

These Terms and Conditions of Entry ("Entry Terms") are designed to enable the Team Degani 3 Peaks Challenge 2011 Bike Ride on Sunday 13 March 2011 (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 one of the following "Ride Options", where the ride lengths may not be exactly these distances:
  - i. 230km loop ride starting and finishing at Falls Creek,
  - ii. 115km ride starting at Falls Creek and finishing at Dinner Plain,
  - iii. 115km ride starting at Dinner Plain and finishing at Falls Creek.
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, Thursday 3 March 2011 AEST (Australian Eastern Standard Time).
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 over the ride distance in the ride terrain.
5. The Rider must be aged 16 years or older on the day of the Ride for all Ride Options.
6. If the Rider is under the age of 18, the Rider's parent / Guardian<sup>1</sup> must give their consent when requested during the online registration. The parent / Guardian must provide a contact phone number.
7. If the Rider is under the age of 18 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. The Supervising Rider must provide a contact phone number.
8. Bicycle Victoria may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.

### **Cancellations**

9. 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.
10. Written cancellations received before 5pm, Friday 10 December 2010 (AEST) will be refunded 75% of their entry fee.
11. Written cancellations received after 5pm, Friday 10 December 2010 but before 5pm, Tuesday 1 February 2011 (AEST) will be refunded 50% of their entry fee.
12. No refunds will be offered for cancellations received after 5pm, Tuesday 1 February 2011 (AEST).
13. 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.

### **Transfers**

14. The Rider may transfer his/her registration for the Ride via the online registration. Transfers will not be offered after 5pm, Tuesday 1 February 2011 (AEST).
15. All transfers will incur a \$20 administration fee. The transfer fee must be paid online by the person giving up the registration.
16. The new rider reimburses the registration cost directly to the rider giving up the registration.

### **Ride Communications**

17. 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.3PeaksChallenge.com.au](http://www.3PeaksChallenge.com.au) under the *News* section. The newsletter will generally be posted monthly prior to the Ride.
18. The Rider consents to receiving and reading 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**

19. Only standard, human-powered bicycles are permitted for all Ride Options. Unicycles, scooters, motorised and power-assisted bicycles, child seats, tagalongs, trailers and animals are not permitted on any Ride Option.

### **Finishers' Jersey**

20. Riders who register and pay in full for any Ride Option before 5pm, Friday 10 December 2010 (AEST) ("The Free Finishers' Jersey Early Incentive Closing Date") will be eligible to receive a free Finishers' Jersey.

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<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

21. Riders who register prior to "The Free Finishers' Jersey Early Incentive Closing Date" and transfer their registration after this date are not entitled to receive the Free Finishers' Jersey. The person taking over the registration will be eligible to receive a free Finishers' Jersey.
22. Riders who register and pay in full for any Ride Option after 5pm, Friday 10 December 2010 (AEST) ("The Free Finishers' Jersey Early Incentive Closing Date") but before 5pm Thursday 3 March 2011 (AEST) ("The Entry Closing Date") will be eligible to buy a Finishers' Jersey at the recommended retail price.
23. Riders who register after "The Free Finishers' Jersey Early Incentive Closing Date" and transfer their registration after this date are not entitled to buy Finishers' Jersey. The person taking over the registration will be eligible to buy a Finishers' Jersey.
24. Riders must complete their registered Ride Option in order to receive or buy a Finishers' Jersey.

#### **115km Ride Options Transport**

25. Transport for the 115km Ride Options are included in the ride entry ticket price, and are non-refundable. Riders must select their intent for transport during their registration.
26. Transport bookings for the 115km Ride Options will close at 5pm, Thursday 3 March 2011 (AEST).
27. Bicycle Victoria will use its best endeavours to take due care in handling bikes and or accessories transported to and from Falls Creek and Dinner Plain for the 115km Ride Options, 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 and or accessories.

#### **Sag Wagon**

28. Sag Wagons will be operating all day to support riders who have a mechanical brake down or are unable to continue riding because of exhaustion.
29. Bicycle Victoria will use its best endeavours to take due care in handling bikes and or accessories on the Sag Wagon, 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 and or accessories.

#### **Closing Dates for Entries**

30. All Ride Option entries close at 5pm, Thursday 3 March 2011 (AEST).

#### **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.
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. The Rider must wear an Australian standard cycling helmet at all times during the Ride while riding a bicycle.
36. 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.

#### **Compulsory Equipment and Clothing**

37. Riders must ensure that their bike, equipment and clothing are suitable for the nature of road riding undertaken and alpine terrain travelled through during the Ride.
38. Riders must ensure that their bike is in excellent working order with consideration given to appropriate gearing, chain condition, saddle comfort, wheels, spokes and tyre condition and brakes efficiency.
39. All Rider must wear or carry the following equipment and clothing for the duration of the ride;

- i. Bike helmet as specified in clause 35;
- ii. Bike lights as specified in clause 36 for dark, wet, foggy or low visibility conditions;
- iii. Rider bib or identification tag;
- iv. Rain jacket;
- v. Wind vest;
- vi. Long gloves;
- vii. Arm and leg warmers;
- viii. Thermal undergarment/s;
- ix. 2 x drink bottles;
- x. Puncture repair kit;
- xi. Food supplies (Rider Valet Service available for food distribution along the route. More information can be found regarding this service on the Bicycle Victoria website at [www.3PeaksChallenge.com.au](http://www.3PeaksChallenge.com.au) under the *Event Information* section.)

#### **Preparation, Training, Health and Safety**

40. 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.
41. 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.

#### **Team Degani 3 Peaks Challenge Training Camp**

42. Any rider who purchases a ticket to and participates in the Team Degani 3 Peaks Challenge Training Camp must download and sign the participant indemnity Rider Waiver Form and submit it prior to the departure of the camp.

#### **Common Sense**

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

#### **Meals and Dietary Requirements**

45. Bicycle Victoria offers three standard meal types for all Ride Options, namely, Non-Vegetarian, Vegetarian and Gluten Free.
46. If these options do not meet your dietary requirements, you must consider alternate ways in which to personally cater for your own meals.
47. 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.
48. 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.
49. 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. The Rider Valet Service is available to assist Riders in food distribution along the route. More information can be found on the Bicycle Victoria website at [www.3PeaksChallenge.com.au](http://www.3PeaksChallenge.com.au) under the *Event Information* section.

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

50. 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; and
  - c. 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 or wheresoever incurred by the Rider resulting from any such action taken by Bicycle Victoria.

#### **Ride, Accommodation and Meal Packages**

51. The Rider may elect to take part in one of the following "Ride Packages" as described on the event website [www.3peakschallenge.com.au](http://www.3peakschallenge.com.au) :
  - i. Falls Creek Alloy Package
  - ii. Falls Creek Carbon Package
  - iii. Dinner Plain Bogong High Plains Package
52. If the Rider wishes to cancel his/her Ride Package, the Rider must notify Bicycle Victoria in writing, providing his/her name, address and reason for cancelling.
53. Written cancellations received before 5pm, Friday 10 December 2010 (AEST) will be refunded 75% of the Package price.

54. Written cancellations received after 5pm, Friday 10 December 2010 but before 5pm, Tuesday 1 February 2011 (AEST) will be refunded 50% of their Package price.
55. No refunds will be offered for cancellations received after 5pm, Tuesday 1 February 2011 (AEST).
56. Except as otherwise stated in these Entry Terms and as required by law, Bicycle Victoria is under no obligation to refund monies or Packages due to non use, cancellation, failure to participate or dissatisfaction by the Rider.
57. The Rider may change his/her Ride Package using the online registration system. If the Rider changes to a Ride Package with a higher Package price, the Rider will be required to pay and will be charged the difference between the Package price paid and the higher Package price. If the Rider changes to a Ride Package with a lower Package price, the difference between the Package price paid and the lower Package price will not be refunded. No changes to Ride Packages will be permitted after 5pm, Thursday 3 March 2011 AEST (Australian Eastern Standard Time).
58. A Ride Package is not considered to be complete and confirmed until all required information is supplied and payment in full has been received.
59. Accommodation is as specified in the accommodation section of our website. All costs are shown in Australian dollars, unless otherwise stated. We reserve the right to offer alternative accommodation of a similar standard in the case the accommodation operator overbooks their property or for any reason beyond our control. All rates are subject to change without notice.
60. Price inclusions – all inclusions are listed in the package description webpage at [www.3peakschallenge.com.au](http://www.3peakschallenge.com.au)
61. Price exclusions – any costs incurred en route to and from the destination, meals (unless specified), alcoholic beverages, telephone calls, items of a personal nature, and personal services not specified as being included in costs on the relevant web pages for each suppliers product.
62. Reporting of Incidents: any abnormal incidents including injuries, service problems, cancellation of a service or dissatisfaction must be reported to Bicycle Victoria during the event to allow us an opportunity to rectify the situation or provide assistance.
63. Variation to product or services -due to reasons beyond Bicycle Victoria's control, Bicycle Victoria may be forced to amend or alter a travel and/or accommodation reservations or bookings, even if the products or services affected have been confirmed by Bicycle Victoria or paid in full. Bicycle Victoria will notify you as soon as practicable after Bicycle Victoria becomes aware of the need for an amendment or alteration to your travel and/or accommodation reservation or booking and will propose alternate products, services or arrangements which are of the same standard as those originally booked.

#### **Travel Insurance**

64. It is extremely important that you take out Travel Insurance. It is ESSENTIAL that this insurance covers you for involuntary cancellation of your holiday including airfare(s). Bicycle Victoria offers travel insurance as part of its membership. For more information or to become a member of Bicycle Victoria please go [www.bv.com.au](http://www.bv.com.au) or call (03) 8636 8888 or country callers 1800 639 634.

#### **Route Sector Opening and Closing Times**

65. Riders must obey the route sector opening and closing times implemented during the ride. The sector opening and closing times are posted on the Bicycle Victoria website at [www.3PeaksChallenge.com.au](http://www.3PeaksChallenge.com.au) under the *Rider Route Details* section.
66. Should any Rider be found riding before a sector is open they will be notified by event officials that they are unsupported and or to stop riding until the sector is open.
67. Should any Rider be found riding after the sector is closed they will be asked by event officials to stop riding and necessary arrangements will be made to ensure that the Rider is transported to their start or finish location.
68. Should a Rider refuse to obey sector opening and closing times event officials will remove them from the Ride.

#### **Private support vehicles**

69. Private support vehicles are not permitted on the Ride.
70. If you retire from the event friends or family can collect you by accessing the rider route only outside of the route sector opening and closing times.

#### **Photography**

71. 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.
72. 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**

73. 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) and search "privacy" for full details). All information remains the property of Bicycle Victoria.

#### **Other**

74. 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.
75. 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.
76. 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.
77. "Bicycle Victoria" means the Bicycle Victoria Incorporated ABN 41 026 835 903 and includes where appropriate Bicycle Victoria's employees, agents, contractors and officers.