



## **Peaks Challenge Falls Creek 2022 Terms and Conditions of Entry**

These Terms and Conditions of Entry (“Entry Terms”) are designed to enable the Peaks Challenge Falls Creek on Sunday 13 March 2022 (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.

### **Rider Safety**

Bicycle Network is committed to ensuring the wellbeing of all participants at Peaks Challenge Falls Creek and will continually monitor their welfare throughout the Event.

Prior to registration on Saturday 12 March 2022, all bikes to be used on the Event must be inspected at Falls Creek. As per the Event Terms and Conditions, participants will be unable to register or start the Event without completing the bicycle and equipment check. The check is to inspect the operation of front and rear brakes and operating front and rear lights. Bike mechanics will also be present to assist with the bike inspection. Any bike that is considered to not satisfy the requirements will be forwarded to the bike mechanic for review and assistance as needed.

Below is a list of mandatory items that must be carried / used by all Peaks Challenge Falls Creek 2022 participants for the duration of the Event:

- Bike helmet
- Bike lights (front & rear) and spare batteries (if your lights require them)
- Rider ID (Event wristband and bike tag, provided at registration)
- Rain / wind jacket
- Gloves
- Secondary food supplies
- 2 x Drink bottles
- Puncture repair kit
- Tubes

### **Safe Cycling and Rider Etiquette**

Peaks Challenge Falls Creek is a ride, not a race. We expect all participants to be competent bike riders, to have trained for the Event and be familiar with riding on public roads. We also expect participants to have a well maintained bike and be able to perform basic repairs.

Once a rider signs on as a participant in the ride we provide as much information and education as possible to ensure they are well aware of the risks involved and their expected behaviour as a participant. It is important that riders do not take any risks that could put themselves or other riders and road users in a life threatening situation. Riders are advised to respect all road users and obey the road rules and Event officials at all times.

Bicycle Network will not support riders on the Event who do not obey the laws that cover road use by cyclists. Know your rights and responsibilities when cycling in the Alpine region.



The following guidelines are communicated to riders to assist them to complete the ride safely and incident free:

- When descending; ride within your limits, do not take any risks, keep left at all times
- Do not cross the white line in the centre of the road
- Do not overtake other riders on their left
- Limit your speed to 50km/h and take your time when descending down Falls Creek and Tawonga Gap
- Obey all road rules - whether you are on a closed or open road, the road rules do not change
- Do not ride on the wrong side of the road
- No overtaking on descending corners
- Obey all traffic signals and signs
- Ride to the left side of the left lane
- Use a hand signal if turning
- Use hand and voice signals when changing or altering the current course of your direction or moving state
- Do not ride more than two abreast, unless overtaking other riders
- Do not ride within 2m of the rear of a moving vehicle for more than 200m or hold onto a moving vehicle
- Obey all Event signals, signs, route marshals, motorcycle marshals and traffic controllers
- Keep left unless overtaking
- Do not litter along the route, dispose of all rubbish at aid stations - you are riding through a National Park, please respect the environment



### **Entry Requirements**

1. The Rider may elect to take part in the ride starting and finishing at Falls Creek
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 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 235km Event within 13 hours. Factor in the amount of breaks and non-riding time when calculating your estimated time to complete.
4. The Rider must be aged 16 years or older on the day of the Event to participate.
5. 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.
6. If the Rider is under the age of 18 years old on the day of the Event, the Rider must be accompanied on the ride by a registered rider over 18 years old ("Supervising Rider") as nominated at the time of registration. The Supervising Rider must provide a contact phone number.
7. Bicycle Network may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.

### **Pre Sale Pricing**

8. To receive the Pre Sale price, the Rider must enter and pay in full by 11:59pm on Sunday 28 March, 2021
9. Bicycle Network Members will receive 10% off the Pre Sale entry price at the time of purchase.
10. 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**

11. 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.
12. Cancellation requests, received via email before 5pm Friday 11 February 2022, will result in a full refund.
13. No refunds will be offered for cancellations received after 5pm Friday 11 February 2022 (AEST).
14. 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.
15. Any refunds related to COVID-19 is detailed in our [COVID-19 Refund Policy Summary](#)

### **Transfers**

16. The Rider may transfer his/her registration for the Event to another Rider via the online registration system. Online transfers must be completed at least 7 days before the Event date.



### **Ride communications**

17. Ride communications will principally be made via email. The Rider must therefore provide a valid email address upon registration.
18. 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**

19. 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.

### **Finisher's Gift**

20. Riders who register and pay in full for the Event before 7pm Saturday 12 March 2022 (AEST) will be eligible to receive the free Finisher's Gift
21. The Finisher's Gift is in the form of a Finisher's jersey for 235km participants
22. Riders who register and pay in full and then transfer, the person taking over the registration will be eligible to receive the free Finisher's Gift
23. Riders who break the law, litter intentionally on route, are disrespectful to their fellow riders or Event Team, or do not finish within the given time limit are not eligible for the Finisher's Gift

### **SAG Wagon**

24. SAG Wagons will be operating for the duration of the Event, to support Riders who have a mechanical break-down or are unable to continue riding to injury, illness or fatigue.
25. Bicycle Network will use its best endeavours to take due care in handling bicycles 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**

26. All online Event entries close at 12pm Friday 11 March 2022, unless sold out prior.

### **Acknowledgment and Waiver**

27. 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.
28. 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 fault or responsibility of Bicycle Network, the sponsors of the Event and any of their respective representatives.
29. 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 27 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 27 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**

30. During the Event, the Rider must comply with all traffic and road laws and regulations,



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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 may result in the Rider being removed from the Event and will not receive a registration refund.

31. The Rider must wear an Australian standard cycling helmet at all times during the Event while riding a bicycle.
32. 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**

33. Riders must ensure that their bike, equipment and clothing are suitable for the nature of road riding undertaken and alpine terrain travelled through during the Event.
34. 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.
35. All Riders are required to have their bike checked prior to taking part in the Event. Failure to have your bike checked 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. All Riders must wear or carry the following equipment and clothing for the duration of the Event;
  - Bike helmet as specified in clause 28;
  - Bike lights as specified in clause 29 for dark, wet, foggy or low visibility conditions;
  - Spare light batteries (if your light will require them due to extensive use);
  - Rider ID;
  - Rain jacket;
  - 2 x Drink bottles;
  - Puncture repair kit and tubes
  - 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.peakschallenge.com.au](http://www.peakschallenge.com.au) under the Event Information section.
37. Both front and rear lights must be operating (on) as a condition of starting the Event.



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

38. 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. 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 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.
40. In the Event that the Rider requires medical transport, Bicycle Network reserves the right to contact the Riders nominated Emergency Contact

### **Common Sense**

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

### **Meals and Dietary Requirements**

43. The standard meal types offered for the Event are standard, vegetarian, vegan and gluten free vegetarian.
44. If these options do not meet your dietary requirements, you must consider alternate ways in which to personally cater for your own meals.
45. Any special meal option for the Event is provided by Bicycle Network as a service to the Riders. Every effort is made by Bicycle Network and the appointed caterers to ensure that recipes and ingredients are controlled.
46. 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.
47. It is solely the Rider'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.peakschallenge.com.au](http://www.peakschallenge.com.au) under the Event Information section.

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

48. Bicycle Network reserves the right, in its absolute discretion, to:
  - Change or vary the route of any 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
49. 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**

50. 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.



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

51. 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.peakschallenge.com.au](http://www.peakschallenge.com.au) under the Event Information section.
52. Should any Rider be found riding before a sector is open they will be unsupported.
53. Should any Rider be found riding after the sector is closed they will be asked to retire from the Event and are required to use the support vehicles for transportation back to the Finish Site.
54. Should a Rider refuse to obey sector opening and closing times, they will be suspended from the Event and unsupported in their return to the finish site.

### **Private support vehicles**

55. Private support vehicles are not permitted on the Event course.
56. 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**

57. 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.
58. 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.
59. Participants in the Peaks Challenge Falls Creek, give their permission to have their details forwarded to the official photographer and timing contractor of the Event.

### **Privacy**

60. 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**

61. 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.
62. 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 Entry Terms or if it otherwise determines it appropriate to do so.
63. 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.
64. "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.
65. 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.



### **King and Queen of Peaks Promotion**

66. To be eligible for the KOM or QOM prizes all T&C must be adhered to.
67. Bicycle Network will award \$500 per person per climb to both the male and female riders with the fastest climb time on the three-main climbs as stated below;
  - a. Tawonga Gap
  - b. Mount Hotham
  - c. Falls Creek
68. Bicycle Network determines the start and finish location of each climb sector and the fastest times are determined by the data provided by the Event's official timing contractor
69. Riders must complete Peaks Challenge Falls Creek 2022 within the 13-hour deadline to be eligible for any of the KOM/QOM prize pool.
70. Riders are responsible for the correct mounting of the timing chip label.
71. Riders must always carry their own timing chip label. If found to bike swap or chip swap for any of the route both/all riders involved will be disqualified from the KOM/QOM prize pool.
72. Allocation and distribution of prize money is completely at the discretion of Bicycle Network Event Team Management. This includes (but not limited to) for if any reason is believed that cheating or manipulation of results or any activity not in the spirit of the competition has occurred, intentional or not.
73. Free of Charge participants are not eligible to win the KOM/QOM prize pool in any way.

### **COVID-19**

74. Riders must abide by all applicable COVID-19 Government restrictions and guidelines, and all CovidSafe measures implemented by Bicycle Network for the Event. Failure to do so will result in immediate expulsion from the Event.
75. Riders must not attend the Event if they:
  - a. have been in close contact with a COVID-19 positive person,
  - b. are an active COVID-19 case
  - c. are currently, or have recently experienced COVID-19 symptoms such as cough, fever, sore throat, fatigue or shortness of breath
  - d. are currently required by the DHHS (or other relevant state health authority) to be in quarantine or isolation