

Event Terms & Conditions

TERMS & CONDITIONS OF PARTICIPATION IN THE SPRING CYCLE 2021 ("Event")

Participation in the Event is subject to and conditional upon the following terms and conditions:

1. REQUIREMENTS

- 1.1 Only people properly registered in accordance with these terms and conditions are eligible to take part in the Event ("**Participant(s)**").

Individual entry requirements:

- 1.2 The following age restrictions apply to the rides:
- 1.2.1 10km City Ride, Children can ride on a parent's bicycle in this ride. Children riding independently on their own bicycle must be 8 years or older on the day of the ride; and
 - 1.2.2 50km Classic Ride, Children can ride on a parent's bicycle in this ride. Children riding independently on their own bicycle must be 12 years or older on the day of the ride.

A child is anyone 15 years or younger on the day of the ride and must be accompanied by a parent or guardian, as nominated at the time of registration. Children must be over the age of 8 to ride independently on their own bicycle on the day of the ride.

2. ACCEPTANCE OF CONDITIONS

- 2.1 The Event organiser is CSM Sport and Entertainment Australia Pty Ltd (company number 098 178 191) whose registered address is 9/17 Power Avenue Sydney New South Wales NSW 2015 Australia ("**Organiser**").
- 2.2 The Participant shall be deemed to have accepted these terms and conditions and to have entered into a legally binding contract with the Organiser when they accept the terms and conditions of participation by clicking the relevant field in the online registration form ("**Online Entry Form**").

3. PARTICIPATION

- 3.1 You represent and warrant to the Organiser that you have full legal authority and capacity to complete the Online Entry Form, including accepting these terms and conditions, on behalf of yourself and/or, where applicable, any party for whom you are registering (the "**Third Party**"), including full authority to make use of the credit or debit card to which fees related to Event Registration will be charged. If registering a child under the age of 18, you represent that you are the parent or legal guardian of that child, or that you have the parent or legal guardian's prior written consent.
- 3.2 By registering a Third Party, you are confirming to the Organiser that the Third Party meets the requirements set out in clause 1 above and that the Third Party contact details provided are accurate, correct and up to date. The Organiser will send a link to these terms and conditions to the email address provided for the Third Party. By participating in the Event, the Third Party will be deemed to have accepted these terms and conditions. If a Participant is found to be in breach of this clause, their entry shall be rendered void and the relevant Participant(s) and Third Parties shall be disqualified from the Event and the Organiser reserves the right to exclude the relevant Participants and Third Parties from participation in future events organised by the Organiser.
- 3.3 The Participant may not transfer their entry or assign any of their rights or obligations under these terms and conditions, save in accordance with these terms and conditions and/or with the prior written consent of the Organiser. The Participant agrees that the entry cannot be given away for free or used as part of any form of business or commercial activity (save as expressly authorised by the Organiser). In particular, the entry may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotion use as a prize (including in competitions and sweepstakes), travel packages, or for any other trade purposes (save as expressly authorised by the Organiser). Transfer, donation, give away, resale or attempted resale is grounds for cancellation of entry by the Organiser without refund or other compensation of any kind.
- 3.4 The Participant acknowledges that the Event is physically strenuous and that they are aware of the associated medical and physical risks involved. By completing the Online Entry Form the Participant warrants to the Organiser that they are sufficiently fit and healthy to participate in the Event unaided (and acknowledge that they must reaffirm that they are sufficiently fit and healthy to participate in the Event unaided on the Event Date) and agrees to be solely responsible for their actions, and the Organiser, its officers, agents, employees, affiliates, sponsors or medical advisers shall not be responsible for any injury or illness that the Participant may suffer as a result of their participation in the Event (unless caused by the negligence of the Organiser or its officers, agents, employees, affiliates, sponsors or medical advisers).

- 3.5 The Organiser reserves the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason (at the Organiser's discretion) that may render them unfit to safely complete the Event. The Participant confirms that they will not take part in the Event if they are suffering from any injury or illness which may impair their performance and confirms that they will report any illness during the Event to the Event medical team immediately.
- 3.6 The Participant agrees to abide by all Event rules, regulations and instructions issued by or on behalf of the Organiser, any rules and regulations imposed by the venue and all applicable rules and regulations of the relevant sporting governing bodies that oversee the running of the Event including the relevant Australian cycling rules and regulations and doping rules and any road regulations, including without limitation, the NSW Road Rules Legislation (<https://legislation.nsw.gov.au/view/html/inforce/current/sl-2014-0758#pt.15>). The Organiser is entitled to impose Event rules upon the Participant from time to time which will form part of these terms and conditions and all decisions and rulings by or on behalf of the Organiser shall be considered final. The Participant will comply with all instructions and guidelines given by the Organiser and all Event staff, stewards, marshals and medical/safety personnel. The Participant understands that they will not be entitled to a refund of the fees if they are disqualified from the Event as a result of an infringement of these rules, regulations or instructions.
- 3.7 The Organiser shall be entitled at any point to refuse entry to the Event to any person and/or to refuse to allow any Participant to take part or continue to take part in the Event including, without limitation, if they have behaved in a manner which, in the reasonable opinion of the Organiser, has, or is likely to affect the safety of other Participants; or they use threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or in the reasonable opinion of the Organiser they are acting under the influence of alcohol or drugs or fails when required to produce proof of identity or age.

4. RIDE INFORMATION

- 4.1 All necessary ride information pertaining to the Event is published on (<http://springcycle.com.au/>) It will not be posted to you in hard copy format. However, we will provide regular newsletters about the Event and inform you when new ride information is available via email or on (<http://springcycle.com.au/>). Please note that details of the Event, as published on the ride specific entry form, ride information or FAQ's are subject to change. Details of any alterations to the ride information will be made available on (<http://springcycle.com.au/>). It is the responsibility of the Participant to ensure they have accessed the relevant information relating to the Event.

5. PAYMENT

- 5.1 Each Participant is required to pay an entry fee (variable) for the Event at point of entry, or if using the payment plan at the relevant dates specified therein. The Organiser only accepts payment by approved debit card or credit card – the terms and conditions relating to use of the online entry system are set out below.
- 5.2 If payment cannot be collected for any reason including, without limitation, due to insufficient funds, cover of account or revocation by the applicant (also at a later date), the applicant cannot participate in the Event and may be charged a withdrawal fee.
- 5.3 All entry fees are inclusive of GST at the prevailing rate as may applicable at the time of entry. If an entry is accepted the fee is non-refundable other than as stated in clause 8.3 of these terms and conditions.
- 5.4 Processing fees for use of the registration platform used to complete the Online Entry Form (the “**Registration Platform**”) will be chargeable in addition and such processing fees will not, under any circumstances, be refunded to the Participant.
- 5.5 The Organiser will not be liable under any circumstances for any costs incurred by the Participant, including without limitation any accommodation and/or travel costs.

6. EVENT REGISTRATION

- 6.1 The Participant must complete the appropriate registration process at the time and on the days instructed by the Organiser. The ride and registration pack will be sent to the postal address entered upon registration, therefore please ensure the correct details are entered. Mail out of rider packs will commence on Thursday August 26, 2021. Please also note, participants who register from Thursday September 2 onwards will need to collect their rider packs from Ride HQ at the start site on the day of the ride.
- 6.2 If for some reason the ride and registration pack does not arrive by post, Participants can pick up the rider pack at the pre-paid registration tent at the start site on the day of the ride.
- 6.3 Participants must bring a printed or electronic copy of the confirmation email. Participant are advised to arrive at the start site at least 30 mins prior to the Participants start time.

- 6.4 Participant may also collect rider packs at the North Sydney site on Saturday September 11, 2021. Rider packs will be issued between 10am and 3pm. If a Participant cannot appear personally, they must inform the Organiser in writing in advance, nominating an authorised person to register on their behalf. The ride and registration pack can then be collected by said person on presentation of the Participant's photo identification.
- 6.5 If a Participant needs to change their details, they can do so by logging into their account on the Registration Platform (currently Race Roster) up to 10 days before the Event. After this time changes must be notified to the Organiser by emailing info@springcycle.com.au.

7. PARTICIPANT OBLIGATIONS

- 7.1 As a continuing condition of entry into, and participation in, the Event each Participant shall ensure that:
- 7.1.1 a safety approved cycle helmet conforming to Australian standards is worn at all times during the Event;
 - 7.1.2 they do not start earlier than the official start time on the day of the Event. Failure to comply with this rule will result in disqualification;
 - 7.1.3 their bicycle is roadworthy for the Event and equipped with the relevant insurances and documentation;
 - 7.1.4 they do not use a mobile phone whilst participating;
 - 7.1.5 they do not use a music player with headphones whilst cycling;
 - 7.1.6 they display the official event numbers provided at registration in the manner indicated in the event information booklet;
 - 7.1.7 they do not deviate from the official signed route of the Event;
 - 7.1.8 they must comply with the reasonable instructions of the Organiser and all Event staff, stewards, marshals medical/safety personnel and venue owners;
 - 7.1.9 they shall not intentionally or carelessly litter; and
 - 7.1.10 they shall treat other competitors and other competitor's property, the Organiser and its personnel (including that of its suppliers and subcontractors) with respect at all times.
 - 7.1.11 they understand that the following are forbidden at the Event – bikes which the Organiser considers may be a danger to the safety of other participants.
- 7.2 Should Participants breach these terms and conditions, the Organiser reserves the right to (i) disqualify Participants from the Event, and/or (ii) exclude the Participant from participation in future events organised by the Organiser. In such circumstances, no refunds of any kind shall be payable.

8. TRANSFERS OF ENTRY CHANGES AND WITHDRAWALS

- 8.1 Transfers of any nature can only take place in accordance with this clause 8 can be done via a participants Registration Platform online account Requests via email or social media will not be registered.
- 8.2 Participants are able to transfer Event distances prior to September 01 2021. If transferring from a shorter distance to a longer distance, Participants acknowledge that they will be required to pay the difference in the Event entry fee. Should Participants wish to transfer from a longer distance to a shorter distance, they acknowledge that Participants will forfeit the change in Event entry price. Entries are able to be transferred to another eligible participant prior to September 01 2021 in return for payment of a \$10 transfer administration fee to Organiser. Entries cannot be transferred to another Event year or to a different event.
- 8.3 A Participant may only withdraw from the Event by contacting info@springcycle.com.au if they are not able to take part in the Event due to medical reasons which must be proven by an official note from a medical doctor. Emails will be honoured from the date of receipt. In the event of a withdrawal, entry fee refunds will only be available at the Organiser's discretion and in accordance with this clause 8.3:
- 8.3.1 Registration Platform processing fees or any other losses, including, without limitation, travel or accommodation expenses will not, under any circumstances, be refunded to the Participant.
 - 8.3.2 Participants gifted an entry free of charge will not be eligible for any refund or race credit in the event of withdrawal.
 - 8.3.3 No refunds will be payable if the Participant has not paid for the relevant Event in full.

9. CANCELLATION, ALTERATION AND TIMINGS OF EVENT BY THE ORGANISER

- 9.1 The Participant acknowledges and accepts that circumstances concerning the Event may change from time to time for reasons outside of the Organiser's reasonable control or otherwise, without the Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant save as expressly set out in these terms and conditions.
- 9.2 The Organiser may cancel the Event due to circumstances beyond the reasonable control of the Organiser including, without limitation, (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, or threats thereof; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government, public authority or governing body, including without limitation imposing any advice or restriction against events or gatherings, export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers or subcontractors (including any venue); and/or (ix) interruption or failure of utility service.
- 9.3 Subject to clause 9.5, in the event of cancellation of the Event as a result of: (i) civil war, war, threat of or preparation of war, or armed conflict, (ii) nuclear, chemical or biological contamination, (iii) any circumstances relating to communicable disease (including Covid-19), (iv) national, court or religious mourning; and/or (v) bushfires, the Participant will not be entitled to a refund of the entry fee, but may, at the Organiser's discretion, be entitled to a deferral of their entry to the Event to the next Spring Cycle event held in 2022.
- 9.4 Subject to clause 9.5, in the event of cancellation of the Event for reasons other than those included in clause 9.3, the Participant may be entitled, at the Organiser's discretion, to a deferral of their entry to the Event to the next Spring Cycle event held in 2022, or a refund of the entry fee.
- 9.5 Under no circumstances will the Participant be entitled to receive a refund of: (i) any Registration Platform processing fees; or (ii) any other losses, including, without limitation, travel or accommodation expenses.
- 9.6 The Organiser reserves the right to change the date of the Event. In the event of such change of date of the Event, and if the Participant is unable to attend on the revised date, the Participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of date.
- 9.7 The Organiser reserves the right to alter the start time of the Event. In the event of a change of start time the Participant will be notified of the revised start time with as much notice as reasonably practicable. The Participant acknowledges that if the Event will have an earlier start time, it is the Participant's responsibility to ensure that they arrive at the time allocated to them. No refund in full or in part shall be made for any change in start time for the Event.
- 9.8 The Organiser reserves the right to amend the Event format, including changing the course and the distance, at its sole discretion. If the Event format, course or distance, is changed the Participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course or distance.
- 9.9 In order to ensure the roads can re-open on time in line with the Organiser's obligations to the relevant local authorities and to ensure the proper functioning of the transition areas, the Organiser has the right to remove, from the Event, those Participants who do not meet the applicable required cut-off times. No refunds will be paid to Participants in these cases. The relevant cut-off times can be found at (www.springcycle.com.au/ridersupport/) and are subject to the change at the Organiser's discretion.

10. LIABILITY AND INSURANCE

- 10.1 Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Organiser and its affiliates from and for any liability, sum, costs, damages or expenses (including legal and professional fees) incurred by the Organiser and its affiliates in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in the Event or any part thereof (except where any such injury or death is caused by the negligence of the Organiser or any of its employees).
- 10.2 Under no circumstances shall the Organiser and its affiliates be liable to the Participant in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, charity funds, anticipated savings or wasted expenditure, or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of submitting the Online Entry Form) arising out of the Participant taking part in the Event or any other matter arising under these terms and conditions nor for an aggregate amount greater than the entry fee (excluding Registration Platform processing fees) paid by the Participant.

- 10.3 In the event of cancellation of the Event or a Participant's entry for any reason, the Organiser will have no responsibility for any costs or expenses incurred by a Participant as a result of cancellation, including any travelling or accommodation expenses.
- 10.4 Nothing in these terms and conditions shall exclude or limit the liability of the Organiser:
- 10.4.1 for death or personal injury caused by the Organiser's negligence;
 - 10.4.2 for fraud or fraudulent misrepresentation; or
 - 10.4.3 for any matter which it would be illegal for the Organiser to exclude or attempt to exclude liability.
- 10.5 The Organiser will not be liable for any actions of any spectators or other third parties.
- 10.6 The Participant accepts that any mechanical support received on their bike from the Organiser, partners, Participants or other third parties is at their own discretion and the Participant will not hold anyone else responsible for any subsequent bike malfunctions or resulting injury.
- 10.7 The Participant accepts that should their bike be transferred in any vehicle during the event, such as the sweep vehicle, they accept it is placed and transferred in the vehicle at their own risk and the Organiser is not liable for any loss or damage caused during this process.
- 10.8 Some of the food products given out on Event day may contain or have traces of nuts and nut oils or may have been made alongside other products containing nuts. It is the Participant's responsibility to check ingredients in such products and the Organiser shall not be held liable for any damage or injury caused by this (unless caused by the Organiser's negligence).

11. COLLECTION AND USE OF DATA

- 11.1 "CSM Sport and Entertainment Australia Pty Limited (the organiser of the Spring Cycle event on behalf of Bicycle NSW) respects the privacy of individuals about whom we collect personal information. We are collecting your personal information via this site to process your registration for the Spring Cycle event and your payment, to manage your registration, to send you information about the Spring Cycle event and other events and activities we think you might be interested to hear about and for the purposes set out in our privacy policy available at [insert hyperlink]. We collect information from our event registration service provider, Race Roster, and we may disclose your information to third parties that help us run the Spring Cycle event, for the purposes outlined above, or as required by law. Without your personal information, we can't process your registration or send you related information. Our privacy policy tells you more, including how to contact us to access and correct your details or make a complaint. By registering for the Spring Cycle event via this site, you consent to the collection, use and disclosure of your personal information as described above."
- 11.2 The Participant agrees and consents to the Organiser using their personal details provided in their Online Entry Form as set out in the Privacy Policy (<http://springcycle.com.au/wp-content/uploads/2021/06/Spring-Cycle-CSM-AustraliaPrivacy-Policy.pdf>).

12. IMAGE RIGHTS AND PHOTOGRAPHY/FILMING

- 12.1 The Organiser reserves the exclusive right and license throughout the world (and Participant hereby grants the Organiser such exclusive right and licence) to interview and/or photograph and/or film the Participant at the Event (and before and after the Event as the Organiser may reasonably require) and to the unlimited, worldwide, sub-licensable right to record, film, reproduce and use in all current and future media (including without limitation, print, audio, visual, audio-visual, virtual media, the Internet, mobile telephony "3/4/5G" technologies, CD-ROM or DVDs) the Participant's name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of the Participant, and any biographical or other information or data related to the Participant in connection with the production, advertisement, marketing, promotion or sale of Event partner products and/or services and/or the promotion, marketing or advertisement of the Organiser and its events, or any Event partner at that time (Event partners are listed here and updated from time to time: (www.springcycle.com.au)).
- 12.2 Participation in the Event does not confer any rights (by implication or otherwise) on the Participant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of the Event or the Organiser.
- 12.3 No Participant shall engage in any form of "ambush marketing" (ambush marketing is an activity by a party which utilizes the publicity value of an event without having any official involvement or connection with the event) and shall not breach or infringe the rights of any sponsor or other party commercially associated with the Event, nor conduct unauthorized promotions or other commercial activity.

12.4 Should a Participant not wish to be filmed or photographed at the Event, they should email info@springcycle.com.au stating their name and bib number and Organiser shall pass this information to the third party filming/photography providers. Organiser cannot guarantee that any local or national media/news reports of a live event will not include your name and/or image and Organiser shall not be held responsible for any footage or images shown using your image, unless the Organiser gave approval for such images to be used.

13. MISCELLANEOUS

13.1 These terms and conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event.

13.2 The Participant acknowledges and agrees that in submitting the Online Entry Form (and the documents referred to in it) they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person) other than as expressly set out herein.

13.3 If any provision of these terms and conditions is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the provision shall be amended in such a reasonable manner or it may be severed from the terms and in either event the remaining provisions shall remain in full force and effect.

13.4 These terms and conditions are governed by Australian Law and the Australian Courts shall have exclusive jurisdiction in relation hereto.