

# TERMS AND CONDITIONS – BALLARAT COFFEE RIDE

**THIS IS AN IMPORTANT DOCUMENT. YOU MUST READ IT CAREFULLY BEFORE YOU ACCEPT THE TERMS AND CONDITIONS THAT IT CONTAINS. BY COMPLETING YOUR REGISTRATION THROUGH THIS PORTAL, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS (*Terms*).**

Ballarat Coffee Ride (**event**) is owned by GTR Events (GTR) and is organised, administered and managed by GTR. For the purposes of these Terms, GTR is hereby referred to as the **Event Organiser**.

The acceptance of these Terms by an applicant for registration in the event (Rider) and acceptance by the Event Organiser of the Rider's application for registration, constitute an agreement between the Rider and the Event Organiser incorporating these Terms (**Agreement**).

## Registration

1. The Event Organiser reserves the right, in its absolute discretion, to accept or decline an application for registration. If the Event Organiser declines an application, it need not give reasons for the decision and there is no appeal from such decision.
2. Registrations for the event are limited in numbers and applications close on the date set by the event organiser, unless cap is reached prior.
3. The Rider must provide their contact details and the contact details (including a valid Australian number) for an emergency contact (e.g. next of kin) so that the Event Organiser can contact that person if the Rider is involved in an emergency situation.
4. Riders must abide by, and with, all Event Organiser's rules and policies.
5. All information provided to the Rider by the Event Organiser may be subject to change at any time in the absolute discretion of the Event Organiser.

## Communications

6. All event related communication prior to the event will be made via email. The Rider must provide a valid email address at the time of registration. The Rider must notify the Event Organiser of any changes to their contact details by sending an email to [eventservices@gtrevents.com.au](mailto:eventservices@gtrevents.com.au)

## Public Health and Safety

7. The Rider owes a duty of care to other riders in the event. The Rider must participate in the event in a safe and responsible manner, using common sense at all times and obeying the event rules.
8. The Rider must exercise caution on the course. The event will be conducted on open roads and riders need to ride and behave

courteously towards other road users, including support vehicles, other bicycle riders and pedestrians/spectators. Riders must obey all traffic rules.

## Health and Safety

9. The Rider must wear appropriate protective clothing and safety equipment, including an Australian standard helmet. The Rider must ensure they are capable of riding the distance of the selected course. It is the responsibility of the Rider to ensure they are medically, mentally and physically fit and able to participate in the event and that they have undertaken adequate training and preparation. You should seek medical advice to ensure you are fit to participate. It is your responsibility to have suitable food and any medication that you require with you at all times.
10. The Rider must disclose to the Event Organiser any pre-existing medical or other conditions that may impact on their participation in the event or that the Event Organiser should be aware of. The Rider consents to any such information being collected by the Event Organiser and being disclosed to the event medical team and used for the purposes of the event.
11. If during the event a Rider becomes seriously ill or is seriously injured, the Event Organiser will endeavour to arrange medical transport (usually in an ambulance). Any medical transport will be at the Rider's own expense.
12. The Event Organiser reserves the right to remove any persons from the event where it considers it necessary to do so for health and safety, or for any other reason.
13. The Event Organiser reserves the right to alter, cancel or amend the event course, due to an emergency, inclement weather, extreme heat or any other operational needs prevailing at the time. These decisions are always made in

the interests of health and safety. It may be necessary to alter or amend event itineraries and other arrangements from those published.

14. If the event is cancelled for emergency reasons, the cancellation process will be undertaken in accordance with the event Emergency Management Plan and in accordance with any advice or directions from Emergency Services personnel.
15. Children under 16 must be accompanied by an adult for the duration of the event.
16. Participants accept they are responsible for their personal belongings during the event. Valuable items should not be left without supervision, as no liability will be accepted for loss or damage of personal belongings.

### **Acknowledgement of Liability and Risk**

17. The Rider acknowledges and agrees that participation in the event is inherently dangerous and that the Rider participates at their own risk. The risks associated with participating in the event include, but are not limited to, the risk that the Rider may:
  - (a) be involved in a collision with people, animals, vehicles and/or other objects including but not only trees and fences;
  - (b) lose his/her balance;
  - (c) suffer from the effects of heat, cold, wind, rain and other weather conditions;
  - (d) suffer from physical exertion;
  - (e) become separated from the cycling group during the event; and
  - (f) fall from their bicycle;and these risks may result in the Rider suffering from harm including, but not limited to physical or mental injury, disability, death, property damage or economic loss. There are other risks to which the Rider may be exposed during the event. It is the Rider's responsibility to ensure that he/she wears appropriate protective clothing and safety equipment, including a helmet that meets Australian standard, in accordance with paragraph 9
18. The Event Organiser strongly recommends that the Rider takes out health insurance, ambulance cover and travel insurance (if applicable) to cover their participation in the event.
19. The Event Organiser has arranged limited insurance cover which may apply to the Rider if the Rider has a current CA membership or if the Rider has paid for non-member insurance at the time of registration. This insurance is intended to complement the Rider's own insurance cover and may provide the Rider

with some protection for loss, damage or injury suffered during participation in the event. The Rider acknowledges and accepts that insurance taken out by the Event Organiser may not provide full indemnity for loss, damage or injury that may be suffered during participation in the event, and that the Rider may have to pay the excess if a claim is made by the Event Organiser on the Rider's behalf. The Rider agrees that the Rider's insurance arrangements are the Rider's responsibility and that the Rider will arrange any additional coverage at their own expense after taking into account their personal circumstances. For full policy please visit <http://membership.cycling.org.au/Insurance>

20. Nothing in these Terms is intended to exclude, restrict or modify any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law (ACL) which cannot lawfully be excluded, restricted or modified.
21. The ACL contains guarantees that give consumers certain rights in relation to goods and services that they acquire. These guarantees cannot be excluded, restricted or modified except in certain circumstances. Section 139A of the *Competition and Consumer Act 2010* (Cth) (CCA) permits a term of a contract for the supply to a consumer of recreational services to exclude liability of the supplier for death and personal injury arising from the failure to comply with a guarantee provided by sections 60 to 62 of the CCA. To the extent permitted by section 139A of the CCA, the Rider acknowledges and agrees that the Event Organiser excludes all liability in connection with the supply of recreational services for:

- (a) death;
- (b) physical or mental injury;
- (c) the aggravation, acceleration or recurrence of a physical or mental injury;
- (d) the contraction; aggravation or acceleration of a disease; and
- (e) the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual, that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of the Event Organiser to comply with a guarantee in sections 60 to 62 of the ACL.

This exclusion of liability does not apply where a significant personal injury is caused by the reckless conduct of the Event Organiser under section 139A of the CCA.

- 22. For events in Victoria, to the maximum extent permitted by law, the operation of the *Wrongs Act 1958 (Vic)* is excluded in relation to all and any rights, obligations and liabilities of the Rider or the Event Organiser under this Agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of contract, claim in tort (including negligence), in equity, under statute or otherwise at law.
- 23. Without limiting paragraph 39 the rights, obligations and liabilities of the Rider and the Event Organiser (including those relating to proportionate liability) are as specified in this Agreement and not otherwise whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, in tort (including negligence), in equity, under statute or otherwise at law.

### Indemnity

- 24. The Rider releases and indemnifies and will keep indemnified each of the parties comprising the Event Organiser and each of their officials, servants, representatives, agents and sponsors (and any of their respective representatives) (each an *Indemnified Person*) from and against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Event Organiser and each other Indemnified Person arising out of any act, matter or thing done, permitted or

omitted to be done by the Rider in relation to the event.

- 25. The release and indemnity in paragraph 24 is given by the Rider in favour of the Event Organiser and each other Indemnified Person. It is acknowledged that:
  - (a) the relevant commitment is given by the Rider for the benefit of the Event Organiser with the intention that they are entitled to rely on and enforce the relevant commitment; and
  - (b) the benefit of the relevant commitment is held by the Event Organiser on its own behalf and as trustee for each other Indemnified Person.

### Privacy

- 26. The Event Organiser collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the GTR Privacy Policy (available at: [www.gtrevents.com](http://www.gtrevents.com))
- 27. All information remains the property of the Event Organiser.
- 28. The Event Organiser may use and disclose the Rider's personal information for the following purposes:
  - (a) in order to conduct the event in a safe and effective manner;
  - (b) in order for any sponsors of the event to benefit from their sponsorship of the event; and
  - (c) in order to publish the Rider's name on the event website, or to publish the Rider's name in any publication that lists the Rider as a participant in the event.

If the Rider does not provide their personal information to the Event Organiser, then it may not be possible for the Rider to participate in the event.

- 29. Without limiting paragraph 28 the Event Organiser may disclose the Rider's personal information to:
  - (a) staff and their subcontractors;
  - (b) the naming rights sponsor of the event;
  - (c) the official event photographer;
  - (d) any designated event timing company; and
  - (e) the medical team

### Personal Information Collection Notice

- 30. GTR's privacy policy (available from <http://www.gtrevents.com>) includes important information about GTR's collection, use and disclosure of individuals' personal

information, how individuals can access or seek correction of their personal information, how they can complain about a breach of the Australian Privacy Principles and how GTR will deal with a complaint of that nature.

### **General**

31. The Agreement is governed by the laws of the state of Victoria. In relation to it and related non-contractual matters, each party irrevocably submits to the non-exclusive jurisdiction of the courts with jurisdiction there.
32. The Agreement (and any document to which it refers, including the event website) constitutes the entire agreement between the parties in respect of the event and supersedes all other agreements, understandings, representations and negotiations between the parties.
33. If any provision of the Agreement is illegal, void, invalid or unenforceable for any reason, all other provisions which are self-sustaining and capable of separate enforcement will, to the maximum extent permitted by law, be and continue to be valid and enforceable.
34. To the maximum extent permitted by law, unless expressly provided in these terms and conditions, all implied terms, conditions, warranties and any other additional obligations are excluded from the Agreement. If any legislation implies into these terms and conditions any term, condition, warranty or additional obligation that cannot be lawfully excluded, then that term, condition, warranty or additional obligation will be included in the Agreement only to the extent required by the relevant legislation, but each party's liability in respect of any breach of that term, condition, warranty or additional obligation will be limited to the maximum extent (if any) permitted by that legislation.
35. All material on the event website is protected by copyright unless otherwise noted and may not be used except as permitted in the text on the site. You may not distribute, modify or reuse the contents of the site for public or commercial purposes without the written permission of the Event Organisers.

### **Acknowledgement**

36. By accepting these terms and conditions, the Rider acknowledges and agrees as follows:

- (a) The Rider has carefully read, understood and agrees to be bound by these terms and conditions of registration.
- (b) All information provided by the Rider to the Event Organiser is true and correct.
- (c) The Rider agrees to obey the road rules of Victoria during the event.
- (d) If the Rider is found to be littering on the course, the Rider will be subject to the standard litter laws of Victoria.
- (e) The Rider may be photographed or filmed during the event and consents to the Event Organiser (or its representatives) using the Rider's picture or likeness contained in any media including social media, photographs or film for publicising the event, for promoting any future ride or event to be staged by the Event Organiser, for promoting GTR or fundraising purposes. Signage will be displayed at the event to confirm this. Please speak with us if you have any concerns.
- (f) The Rider consents to the Event Organiser collecting and adding the Rider's personal information to the relevant mailing lists managed by the Event Organiser and acknowledges that the Event Organiser may use the Rider's personal information to communicate important event information to the Rider.
- (g) The Rider consents to receiving emails from the Event Organiser or official sponsors or partners of the event, including emails that promote the Event Organiser, the official sponsors or partners or other events. The Rider may opt-out of receiving such emails at any time by following the instructions given in an email.

- (h) The Rider will not participate in the event unless the Rider has trained and prepared appropriately for the event.
- (i) The Rider will ride in a safe and responsible manner at all times.
- (j) The Rider agrees to abide by all traffic laws and any directions given by the police, Event Organiser, marshals or any official event personnel.
- (k) The Rider acknowledges that their application to enter the event will be accepted upon notification by the Event Organiser.
- (l) The Rider will be bound by, and agrees to comply with, such rules, terms and conditions as may be imposed by the Event Organiser with respect to the conduct and management of the event. This includes but is not limited to competition and all relevant rules, regulations, policies and codes of conduct, each as amended from time to time. The Rider understands that if the Rider fails to comply with any rules or directions, the Rider will not be permitted to participate or to continue to participate in the event and no refund will be given.
- (m) The Rider acknowledges that participation in the event, including undertaking cycling activities on public roads used by other traffic or otherwise, involves risks and hazards and is therefore inherently dangerous. The risks specifically associated with participation in the event include but are not limited to physical exertion, risk of falling, risk of colliding with other riders or road users, encountering hidden obstacles or varying terrain, risk of injury from any failure of the bicycle or any of its components or inclement weather conditions. The Rider acknowledges that incidents may occur resulting in personal injury, property damage, and/or death.

Acceptance of these terms and conditions is indicated by your completion of this registration.