

## **Downer Brisbane to Gold Coast Cycle Challenge 2022** **Terms and Conditions of Entry**

These Terms and Conditions of Entry (“Entry Terms”) are designed to enable the 2022 Downer Brisbane to GoldCoast Cycle Challenge (the “Event”) to run effectively. By registering to participate in the Event, you (the “Rider”) accept and agree to be bound by these Entry Terms.

1. “The Organiser” is Bicycle Queensland Inc (ABN 11 428 868 797) and where appropriate includes officers, employees, agents, sponsors, volunteers and contractors.
2. Late entries will be accepted online until Saturday 22<sup>nd</sup> October 2022 12pm. An entry is not considered complete until all required Rider information is supplied, and full payment has been received.
3. If the Rider wishes to withdraw from the Event they must do so in writing (via email) to Bicycle Queensland before midnight Sunday 21<sup>st</sup> August 2022. Rider identification envelopes received before this date must be returned to Bicycle Queensland before the Event in order to receive any refund. The following cancellation policy will apply:
  - 3.1 A 50% cancellation fee will be incurred if the Rider withdraws on or before Sunday 21<sup>st</sup> August 2022.
  - 3.2 No refund will be provided to the Rider if they withdraw on or after Monday 21<sup>st</sup> August 2022.
4. A \$10 administration fee will be charged to re-issue Rider identification envelopes if the incorrect or incomplete address details have been provided during the entry process.
5. Entries are transferable until the postage cut-off date (12<sup>th</sup> of June 2022) and will incur a \$5 processing fee.
6. The Event is not a race and roads used will not be closed to traffic. Participation in the Event involves riding with other traffic and other cyclists in close proximity. The Rider acknowledges and accepts the hazards involved. The Rider must ride in a safe, responsible and courteous manner during the Event, and the Rider agrees to abide by the Queensland road rules and to follow directions given by the Organiser and Queensland Police.
7. The Rider must be able to maintain a minimum overall average speed of 17km per hour.
8. Start line for the 2022 event: On the South East Busway the Rider must enter from the Event start and cannot enter from one of the stations. Riders must not travel against the flow or in the north bound lane unless directed to do so by Police or Traffic Management.
9. The use of any form of headphone listening device is not permitted during the Event.
10. The Event will be held outdoors and will proceed regardless of poor weather. Only extreme weather may cause cancellation. The Rider accepts that conditions in which the Event is conducted may vary without warning. In the rare occurrence of an event cancellation, all participants will be contacted via SMS and a message will be posted on the event website and social media pages.
11. The Event will be conducted under appropriate COVID SAFE practices as required by the Queensland Government and local public health unit. In the occurrence of an event cancellation due to public health risks, the Organiser will give notice either orally or in writing (including by publication of the details of the

Organiser's website or social media pages (for example Facebook). The Rider is advised to check the same in regular intervals.

12. Private support vehicles are not permitted along the bike route or at rest stops.

13. Only standard human-powered or electric power-assisted bicycles, unicycles or tricycles are permitted on the Event. Scooters, combustion engines and power-assisted drives capable of generating over 250 watts are not permitted on the Event. Refer to Legal motorised bicycles in the Queensland bicycle road rules.

14. Animals are not permitted on the Event unless the animal is a registered support or assistance animal and the approval of the Event Director is given.

15. The Rider is responsible for ensuring they are physically and mentally capable of completing the Event. Any Rider with a specific medical condition that may affect their own safety, or the safety of others should advise the Organiser in writing prior to the start of the Event.

16. It is the Rider's responsibility to have available, as they need, water, suitable food and/or medication which may be necessary to treat any particular medical condition from which they suffer.

17. The Rider must ensure their bicycle is in sound mechanical condition prior to and on the Event.

18. Event identification as provided must be worn by the Rider, with rider id numbers fully visible from the front. Event identification such as wrist bands and bike bibs remain the property of the Organiser until the Rider crosses the finish line and must be handed over to a properly identified official when asked.

19. Progressive closing times for locations along the bike route will be noted. If the Rider falls behind these closing times, they must either board the SAG Wagon for transportation further along the route or hand over his/her ID and continue on alone and unsupported (essentially not as a Rider) or make private arrangements to leave the event.

20. The Organiser will use their best endeavours to take due care in handling bikes and personal property transported during the Event, but is not responsible for any loss, damage, cost or expense that the Rider may suffer or incur as a result of the Organiser, their employees, agents or contractors handling their bike or personal property.

21. Children not pedalling but being carried by a parent or guardian do not need to enter or pay a fee but will not receive a rider kit or merchandise. Riding in a trailer or child seat is permitted.

22. Children under the age of 14 at the time of the Event must not pilot their own bike on the Event unless permission is granted by the Event Director. Riding on a tandem rear or tagalong is permitted.

23. Persons under the age of 16 at the time of the Event may pilot their own bike but must be accompanied by an adult guardian at all times.

24. Persons under the age of 18 require the consent of their parent or guardian to participate in the Event. The parent or guardian shall provide their name and signature as evidence of consent and acceptance of the Entry Terms. The parent or guardian agrees to release and indemnify the Organiser in the same manner and to the same effect and extent as if they were the person first named on the entry form and participating in the Event.

25. Communications may be made via email. The Rider should provide a valid email address or if they do not have access to an email address, they should make every effort to read updates posted on the Event website.

26. The Rider consents to receiving and agrees to read all information that is made available on the Event website, on the Organiser's social media pages, in email correspondence, via postal services and all other literature concerning the Event.

27. The Organiser 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 may not be available to all riders and can be added or removed at the discretion of the Organiser.

28. The Rider acknowledges that video footage and still images may be taken during the Event by official photographers and other participants, and that these images may be used by the Organiser, event sponsors and stakeholders for promotional and publicity purposes, operational assessments and related cycling activities. The Rider consents to the use of such images for these purposes upon registration.

29. The Organiser collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy Statement (see [www.bq.org.au](http://www.bq.org.au)). The Organiser uses personal information for the purposes of conducting and administering the Event and other related activities, including identification of participants, communicating with Riders, and providing Riders with promotional material. The Organiser may share Rider information with third parties as required, including, but not limited to disclosing Rider's personal information to relevant event medical officials, charity partners, event photographer, and sponsors. All information remains the property of the Organiser. Event participants will receive essential event information and promotional information via email and SMS for the duration of the event period. Event participants may receive emails and SMS notifications for future Bicycle Queensland events.

### **Cancellation and re-scheduling**

30. All merchandise purchased is non-refundable.

31. Except as otherwise stated in these Entry Terms, the Organiser is under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the Rider.

32. Conduct which, in the opinion of the Organiser, has, may or will result in a breach of these Entry Terms, harm or damage to any Rider or their property, illegal activity, bad language, or other antisocial behaviour, may result in the Rider's removal from the Event.

33. The Organiser reserves the right to refuse participation in the Event to any person without providing a reason, even though that person may be in possession of a valid entry.

34. The Organiser reserves the right to change the venues, the route, the options, any information published about the Event or items provided on the Event without notice.

35. The Organiser 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, if the Rider is denied participation to or removed from the Event for any reason.

36. The Organiser does not accept any liability, nor can be held liable, to the Rider for any loss, damage, cost or expense of any kind including, but not limited to, refund of entry fees, due to program changes, poor weather before or during the Event or postponement or cancellation of all or part of the Event due to circumstances beyond the control of the Organiser including (but not limited to) weather, safety, theft, disaster, accident, strike, public health concerns or emergency or on the recommendation of government authority or agency.

37. The Organiser has the right, in its absolute discretion, to change, reschedule or cancel the Event at any time (even after its commencement):

a) as a result of unforeseen events or circumstances beyond the control of the Organiser including, but not limited to:

I. Poor weather

II. Theft

III. Disaster

IV. Accident

V. Strike; or

VI. Recommendations of any government authority or agency; or

b) If it becomes concerned about a health or safety risk(s) to the public and/or entrants of the Event.

38. The Organiser will use its best endeavours to re-schedule where possible, rather than cancelling the Event. The Organiser may re-schedule the Event to a date and time elected by it in its absolute discretion (“the rescheduled event 23 October 2022”).

39. In the occurrence of the Event being re-scheduled, the Organiser will transfer all entry fees paid by the Rider to the re-scheduled event date without penalty or additional fee to the Rider.

40. In the occurrence of the Event being cancelled, the Rider will have the following options:-

a) Transfer the Rider’s entry fee to the 2023 event. This is not transferrable and cannot be exchanged for cash.

b) The Rider can opt to transfer their entry fee directly to Bicycle Queensland to support education and advocacy work and Bicycle Queensland’s mission of more people riding bikes more often.

c) The Rider can request a refund within 30 days of the Event is cancelled by the Organiser pursuant to clause 37 above or the Rider is unable to participate because of Government imposed travel restrictions that prevent travel due to Covid 19. The Organiser will deduct a \$20.00 plus GST administration fee from the entry fees paid by the Rider.

41. Provided a minimum of 14 days notice (“the notice period”) is given to the Rider of the re-scheduled event date, no refunds will be given to the Rider if they are unable to attend or participate for any reason. The Rider accepts that 14 days notice is a reasonable period.

42. Notice of a change to, re-scheduling or cancellation of the Event can be effected by the Organiser either orally or in writing (including by publication of the details of the Organiser’s website or social media pages (for example Facebook). The Rider is advised to check the same in regular intervals. Notice of the re-scheduled event date can also be effected by the Organiser either orally or in writing (including by publication of the details of the Organiser’s website or Facebook page).

### **Acknowledgment and Waiver**

43. The Rider acknowledges and understands that cycling activities are dangerous recreational activities and that by participating in them they are exposed to certain risks including injury, death and damage to their property, including as a result of the negligence or breach of contract of the Organiser.

44. In consideration of the Organiser permitting the Rider to enter and participate in the Event, the Rider hereby releases and indemnifies the Organiser 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 Event including as a result of the negligence, breach of duty, breach of care or other fault or responsibility of the Organiser.

45. If the Rider is a parent or guardian of a person under 18 years (“Under Age Child”) who is participating in the Event, that the 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 the Organiser for and on behalf of the Under Age Child that the release and indemnity contained in the previous clause applies with full force and effect to the Under Age Child and that the Rider and any spouse or de-facto 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 the previous clause being rendered inoperative, of no effect or being declared or ordered by a court of law as not applying to the Under Age Child.

### **Insurance**

46. All Riders should hold public insurance of at least \$5,000,000.00 which covers them when riding and is current on the date of the Event.

47. If you do not hold valid insurance, a \$20.00 insurance fee is payable by you at the time of registration for the Event. This will provide you with public liability insurance of up to \$5,000,000.00 whilst participating in the Event.

