



## **City CX Fed Square 2021**

### **Terms and Conditions of Entry**

These Terms and Conditions of Entry (“Terms and Conditions”) are designed to enable City CX (the “Event”) to run smoothly and safely on Saturday 8 May, 2021 at Federation Square, Melbourne. By registering to participate in the Event, you (the “Rider”) accept and agree to be bound by these Terms and Conditions.

#### **General Entry Requirements**

1. The Rider may elect to take part in the Event, a timed challenge event to be held on a course at Federation Square, Melbourne on Saturday 8 May, 2021.
2. 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.
3. The Rider understands that multiple participants will be on the Event course at the same time and confirms that they have appropriate prior experience.
4. The Ride acknowledges that the Event course includes obstacles that may require the lifting or carrying of their bike, and that they have the appropriate fitness to do so.
5. The Rider must be aged 16 years or older on the day of the Event.
6. If the Rider is under the age of 18, the Rider’s parent / guardian must give their consent when requested during the online registration. The parent / guardian must provide a contact phone number.
7. If the Rider is under the age of 18 years old on the day of the Event, the Rider must be accompanied to the Event by a parent / guardian.
8. Bicycle Network may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.

#### **Pricing**

9. To receive the Early Bird Price, the Rider must complete their registration and pay in full by 11:59pm on Sunday 21 March, 2021. After this time, standard Event prices will apply.
10. Bicycle Network Members will receive 10% off their ticket price.
11. Bicycle Network reserves the right to alter the price and 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.

#### **Cancellations**

12. If the Rider wishes to cancel his/her participation in the Event, the Rider must notify Bicycle Network in writing, providing his/her name, address, and reason for cancelling.
13. Written cancellations received before 5pm (AEST) Thursday 8 April 2021 will receive a full refund.
14. No refunds will be offered for cancellations received after 5pm (AEST) Thursday 8 April 2021.
15. 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.
16. If State or Federal Government Covid-19 restrictions require that the Event be rescheduled or cancelled prior the scheduled date, Riders will have the option to transfer their entry credit to another Bicycle Network Event (within 12 months) or take a full refund.
17. If the Rider’s postcode is subject to restrictions specifically preventing them from travelling to the scheduled Event, Riders will have the option to transfer their entry credit to another Bicycle Network Event (within 12 months) or take a full refund.



### **Transfers**

18. The Rider may transfer his/her registration for the Event to another Rider via the online registration system. Online transfers must be completed before 12pm (AEST) Friday 30 April 2021. All transfers will incur a \$30 administration fee.
19. If the entry has been on-sold, transfers to another Rider will only be accepted if the entry has been sold at the original value of the entry. Any entries found to be sold at a higher value will be cancelled.

### **Ride communications**

20. All Ride communications will principally be made via email, therefore, the Rider must provide a valid email address upon registration.
21. The Rider consents to receiving and reading all Event information that is made available to them via email, on the Bicycle Network website, in the Event Ride Guide and any other material

### **Mode of Transport**

22. Only standard, human-powered bicycles are permitted on the Event.
23. Unicycles, scooters, motorised and power-assisted bicycles, child seats, tagalongs, trailers and animals are not permitted on the Event.

### **Timing**

24. The Rider is required to fix a timing chip to their bike for the Event, and the Rider is responsible for the correct mounting of the timing chip.
25. The Rider must only carry their designated timing chip. If a Rider is found to have swapped timing chips with another Rider, both Riders will be removed from the Event.
26. All Riders must participate in the Time Trial stage to be eligible to participate in the Group Stage.
27. Riders will be able to complete a maximum of two laps of the Course during the Time Trial stage, with their fastest lap time used to determine their place in the Group Stage.
28. Lap times will be determined by Bicycle Network's nominated official timing contractor. Garmin, Strava or any other timing methods will not be considered.

### **Prize Pool**

29. Only Riders who register and pay in full for the Event before 9pm (AEST) Friday 7 May 2021 will be eligible to win a prize as part of the Event prize pool.
30. The Rider who finishes first in the final of the Group Stage will be awarded \$500.
31. The Rider who finishes second in the final of the Group Stage will be awarded \$300.
32. The Rider who finishes third in the final of the Group Stage will be awarded \$200.
33. Allocation and distribution of the prize pool is completely at the discretion of Bicycle Network, and may be withheld or changed if there is reasonable belief that cheating or manipulation of results has occurred, if there is a breach of these Terms and Conditions, if illegal activity or any other activity or behaviour that is not in the spirit of the Event has occurred, intentional or not.

### **Closing Dates for Entries**

34. Online Event entries close at 9pm (AEST) Friday 7 May, 2021 unless sold out prior.

### **Acknowledgment and Waiver**

35. 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.
36. 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 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



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fault or responsibility of Bicycle Network, the sponsors of the Event and any of their respective representatives.

37. If the Rider is a parent/guardian of a person under 18 years (“Under Age Child”) who is participating in the Event, 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 29 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 29 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 and Regulations**

38. During the Event, the Rider must comply with any and all traffic and road laws and regulations, all directions issued by Victoria Police and all instructions given by Bicycle Network or any employees or officials representing Bicycle Network at the Event. Failure to do so will result in the Rider being removed from the Event immediately (and without refund)
39. The Rider must wear an Australian standard cycling helmet at all times during the Event, while riding a bicycle.
40. As per Rule 259 of 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
  - 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.

#### **Compulsory Equipment and Clothing**

41. Riders must ensure that their bike, equipment and clothing are suitable for the nature of riding undertaken as part of the Event.
42. Riders must ensure that their bike is in excellent working order with consideration given to appropriate gearing, chain condition, saddle comfort, wheels, spokes and tyre condition and brakes efficiency.
43. All Riders will be provided with an Event wristband, which must be worn for the duration of the Event.
44. All Riders will be provided with a coloured band, which must be worn for the group stage of the Event



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

45. 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.
46. If, during the Event, the Rider becomes ill or is injured, Bicycle Network may, at its discretion, notify its First Aid contractor and / or Ambulance Victoria, who may provide medical transport. Any medical transport will be at the Rider's expense. Bicycle Network highly 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. Please visit [www.bicyclenetwork.com.au](http://www.bicyclenetwork.com.au) for more details.
47. If, during the Event, the Rider becomes ill or is injured, Bicycle Network may, at its discretion, notify the Rider's emergency contact.

### **Common Sense**

48. The Rider must ride in a safe and responsible manner during the Event, use common sense at all times and be mindful of other participants who may be on the course at the same time.
49. The Rider must exercise caution on all public roads and other thoroughfares and ride defensively and courteously.

### **Meals and Dietary Requirements**

50. Riders will be provided with a voucher for a meal at one of the designated Event vendors.
51. Bicycle Network will endeavour to ensure a range of meal options are available from the vendors to suit vegetarian, vegan and gluten free diets, however, Bicycle Network cannot guarantee availability of any meal or food item, or that the meal or food item is exactly as described.
52. Bicycle Network is not responsible for the preparation or service, including food safety requirements, of the meals or food items provided by the vendors.

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

53. Bicycle Network reserves the right, in its absolute discretion, to:
  - Change or vary the course of the Event without notice;
  - 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; and
54. 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**

55. Bicycle Network recommends Riders take out travel insurance that provides cover 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.



### **Photography**

56. 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. 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.

### **Privacy**

58. 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**

59. The Event will be held outdoors and may proceed notwithstanding poor weather conditions on the day of the Event. 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.
60. 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.
61. 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.
62. "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.
63. 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 and Conditions.