

## **Around the Bay in a Day® 2010 Terms and Conditions of Entry**

These Terms and Conditions of Entry (“Entry Terms”) are designed to enable the Around the Bay in a Day® 2010 bike ride on Sunday 17 October 2010 (the “Ride”) to run smoothly and safely. By registering to participate in the Ride, you (the “Rider”) accept and agree to be bound by these Entry Terms:

### **Entry Requirements**

1. The Rider may elect to take part in the 250km, 210km, 100km, 80km or 50km ride (“Ride Options”). The ride lengths may not be exactly these distances.
2. The Rider may change his/her Ride Option using the online registration system. If the Rider changes to a Ride Option with a higher entry fee, the Rider will be required to pay and will be charged the difference between the entry fee paid and the higher entry fee. If the Rider changes to a Ride Option with a lower entry fee, the difference between the entry fee paid and the lower entry fee will not be refunded. No changes to Ride Options will be permitted after 5pm, Tuesday 31 August 2010 (AEST).
3. A registration is not considered to be complete, and a place held in the rider's preferred ride option until all required rider information is supplied and payment in full has been received.
4. The Rider warrants that he/she has prior experience or will obtain experience riding in groups and be able to maintain a minimum average speed of 20km per hour.
5. For the **250km** and **210km** Ride Options – the Rider must be aged 15 years or older on the day of the Ride.
6. For the **100km**, **80km** and **50km** Ride Options – the Rider must be aged 12 years or older on the day of the Ride.
7. If the Rider is under the age of 18, the Rider's parent / Guardian<sup>1</sup> must give their consent when requested during registration. The parent / Guardian must provide a contact phone number.
8. If the Rider is under the age of 15 years old on the day of the Ride, 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 for the 50km and 100km ride. The Supervising Rider must provide a contact phone number.
9. Only students 12 years and over enrolled at school and their Supervising Rider are allowed to enter the 80km School Challenge. Riders must be accompanied on the ride by a Supervising Rider as nominated at the time of registration for the 80km School Challenge. The Supervising Rider must provide a contact phone number.
10. Bicycle Victoria may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.

### **Cancellations**

11. If the Rider wishes to cancel his/her participation in the Ride, the Rider must notify Bicycle Victoria in writing, providing his/her name, address, event number and reason for cancelling.
12. Written cancellations received before 5pm, Friday 11 June 2010 (AEST) will be refunded 75% of their entry fee.
13. Written cancellations received after 5pm, Friday 11 June but before 5pm, Tuesday 31 August 2010 (AEST) will be refunded 50% of their entry fee.
14. No refunds will be offered for cancellations received after 5pm, Tuesday 31 August 2010 (AEST).
15. Except as otherwise stated in these Entry Terms and as required by law, Bicycle Victoria is under no obligation to refund monies or entry fees due to non use, cancellation, failure to participate or dissatisfaction by the Rider.

**Sunday 17 October** <sup>1</sup> “A person who is the guardian of a child has the responsibility for the long term welfare of the child and has all the powers, rights and duties of a guardian.” Family Law Act 1975 [www.aroundthebay.com.au](http://www.aroundthebay.com.au)

### Transfers

16. The Rider may transfer his/her registration for the Ride via the online registration. Transfers will not be offered after 5pm, Tuesday 31 August 2010 (AEST).
17. All transfers will incur a \$20 administration fee. The transfer fee must be paid online by the person giving up the registration.
18. The new rider reimburses the registration cost directly to the rider giving up the registration.

### Ride Communications

19. Ride Communications will principally be made via email. The Rider should therefore provide a valid email address. If the Rider does not have access to an email address, the Rider should make every effort to read the monthly email newsletter which will be posted on the Bicycle Victoria website at [www.aroundthebay.com.au](http://www.aroundthebay.com.au). The newsletter will generally be posted on the first Monday of each month prior to the Ride.
20. It is the Rider's responsibility to read all information that is made available on the Bicycle Victoria website, in email newsletters, the Ride Guide and all other literature concerning the Ride.

### Mode of Transport

21. Only standard, human-powered bicycles are permitted on the **250km, 210km, 100km and 80km** Ride options. Unicycles, scooters, motorised and power-assisted bicycles, child seats, tagalongs, trailers and animals are not permitted on the 250km, 210km, 100km and 80km Ride Options.
22. Only standard human-powered bicycles including unicycles are permitted on the **50km** Ride Option. Scooters, motorised and power-assisted bicycles, child seats, tagalongs, trailers and animals are not permitted on the 50km Ride Option.

### Free Merchandise

23. Riders who register and pay in full for the **250km, 210km, 100km or 80km** Ride Options before 5pm, Friday 11 June 2010 (AEST) ("The Free Jersey Early Incentive Closing Date") will be eligible to receive a free cycling jersey produced by SCODY.<sup>2</sup>
24. Riders who register and pay in full for the **50km** Ride Option before 5pm, Friday 1 October 2010 (AEST) will be eligible to receive a free t-shirt.
25. Riders who register prior to The Free Jersey Early Incentive Closing Date and transfer their registration after this date are not entitled to receive the free jersey. The person taking over the registration will be mailed the jersey.

### 100km Ride Option Transport

26. Transport bookings for the 100km ride option are non-refundable. Riders are able to complete their registration and add this option closer to the event.
27. Transport bookings for the 100km ride option will close at 5pm, Friday 1 October 2010 (AEST).
28. Bicycle Victoria will use its best endeavours to take due care in handling bikes transported to the start of the 100km Ride, but is not responsible for any loss, damage, cost or expense that the Rider may suffer or incur as a result of Bicycle Victoria handling his/her bike.

### Closing Dates for entries

29. **250km, 210km, 100km, 80km & 50km** Ride Option entries close at 5pm, Friday 1 October 2010 (AEST).
30. **50km** Ride Option entries will re-open 11am Friday 15 October until 8am Sunday 17 October 2010 (AEST). Late entries will incur an administration fee of \$20 in addition to the normal entry price.

### Acknowledgment and Waiver

31. The Rider acknowledges and agrees that participation in the Ride is inherently dangerous and that he/she participates in the Ride at his/her own risk.

**Sunday 17 October** <sup>2</sup> See Bicycle Victoria's website for details of the SCODY Free Cycling Jersey Size Guarantee. [www.aroundthebay.com.au](http://www.aroundthebay.com.au)

32. In consideration of Bicycle Victoria permitting the Rider to enter and participate in the Ride, the Rider hereby releases and indemnifies Bicycle Victoria, the sponsors of the Ride 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 Ride including as a result of the negligence, breach of duty, breach of care or other fault or responsibility of Bicycle Victoria, the sponsors of the Ride and any of their respective representatives.
33. 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 Ride and agrees to take full and sole responsibility for the Under Age Child's safety and participation in the Ride. The Rider further agrees and undertakes to Bicycle Victoria for and on behalf of the Under Age Child that the release and indemnity contained in clause 32 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 32 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**

34. During the Ride, the Rider must comply with all traffic and road laws, all directions issued by Police and all instructions given by Bicycle Victoria or any employees or officials representing Bicycle Victoria at the Ride. Failure to do so may result in the Rider being removed from the Ride and will not receive a registration refund.
35. Riding over the Westgate Bridge: There is to be no stopping on the bridge at any time. It is illegal to ride on the bridge prior to it being officially opened by event marshals. Fines apply.
36. The Rider must wear an Australian standard cycling helmet at all times during the Ride while riding a bicycle.
37. The rider of a bicycle must not ride at night, or in hazardous weather conditions causing reduced visibility, unless the bicycle, or the rider, displays—
- (a) a flashing or steady white light that is clearly visible for at least 200 metres from the front of the bicycle; and
  - (b) a flashing or steady red light that is clearly visible for at least 200 metres from the rear of the bicycle; and
  - (c) a 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.

#### **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 Ride. If the Rider has any health issues or doubts prior to the Ride, he/she should immediately seek appropriate medical advice.
39. If, during the Ride, the Rider becomes ill or is injured, Bicycle Victoria will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider's expense. (Bicycle Victoria recommends that Riders hold current ambulance service membership and /or health insurance to cover such costs; Bicycle Victoria membership includes bike crash insurance for bicycle accidents. Please visit [www.bv.com.au](http://www.bv.com.au) for more details)

#### **Common Sense**

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

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### **Meal and dietary requirements**

40. Bicycle Victoria offers three standard meal types for the 250km, 210km, 100km, and 80km Ride Options, namely, Non-Vegetarian, Vegetarian and Gluten Free.
41. If these options do not meet your dietary requirements, you must consider alternate ways in which to personally cater for your own meals.
42. Any special meal option for the Ride is provided by Bicycle Victoria as a service to the Ride Participants. Every effort is made by Bicycle Victoria and the appointed caterers to ensure that recipes and ingredients are controlled.
43. Bicycle Victoria 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 Victoria and or the caterer's reasonable control.
44. It is solely the Ride Participant'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.

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

45. Bicycle Victoria reserves the right, in its absolute discretion, to:
- change or vary the route of any of the Ride Options without notice;
  - cancel, postpone, reschedule or change the time or place for the Ride or any of the Ride Options for any reason and at any time prior to the commencement of the Ride; and
  - Bicycle Victoria is not responsible for or liable to the Rider for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise and howsoever and wheresoever incurred by the Rider resulting from any such action taken by Bicycle Victoria.

### **Private support vehicles**

46. Private support vehicles are not permitted on the Ride.

### **Photography**

47. The Rider acknowledges and agrees that he/she may be photographed or filmed during the Ride and consents to Bicycle Victoria using the Rider's picture and likeness contained in any photographs or film for publicising the Ride and for promoting any future ride or event to be staged by Bicycle Victoria.
48. The parent/Guardian acknowledges and agrees that their Under Age Child may be photographed or filmed during the Ride and consents to Bicycle Victoria using the Rider's picture and likeness contained in any photographs or film for publicising the Ride and for promoting any future ride or event to be staged by Bicycle Victoria.

### **Privacy**

49. Bicycle Victoria collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy Statement (see [www.bv.com.au](http://www.bv.com.au) (Search "privacy" for full details). All information remains the property of Bicycle Victoria.
50. The Rider consents to his/her details being shared with the following:
- The Smith Family: for online fundraising registration; and
  - Marathon Photos: for online photography identification and sales
  - News Limited and/or Fairfax Media Ltd: for publication of a newspaper lift-out listing the name, suburb and ride option of all Riders. The Rider may opt out of the publication, either during online registration or by contacting [Bicycle Victoria](http://Bicycle Victoria) before 5pm, Thursday 7 October 2010 (AEST).

### **Other**

51. The Ride will be held outdoors and may proceed notwithstanding poor weather conditions on the day of the Ride. Bicycle Victoria 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 or during the Ride.

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52. Bicycle Victoria reserves the right, in its absolute discretion, to refuse to allow the Rider to participate in the Ride or to remove the Rider from the Ride for breach of these terms and conditions or if it otherwise determines it appropriate to do so.
53. Bicycle Victoria 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 Ride for any reason.
54. "Bicycle Victoria" means the Bicycle Victoria Incorporated ABN 41 026 835 903 and includes where appropriate Bicycle Victoria's employees, agents, contractors and officers.



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