## **Her Ride Terms & Conditions**

"The Event" is Her Ride.

"The Organiser" is Bicycle Queensland Inc ABN 11 428 868 797 and includes where appropriate officers, employees, agents, volunteers, and contractors.

By registering to participate in the Event, you (the "Participant") accept and agree to be bound by these Entry Terms.

Entries close when the course sells out.

## REFUND, CANCELLATION & RE-SCHEDULING POLICY

If the Participant wishes to withdraw from the Event they must do so in writing (via email) to The Organiser.

Entries are not transferable.

The Organiser is under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the Participant.

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 Participant or their property, illegal activity, bad language, or other antisocial behaviour, may result in the Participant's removal from the Event.

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.

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.

The Organiser is not liable to the Participant for any loss, damage, cost or expense of any kind, including (but not limited to) refund of entry fees, if the Participant is denied participation to or removed from the Event for any reason.

The Organiser does not accept any liability, nor can be held liable, to the Participant 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.

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:
- poor weather;
- ii. theft;
- iii. disaster;
- iv. bushfires;
- v. floods;
- vi. accident;
- vii. strike; or
- viii. 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.

An entry is not considered complete until all required participant information is supplied and payment in full has been received.

## **Entry Terms**

Participation in The Event involves riding on and crossing public roads used by other traffic and other cyclists in close proximity. The Participant acknowledges and accepts the hazards involved.

The Participant must ride in a safe, responsible and courteous manner during The Event and use common sense at all times.

The Participant agrees to abide by the Queensland Road Rules and to follow directions given by The Organisers and Queensland Police.

The Event will be held outdoors and will proceed notwithstanding poor weather. Only extreme weather may cause cancellation. The Participant accepts that conditions in which The Event is conducted may vary without warning.

The Participant must ensure they are of sufficient riding competence to take part in the event and their bicycle is in sound mechanical condition.

The Participant is responsible for ensuring they are physically and mentally capable of completing the event. Anyone with a specific medical condition that may affect their own safety or the safety of others should advise The Organiser.

Persons under 18 years of age the time of The Event are not permitted to participate.

Communications will principally be made via email after registration. The Participant must provide a valid email address.

Only standard human powered or electric power assisted bicycles are permitted in The Event, but the motor must stop operating when a speed of 25km/h is reached and the pedals must be used to keep the motor operating.

The Participant 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 Participant consents to the use of such images for these purposes.

The Participant takes full responsibility for the security of personal possessions including but not limited to bicycles, helmets and other valuable items at all times during the event. The Organiser will not be liable for any possessions that are lost or stolen.

It is the Participant's responsibility to have available, as they need, suitable food and/or medication which may be necessary to treat any particular medical condition from which they require treatment for.

The Organiser collects, uses, discloses and otherwise handles the Participant's personal information in accordance with the terms of its Privacy Policy Statement. The Organiser uses personal information for the purposes of conducting and administering the Event and other related activities, including for identifying participants, communicating with participants, and for providing participants with promotional material.

By entering The Event the Participant accepts and agrees to be bound by these conditions.

## **Risk Acknowledgment**

The Participant 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 Organisers.

To the fullest extent permitted by law, The Participant releases and indemnifies The Organiser, event sponsors, event funding bodies, beneficiaries and their respective committee members, directors, employees, contractors, volunteers and representatives, the owners, licensees and occupiers of land and property upon which The Event or any part of it is conducted including statutory bodies and local authorities against all and any actions or claims which may be made by The Participant or on their behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to The Participant or their property whether by negligence, breach of contract or in any way whatsoever.