credit card. If a change in Ride Extra means the balance payable is less than the original payment, the Ride Participant must call Bicycle Network on 03 8376 8888 before 5pm December 13th, 2019 (AEST) request a refund. Any Ride Extras purchased after 5pm December 13th, 2019 (AEST) are non-refundable.
3. Any Ride Merchandise purchased are non-refundable. At the point of purchase, the product becomes the property of the buyer and will be distributed to the buyer at the allocated time.

Travel insurance

1. The Ride Participant may choose to purchase an external optional travel insurance policy to cover himself/herself in case of cancellation.
2. Bicycle Network members that participate in the ride have limited travel insurance cover as part of their membership. Refer to the [policy wording](#) and [policy schedule](#) for full details.
3. Bicycle Network highly recommends the Ride Participant consider purchasing Bicycle Network membership or external travel insurance prior to purchasing a Ride Entry.

Transfers, Upgrades and Downgrades

1. The Ride Participant may transfer his/her registration for the Ride. Transfers can be completed online via the Bicycle Network website or by written request to Bicycle Network. All transfers must be completed by 5pm December 13th, 2019 (AEST) and will incur a \$10 transfer admin fee. To qualify for a transfer, the cancelling Ride Participant must supply Bicycle Network with the new Ride Participant's details at the time of the transfer.
2. Subject to availability a Ride Participant may upgrade his/her accommodation to the PremiumPLUS accommodation. To upgrade, the Ride Participant must contact Bicycle Network on (03) 8376 8888 to request an upgrade and to pay the difference between the original accommodation option and the new accommodation option.



3. Subject to availability a Ride Participant may downgrade his/her accommodation to the Premium accommodation. To downgrade, the Ride Participant must contact Bicycle Network on (03) 8376 8888 before 5pm December 13th, 2019 (AEST) to request a downgrade.
4. For downgrades made before 5pm December 13th, 2019 (AEST) the participant will be refunded the full difference between the original Ride Option and new Ride Option. If the Ride Participant only paid a deposit for the original Ride Option, then the difference between the deposit and the new Ride Option must be paid in order for the downgrade to be processed.
5. No refunds will be offered for downgrades received after 5pm December 13th, 2019 (AEST)

Ride communications

1. Ride communications are principally made via email. If the Ride Participant does not have access to an email address, then he/she should make every effort to read the monthly email newsletter which will be posted on The Great Kiwi Escape Ride website at www.greatkiwiescape.com.au.
2. It is the Ride Participant's responsibility to read all information that is made available on the Bicycle Network website, in email newsletters, the Ride Guide and all other literature concerning the Ride.

Closing dates for entries

1. Entries for the Ride close 5pm Friday 10 April, 2020 (AEST), subject to availability. After this date, subject to availability entries can be made by contacting Bicycle Network on (03) 8376 8888.

Acknowledgment and waiver

1. The Ride Participant 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 Ride Participant to enter and participate in the Ride, the Ride Participant hereby releases and indemnifies Bicycle Network, the sponsors of the Ride and any of its 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 Ride Participant may suffer or incur arising from or connected with the Ride Participant'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.

Compliance with laws

1. During the Ride, the Ride Participant must comply with all traffic and road laws, all directions issued by Police and all instructions given by Bicycle Network at the Ride. Failure to do so may result in the Ride Participant being removed from the Ride.
2. The Ride Participant must wear an approved bicycle helmet securely fitted and fastened when riding a bicycle during the Ride. The helmet must meet the current Australian and New Zealand standard (AS/NZS 2063:2008).

Preparation, training, health and safety

1. The Ride Participant is responsible for ensuring that he/she has adequately prepared both physically and mentally for the Ride. If the Ride Participant has any health



issues or doubts prior to the Ride, he/she should immediately seek appropriate medical advice.

2. If, during the Ride, the Ride Participant becomes ill or is injured, Bicycle Network will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Ride Participant's expense. Bicycle Network recommends that Ride Participants hold current ambulance service membership and /or health insurance to cover such costs. Bicycle Network membership includes personal injury and public liability insurance for bike crashes in Australia and New Zealand. Refer to the policy details available at www.bicyclenetwork.com.au.
3. If a Ride Participant becomes seriously ill or injured and is unable to ride, the Ride Participant will be considered no longer participating in the Ride.
4. If a Ride Participant is diagnosed with a communicable disease whilst on the Ride, the Participant is required to immediately retire from the Ride.
5. If a Ride Participant is either expelled from, or chooses to discontinue the Ride, the Ride Participant is responsible for his/her own transport and associated costs.
6. If a Ride Participant engages the use of the Bicycle Network SAG Wagon on three (3) or more occasions, excluding medical or mechanical reasons, the Ride Participant will be asked to leave the ride, at the discretion of the Event Manager, and the Ride Participant's ride ticket will be cancelled.
7. A Ride Participant understands that should he/she fail to complete the required riding distance within a reasonably foreseen time frame, he/she will be required to be driven the remainder of the day's riding distance. Should the Ride Participant refuse, he/she will be considered outside of the Ride and accept all associated risks.

Mode of transport

1. Only human-powered, including recumbents and non-standard bicycles, and electric-powered bikes are permitted on the Ride.
2. Bicycle Network supports the use of electric-powered bicycles in line with its [E-bike](#) policy only, and any electric-powered bicycles or users who do not comply with the policy will not be permitted on the Ride.
3. The Ride Participant must ride a bicycle that is in a serviceable condition and complies with all relevant legislation.

Common sense

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

Special requirements

1. When advised and where reasonably able to do so, Bicycle Network will endeavour to cater for people with disability.
2. Bicycle Network will consider written requests before the Ride for personal assistance with specific health matters including refrigeration of prescription drugs.
3. If a Ride Participant requires a sleep apnoea machine, he/she will be required to bring a battery powered machine. Bicycle Network will assist in charging the batteries each day, and will transport of this device.

Meal and dietary requirements

1. Bicycle Network offers five meal types during the Ride: Standard, Vegetarian, Gluten-free, Gluten-free Vegetarian and Vegan



2. All Great Kiwi Escape Ride meals are produced by third party contractors, who are solely responsible for the preparation of the meals and supply of ingredient declarations
3. Bicycle Network cannot cater for any other specific allergies (including but not limited to low fructose, low fodmap, etc.) and if the five available meal types do not meet a Ride Participant's dietary requirements, the Ride Participant must consider alternate ways in which to personally cater for his/her own meals.
4. Due to food safety regulations, Bicycle Network cannot, under any circumstances, facilitate the storage, transport or cooking of self-catered meals.
5. All meals served by Bicycle Network and its caterers are prepared in a controlled environment, and abide by all necessary food health and safety regulations.

Behaviour

1. Conduct which, in reasonable opinion of Bicycle Network, is inappropriate may result in the Ride Participant being expelled from the Ride.

Alcohol and illicit drugs

1. Bringing, consuming or possessing alcohol or illicit drugs on to the event is strictly prohibited. Ride Participant's must not remove alcohol from the licensed areas.
2. Drunkenness or under-age drinking is not tolerated and will be referred to the Police.
3. Smoking in and around other Riders is just plain stupid – don't do it. If you have to smoke, hide behind a tree and think about quitting.

Private support vehicles

1. Private support vehicles are not permitted on the Ride.

Photography

1. The Ride Participant acknowledges and agrees that he/she may be photographed or filmed during the Ride and consents to Bicycle Network using his/her picture and likeness contained in any photographs or film for the purpose of publicising The Great Kiwi Escape Ride and for promoting any future ride or event held by Bicycle Network.

Weather

1. The Ride is held outdoors and will proceed notwithstanding poor weather conditions on the day of the Ride. Bicycle Network is not liable to the Ride Participant 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. Ride Participants are expected to take all care to prepare for adverse weather events incurring during the ride, and must come prepared with appropriate clothing and equipment for all weather.

Privacy

1. Bicycle Network collects, uses, discloses and otherwise handles Ride Participants personal information in accordance with the terms of its Privacy Policy Statement. All information remains the property of Bicycle Network.
2. The Ride Participant gives permission for his/her contact details to be passed onto suppliers and stakeholders for the fulfilment of event services.



3. The Ride Participant gives permission for his/her registration details to be shared with St John Ambulance, if required, to assist in facilitating an emergency response.

Other

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.
4. No animals are permitted on the Ride with the exception of an approved request made by a Ride Participant for a Guide Dog or other Assistance Animal.
5. Bicycle Network will transport Ride Participants' luggage between accommodation sites. Each Ride Participant is allowed one bag for luggage weighing up to 20kg or 2 bags weighing 10kg each. Overweight bags will not be handled by Bicycle Network. Reasonable care will be taken with Ride Participants' luggage. Except as required by law, Bicycle Network does not accept any responsibility for loss or damage.
6. "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.
7. Bicycle Network reserves the right to alter these terms and conditions at any time. All registered Ride Participants who have agreed to the terms and conditions prior to these amendments will be notified of changes.
8. Bicycle Network recommends pregnant Ride Participants consult a medical professional prior to entry.