

## Conditions of Entry (including cancellation policy)

17 May 2017

- “The Event” is Yarraman to Wulkuraka 2017 (Y2W17), Friday 28 to Sunday 30 July.
- “The Organiser” is Bicycle Queensland Inc ABN 11 428 868 797 and includes where appropriate officers, employees, agents, volunteers and contractors.
- **Entries close** at 5pm on Sunday 16 July 2017 (unless sold out early).
- Unless noted otherwise a 50% refund will apply to **cancellations** received in writing (email or fax acceptable) at the office of Bicycle Queensland by close of entries. Entry kits received before this date must be returned to Bicycle Queensland before the event in order to receive the refund. No refunds will be given for cancellations received after this time.
- **Additions or alterations** to Optional Extras, after the first selection, can be requested up to close of entries. Requests must be made in writing (email or fax acceptable). No changes will be permitted after closing date.
- An entry is **not considered complete** until all required rider information is supplied and payment in full has been received.
- Participation in The Event involves riding on and crossing **public roads** used by other traffic and other cyclists in **close proximity**. The Participant acknowledges and accepts the hazards involved.
- The Event is not a race and roads used/crossed will not be closed to traffic. Normal road rules apply.
- The Participant must ride in a **safe, responsible and courteous** manner during The Event and use common sense at all times.
- The Participant agrees to abide by the Queensland **Road Rules** and to follow directions given by The Organisers and Queensland Police.
- The Event will be held **outdoors** and will proceed notwithstanding **poor weather**. Only extreme weather may cause cancellation. The Participant accepts that conditions in which The Event is conducted may vary without warning.
- The Participant must ensure they are of sufficient **riding competence** to take part in the event and their bicycle is in sound **mechanical condition**.
- The Participant is responsible for ensuring they are **physically and mentally capable** of completing the event. Anyone with a specific medical condition that may affect their own safety or the safety of others should advise The Organiser.
- **Event identification** as provided must be worn by The Participant. Event identification such as ID tags, wrist tags, luggage tags and bike bibs remains the property of The Organiser until the rider crosses the finish line and must be handed over to a properly identified official when asked.
- **Private support vehicles are not permitted.**
- **Persons under 16** at the time of The Event are not permitted without prior written consent from The Organiser.
- **Persons under 18** at the time of The Event must be accompanied during The Event by an adult.
- **Persons under 18** require the consent of their parent or guardian to participate in The Event. The parent/guardian shall provide their name and signature as evidence of consent and acceptance of the Conditions of Entry. The parent/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 Participant 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. On request The Organiser can mail printed communications.



- It is The Participant's responsibility to **read all the information** sent by The Organiser including by hardcopy and email. The information sheets contain reasonable requirements that form part of these conditions, including but not limited to, transport, alcohol, smoking and luggage.
- Only **standard** human powered or electric power assisted **bicycles** 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 Participant is dependant on the animal and the approval of the Event Director is given.
- The Organiser shall not be liable for variances in **merchandise sizes** actually provided. Custom made cycling jersey detailed sizings are made available to The Participant prior to ordering and can only be exchanged if surplus items are available post event.
- 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.
- **Progressive closing times** for locations along the bike route will be noted. If the Participant falls behind these closing times they shall either board the SAG Wagon for transportation further along the route or hand over their ID and continue on alone and unsupported, essentially not as an event participant.
- The Organiser will use its best endeavours to take due care in **handling bikes and personal property** transported to, from and during The Event, but is not responsible for any loss, damage, cost or expense that The Participant may suffer or incur as a result of The Organiser handling his/her bike or personal property.
- The Organiser offers two standard **meal types**, namely Meat and Vegetarian. Meat may include beef, lamb, pork, fish or chicken. Vegetarian meals do not contain meat but may/will contain other animal products.
- A **special diet** option is available and potential participants must complete the relevant form and have it accepted prior to their entry being completed. Special diet catering is at the discretion of The Organiser. Where the Organiser may not be able to cater for a special diet the person may need to consider how to self cater or whether participation in the event is appropriate. The Organiser is not able to facilitate the transport or cooking of self catered meals.
- For all **meals** every effort is made to ensure that recipes, ingredients and preparation methods are **controlled** but The Organiser cannot, however, guarantee that any meal or food item, including special diets, is exactly as described.
- It is The Participant's responsibility to have available, as they need, suitable food and/or medication which may be necessary to treat any **particular medical condition** from which they require treatment for.
- Before an entry is complete The Organiser will consider requests for **special assistance** with specific health matters including refrigeration of prescription drugs and support for sleep apnoea machines.
- The Organiser will use all reasonable endeavours to provide for **disabilities** where reasonably able to do so.
- Except as otherwise stated in these conditions, The Organiser is under **no obligation to refund** monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by The Participant.
- **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 participant or their property, illegal activity, bad language, or other unsocial behaviour, may result in The Participant'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 is not liable to The Participant for any loss, damage, cost or expense of any kind, including but not limited to, the refund of the entry fee, if The Participant is **denied access** to or removed from The Event for any reason.
- 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 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](http://www.bq.org.au)). 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, event photographer, mailing house and sponsors. Opt-out procedures are available for individuals wishing to avoid receipt of promotional material from sponsors or third parties. All information remains the property of the Organiser.
- The Organiser is **not liable** to The Participant 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.
- By entering The Event the Participant accepts and agrees to be bound by these conditions.

#### **Risk Acknowledgment**

- The Participant 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 Organisers.
- To the fullest extent permitted by law, The Participant **releases and indemnifies** The Organiser, event sponsors, event funding bodies, beneficiaries and their respective committee members, directors, employees, contractors, volunteers and representatives, the owners, licensees and occupiers of land and property upon which The Event or any part of it is conducted including statutory bodies and local authorities against all and any actions or claims which may be made by The Participant or on their behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to The Participant or their property whether by negligence, breach of contract or in any way whatsoever.

#### **Acceptance of Entry Conditions** including Risk Acknowledgment

YOU MUST SIGN TO ENTER. Participant's signature (or that of parent or guardian if The Participant is under 18 years – you consent to their participation and certify that you have informed the child of all conditions of entry and accept the conditions on their behalf).

I understand that participation is subject to the Conditions of Entry including the Risk Acknowledgment and that they affect my legal rights and obligations. I acknowledge that a copy of the Conditions of Entry has been made available to me on [y2w.com.au](http://y2w.com.au) and that I have read and understood them. **I agree to the Conditions of Entry.**

Name: ..... Signature: .....

Date: .....