

# Conditions of Entry

## Entry Requirements

1. All Entrants must accept the Conditions of Entry.
2. The minimum age to participate is 16 years old at the time of the event.
  - a. If the Entrant is under the age of 18 on the day of the Cycle Plan®, a Parent or Guardian of the Entrant must accept the Conditions of Entry on behalf of the Entrant
3. Australia may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.
4. Entrants may ride any type of wheeled cycle that is propelled solely by human effort. No other modes of transport may be used. It must be roadworthy and entrants should carry tools and spare parts in case of breakdown.
5. All riders on multi-person cycles must enter the event individually.
6. The use of a hitch bike, baby buggy or any other type of passenger carrying apparatus is not permitted.
7. Private support vehicles are not permitted on the course during the event.
8. During the event, Entrants must comply with all traffic and road laws, all directions issued by Police and VicRoads and all instructions given by Cycle Plan or its employees, agents, contractors, officials and volunteers at the event. Failure to do so may result in removal of the Entrant from the event.
9. Cycles used in the event must comply with Victoria's road rules 1. The Entrant acknowledges that they are responsible for ensuring that their cycle complies.
10. During the event, Entrants must comply with any ride-specific rules notified to them.
11. All entrants must be off the event course by 3:30 pm (15:30 hours). Common Sense and Courtesy when Riding
12. The Entrant while participating in the event must ride and otherwise behave in a safe and responsible manner and use common sense at all times.
13. The Entrant while participating in the event must exercise caution on all public roads and other thoroughfares and ride defensively and courteously.
14. The Entrant is responsible for ensuring that he/she is adequately and appropriately prepared, both physically and mentally, for the event. If the Entrant has any health issues or doubts prior to the event, he/she should seek appropriate medical advice.
15. The Entrant's bicycle needs to be in a good working condition prior to riding in the event. If, in the opinion of Australia, a bicycle is unsafe, or does not comply, when required, with the event rules it cannot be used in the event.
16. Entrants consent to receiving any medical treatment that Cycle Plan or their authorised representatives (including emergency services providers) consider reasonably necessary or desirable during or shortly after the Event.
17. The Entrant acknowledges and agrees that participation in the event is inherently hazardous and that she/he participates in the event at her/his own risk.  
<https://www.vicroads.vic.gov.au/safety-and-road-rules/road-rules/a-to-z-of-road-rules/bicycles>
18. The Entrant accepts the following conditions:
  - a. I accept these conditions of entry and have read in full the Conditions of Entry, the Ride Rules of Victoria and any event rules which apply to the ride that I am entering.
  - b. I understand that cycling can be a hazardous activity, particularly in traffic or among pedestrians, and on remote or mountainous roads.
  - c. I accept that when riding I am at risk and may suffer or cause serious injury or death or property loss or damage. I will take care to avoid injury or damage to others and myself.
  - d. I acknowledge that I have sole responsibility for my personal possessions and sporting equipment during the event and its related activities.
  - e. I acknowledge that the event rides are endurance events requiring a high level of fitness and stamina to complete.
  - f. I declare that I am medically and physically fit to participate in the event and its related activities. I acknowledge that I must, and agree that I will, disclose any medical or other condition that may affect the risk that I or any other person will suffer injury, loss or damage.
  - g. I confirm that I and any children in my care have sufficient competence and experience to participate safely in the event.
  - h. I accept that Cycle Plan limits its liability. It is a condition of participating in the event that I waive, to the extent permitted by law, any claim, right or cause of action which:
    - i. I personally; and
    - ii. each minor in my care; and
    - iii. my heirs, executors and administrators and those of each child in my care may have in contract and civil wrongs law, arising from any personal injury, damage or loss arising out of the ride.
  - i. I accept that this release from liability operates in contract law in favour of Cycle Plan, and all officers, members, volunteers and employees of Cycle Plan and all sponsors of the ride or event and operates whether the damage is due to

- any act or neglect of any of them.
- j. If an Entrant is under 16 years old, an adult must accompany them throughout the ride, unless otherwise agreed in writing by Cycle Plan.
- k. If an entrant is under 18 years old, a parent or guardian must accept the conditions of entry by clicking 'I accept the Conditions of Entry' on the Entry Form and paying with their credit card.
19. Online entries close on the date specified on the Bike-Exchange website.
20. An Entrant may change ride options by advising Cycle Plan and paying any difference in the entry fees between the original ride registered for and for the new ride.
21. Entrants unable to participate may ask to have their entry transferred to the following year's Event. This request must be received by Cycle Plan not later than 21.00 hours on 20<sup>st</sup> October preceding the Event and will be granted once only to any particular Entry.
22. Refunds will not be given for change of mind.
23. No refund or exchange of entry fees except as required by law or as otherwise specified by Cycle Plan
24. Communications in relation to the event will principally be via email. Entrants should therefore provide a valid email address. If an Entrant does not have access to an email address, the Entrant should make every effort to read the event website which will be updated as necessary until the date of the event.
25. Riders should supply a contact telephone number that will be available to the organisers during and immediately after the Event, in case an entrant needs to be contacted.
26. Cycle Plan reserves the right, in its absolute discretion, to:
- a. Change, shorten or otherwise vary the route of any of the event without notice (such change or variation is only likely to occur when fire, flood, road damage or other causes hinder access to the proposed route or when the Cycle Plans Extreme Weather Policy applies); and/or
  - b. cancel, postpone, reschedule or change the time or place for the event.
  - c. Cycle Plan is not responsible for or liable to the Entrant for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise and howsoever or wheresoever incurred by the Entrant resulting from any such action taken by Cycle Plan.
27. The event will be cancelled only if Cycle Plan considers the proposed event to be unsafe, or if it is directed to do so by the relevant authorities.
28. In the event of it being cancelled, Entrants to the cancelled rides may be offered refunds of Entry fees at a level to be determined or be otherwise compensated.
29. Entrants consent to their details being shared with an Event Beneficiary Charity for online fundraising registration only.
30. Other than a request from an authorised authority, any personal information collected by the Cycle Plan is used solely for the purpose of running the event and inviting people for future events. With the sole exception of any Event Beneficiary Charity, no personal information is given to any other party for any purpose.
31. The Entrant acknowledges and agrees that he/she may be photographed or filmed during the Event and consents to Cycle Plan using the Entrant's picture and likeness contained in any photographs or film for publicising the Event and for promoting any future ride or event to be staged by Cycle Plan or for other purposes.
32. The event is an outdoor event and will proceed notwithstanding poor weather conditions on the day of the ride. Cycle Plan is not liable to any Entrant 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 event.
33. Cycle Plan reserves the right, in its absolute discretion, to refuse to allow an Entrant to participate in the event or to remove an Entrant from the event for breach of these terms and conditions or if it otherwise determines it appropriate to do so.