



## **The Big Beach Ride 2019 Terms and Conditions of Entry**

These Terms and Conditions of Entry ("Entry Terms") are designed to enable The Big Beach Ride 2019, (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.

- 🚲 "The Organiser" is Bicycle Queensland Inc (ABN 11 428 868 797) and where appropriate includes officers, employees, agents, sponsors, volunteers and contractors.
- 🚲 Online entries close at midday on Wednesday 16 October 2019. Late entries will be accepted on Sunday 20 October. An entry is not considered complete until all required rider information is supplied, and full payment has been received.
- 🚲 Late entrants may not receive inclusive merchandise or entry into the prize draw.
- 🚲 Entries are not transferable.
- 🚲 If the Rider wishes to withdraw from the Event they must do so in writing to Bicycle Queensland before online entries close. 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:
  - A 25% cancellation fee will be incurred if the Rider withdraws up until midday Thursday 19 September.
  - A 50% cancellation fee will be incurred if the Rider withdraws up until midday Wednesday 16 October.
  - No refunds will be given after online entries close and no alterations will be permitted.
- 🚲 A \$10 administration fee will be charged to reissue rider identification envelopes if the incorrect or incomplete address details have been provided during the entry process.
- 🚲 No refund will apply to pre-paid team entries that remain incomplete.
- 🚲 The Event is not a race and roads used may not be closed to traffic. Participation in the Event involves riding on public roads used by 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.
- 🚲 The use of any form of headphone or listening device is not permitted on the Event.
- 🚲 The Event will be held outdoors and will proceed in spite of poor weather. Only extreme weather may cause cancellation. The Rider accepts that conditions in which the Event is conducted may vary without warning.
- 🚲 Private support vehicles are not permitted along the bike route or at rest stops.
- 🚲 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 200 watts are not permitted on the Event.
- 🚲 Animals are not permitted on the Event unless the Rider is dependant on the animal and the approval of the Event Director is given.
- 🚲 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.
- 🚲 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 medical condition from which they suffer.
- 🚲 The Rider must ensure their bicycle is in sound mechanical condition prior to and on the Event.

- 🚲 Event identification as provided must be worn by the Rider, with bike bibs 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.
- 🚲 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.
- 🚲 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 handling their bike or personal property.
- 🚲 Children under 5 or 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.
- 🚲 Children under 14 must not pilot their own bike on The Big Beach Ride 45km or 80km route options without written approval from the Event Director. Riding on a tandem rear or tagalong is permitted.
- 🚲 Children under 16 at the time of the Event must be accompanied by an adult guardian at all times.
- 🚲 Persons under 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.
- 🚲 Communications will principally 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 Organiser's website and social media pages.
- 🚲 The Rider consents to receiving and agrees to read all information that is made available on the Organiser's website, in email correspondence and all other literature concerning the Event and other events/activities conducted by The Organiser.
- 🚲 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.
- 🚲 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/privacy](http://www.bq.org.au/privacy)). The Organiser uses personal information for the purposes of conducting and administering the Event and other related activities, including for identifying participants, communicating with Riders, and for providing Riders with promotional material. The Organiser may share your information with third parties as required, including (but not limited to) disclosing your personal information to relevant event medical officials, charity partners for the purposes of issuing tax receipts and event photographers. 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.
- 🚲 The Organiser shall not be liable for variances in merchandise sizes actually provided. All merchandise purchased is non-refundable.
- 🚲 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.
- 🚲 Conduct which, in the opinion of The Organiser, has, may be or will result in a breach of these conditions, 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.
- 🚲 The Organiser reserves the right to refuse admission to the Event to any person without providing a reason, even though that person may be in possession of a valid ticket.

- 🚲 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 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 access to or removed from the Event for any reason.
- 🚲 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, 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 or direction by any government authority.

#### Acknowledgment and Waiver

- 🚲 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.
- 🚲 In consideration of The Organiser permitting the Rider to enter and participate in the Event, the Rider hereby releases and indemnifies The Organiser and any of their 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 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 and any of their respective representatives.
- 🚲 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.