



2009 Great Escapade – Western Australia Terms and Conditions of Entry

Last Updated 15/08/2008

These Terms and Conditions of Entry (“**Entry Terms**”) are designed to enable the 2009 Great Escapade – Western Australia Bike Ride from 28 March to 5 April 2009 and the 2009 Busselton Breakaway Ride from 28 March to 29 March 2009 (the “Ride”) to run smoothly and safely. By registering to participate in the Ride, you (the “Ride Participant”) accept and agree to be bound by these Entry Terms:

Entry Requirements

1. The Ride Participant may elect to take part in the 2009 Great Escapade Bike Ride or the Busselton Breakaway Ride (“Ride Options”).
2. The Ride Participant may enter via an online or paper entry form. Changes may be made, refer to “Changes to Ride Option” section. No changes to Ride Options will be permitted after 5pm, Friday 13 March 2009 (AEDST).
3. If the Ride Participant is under the age of 18, the Ride Participant must have a parent or guardian sign the entry form and consent to their participation in the Ride.
4. If the Ride Participant is aged 15 years or younger on the day of the Ride, the Ride Participant must be accompanied on the ride by a Parent / Guardian.
5. It is recommended that Children Under 12 travel on a bike with a parent or guardian in a bike seat, trailer, tag-a-long or similar.
6. Bicycle Victoria may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.

Ride Participant categories for fee structure

7. An adult is defined as a person who is 18 years or older on the first day of the Ride.
8. A youth 17 and under is defined as a person who is as young as 13 and as old as 17 on the first day of the Ride.
9. A child 12 and Under is defined as a person who is as young as 6 and as old as 12 on the first day of the Ride.
10. An infant 5 & under is defined as a person who as old as 5 on the first day of the Ride.

Early Entry Offers

11. To receive the early entry offers, a deposit or full payment must be received by 5pm AEDST 31 October 2008.
12. Participants may choose one of the Free Bike Transport Options offer or receive a Great Escapade Rider Jersey.
13. The early entry offers are not available to Infant Under 5 entries.

Free Transport Offer

14. Bikes can be transport from Melbourne, Sydney, Brisbane and Adelaide only.
15. Bike must be boxed for transport - a bike can be provided by Bicycle Victoria or you can use your own.
16. It is the rider's responsibility to get the bike to the designated drop off/pick up locations at the allocated day and time.
17. Bikes will arrive in Margaret River no earlier than 1 day prior to the Ride.
18. Only bikes will be accepted - no other gear is to be packed into the box.
19. Reasonable care will be taken with your bike however Bicycle Victoria does not accept any responsibility for loss or damage.

Deposits

20. Deposits are non-refundable and are only available on the cost of the Great Escapade Bike Ride ticket only.
21. Deposits will only be accepted for entries received up until 5pm AEDST 31 October 2008.
22. Any new entries received after this date will be required to pay the amount in full.
23. Balance of deposits are due by 15 February 2009.

Cancellations

24. If the Ride Participant wishes to cancel his/her participation in the Ride, the Ride Participant must notify Bicycle Victoria in writing, providing his/her name, address, event number and reason for cancelling.
25. Written cancellations received before 5pm, Friday 27 February 2009 (AEDST) will be refunded their entry fee and transport costs less \$200.
26. No refunds will be offered for cancellations received after 5pm, Friday 27 February 2009 (AEDST).
27. Except as otherwise stated in these Entry Terms, Bicycle Victoria is under no obligation to refund monies or entry fees due to non use, cancellation, failure to participate or dissatisfaction by the Ride Participant.

Changes to Ride Options

28. Participants may add a new option up until 13 March 2009 at no cost.
29. Participants may add, change and remove Ride Options Online via Your Home Page until 13 March 2009 or until option sold out. Your personal details can be changed at no cost.
30. If the balance is greater than the original payment participants will directed to pay via credit card. If the balance is less than the original payment participants will not be automatically refunded for the remaining amount. Participants must call the Bicycle Victoria office on 03 8636 8888 to request a refund. A \$20 administration charge applies to all refunds.

31. Changes made via paper form: If the balance is greater than the original payment, payment must be accompanied with the entry form. If the balance is less than the original payment you will be refunded for the remaining amount less a \$20 administration charge.

Travel Insurance

32. The Ride Participant may choose to purchase an external optional travel insurance policy which may cover them in case of cancellation.
33. Bicycle Victoria Members that participate in the Ride have travel insurance included in their Membership
34. The Ride Participant should refer to the policy details available at www.bv.com.au.

Transfers

35. The Ride Participant may transfer his/her registration for the Ride. A request for a transfer must be received in writing by Bicycle Victoria before 13 March 2009 (AEDST).
36. The original entry fee, less \$200 will be applied to the new Ride Participant's entry. The entry price will be the same as any new entry received on the same day. The balance of the entry may be paid by either Ride Participant.

Ride Communications

37. Ride Communications will principally be made via email. The Ride Participant should therefore provide a valid email address. If the Ride Participant does not have access to an email address, the Ride Participant should make every effort to read the monthly email newsletter which will be posted on the Great Victorian Bike Ride website at www.greatrides.com.au. The newsletter will be posted on the third Tuesday of each month prior to the Ride.
38. It is the Ride Participant'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.

Closing Dates for entries

39. Early entries on the Great Escapade and Busselton Breakaway Bike Ride (Free bike transport and Rider Jersey) are due by 5pm AEDST Friday 31 October 2008.
40. Entries for the Ride close 5pm, Friday 13 March 2009 (AEDST). After this date, entry can only be taken at the start of the Ride in Margaret River.

Acknowledgment and Waiver

41. The Ride Participant acknowledges and agrees that participation in the Ride is inherently dangerous and that he/she participates in the Ride at his/her own risk.
42. In consideration of Bicycle Victoria permitting the Ride Participant to enter and participate in the Ride, the Ride Participant 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 Ride Participant may suffer or incur arising from or connected with the Ride Participant'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.

43. If you are acting as the guardian for a child that Ride Participant consents to the under age child participating in the Ride and agrees to take full and sole responsibility for the child's safety and participation in the Ride.

Compliance with Laws

44. During the Ride, the Ride Participant 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 Ride Participant being removed from the Ride.
45. The Ride Participant must wear an Australian standard cycling helmet at all times during the Ride while riding a bicycle.

Preparation, Training, Health and Safety

46. The Ride Participant is responsible for ensuring that he/she has adequately and appropriately prepared both physically and mentally for the Ride. If the Ride Participant has any health issues or doubts prior to the Ride, he/she should immediately seek appropriate medical advice.
47. If, during the Ride, the Ride Participant becomes ill or is injured, Bicycle Victoria will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Ride Participant's expense. (Bicycle Victoria recommends that Ride Participants hold current ambulance service membership and/or health insurance to cover such costs; Bicycle Victoria membership includes ambulance and bike crash insurance for bicycle accidents.) Refer to the policy details available at www.bv.com.au.
48. Where a Ride Participant becomes seriously ill or injured and are unable to ride, the Ride Participant will be considered no longer participating in the Ride.

Common Sense

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

Special requirements

51. Bicycle Victoria will use all reasonable endeavours to cater for disabilities where reasonably able to do so.
52. Bicycle Victoria will consider written requests before the Ride for personal assistance with specific health matters including refrigeration of prescription drugs.
53. Where a Ride Participant requires a sleep apnoea machine, they will be required to bring a battery powered machine. Bicycle Victoria will assist in charging the batteries each day.

Meal and dietary requirements

54. Bicycle Victoria offers two standard meal types, namely Non-Vegetarian and Vegetarian.

55. Where another dietary option is offered the description of that option will be provided. If these options do not meet your dietary requirements, you must consider alternate ways in which to personally cater for your own meals.
56. Bicycle Victoria cannot facilitate the storage, transport or cooking of self catered meals.
57. Any special meal option for the Ride is provided by Bicycle Victoria as a service to the Ride Participants and its members. Every effort is made by Bicycle Victoria and the appointed caterers to ensure that recipes and ingredients are controlled
58. 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.
59. 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.

Behaviour

60. Conduct which, in reasonable opinion of Bicycle Victoria, is inappropriate in accordance with the standards published at www.greatescapade.com.au may result in the Ride Participant being expelled from the Ride.

Alcohol and Illicit drugs

61. Bringing, consuming or possessing alcohol or illicit drugs on to the campsite is strictly prohibited. You must not remove alcohol from the licensed area.
62. Drunkenness or under-age drinking will not be tolerated and may be referred to the Police.
63. The campsite is a non-smoking area. There will be designated smoking areas for this purpose.

Ride and Ride Option Variation

64. Bicycle Victoria reserves the right , in its absolute discretion, to:
 - (a) change or vary the route of any of the Ride Options without notice;
 - (b) 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; andBicycle Victoria is not responsible for or liable to the Ride Participant for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise and howsoever or wheresoever incurred by the Ride Participant resulting from any such action taken by Bicycle Victoria.

Private support vehicles

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

Photography

66. The Ride Participant acknowledges and agrees that he/she may be photographed or filmed during the Ride and consents to Bicycle Victoria using the Ride Participant'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

67. Bicycle Victoria collects, uses, discloses and otherwise handles the Ride Participant's personal information in accordance with the terms of its Privacy Policy Statement (see www.bv.com.au (Search "privacy" for full details). All information remains the property of Bicycle Victoria.

Other

68. The Ride will be held outdoors and will proceed notwithstanding poor weather conditions on the day of the Ride. Bicycle Victoria is not liable to the Ride Participant 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.

69. Bicycle Victoria reserves the right, in its absolute discretion, to refuse to allow the Ride Participant to participate in the Ride or to remove the Ride Participant from the Ride for breach of these terms and conditions or if it otherwise determines it appropriate to do so.

70. Bicycle Victoria is not liable to the Ride Participant for any loss, damage, cost or expense of any kind, including but not limited to, the refund of the entry fee, if the Ride Participant is denied access to or removed from the Ride for any reason.

71. No animals are permitted on the Ride with the exception of a request made by a Ride Participant for a Guide Dog.

72. Bicycle Victoria will transport your luggage between campsites. Each Ride Participant is allowed one bag for luggage weighing up to 20kg or 2 bags weighing 10kg each. Overweight bags will not be handled by Bicycle Victoria staff, contractors or Volunteers and will incur a \$50 fee. Reasonable care will be taken with your luggage however Bicycle Victoria does not accept any responsibility for loss or damage.

73. "Bicycle Victoria" means the Bicycle Victoria Incorporated ABN 41 026 835 903 and includes where appropriate Bicycle Victoria's employees, agents, contractors and officers.