

#### Great Vic Bike Ride 2023

Last updated: 18.05.2023

#### **Terms and Conditions of Entry**

These Terms and Conditions of Entry ("Entry Terms") are designed to enable the Great Vic Bike Ride 2023 from 25 November to 3 December 2023 (the "Ride") to run smoothly. By registering to participate in the Ride, you (the "Ride Participant"), and any additional Ride Participants that you purchase entries for, accept and agree to be bound by these Entry Terms:

# **Entry requirements**

- 1. The Ride Participant may elect to take part in the Great Vic Bike Ride 9-day Ride, 5-day Ride or the 3-day Ride ("Ride Options").
- 2. The Ride Participant may enter online, in person or over the phone with Bicycle Network. Changes may be made, refer to "Transfers" section.
- 3. If the Ride Participant is aged 18 years or younger on the first day of the Ride, the Ride Participant must be accompanied on the ride by a Parent/Guardian. The Parent/Guardian may agree that another adult, such as a School Teacher, can fulfil this role for them.
- 4. It is recommended that children under 12 years of age travel on a bike with a parent or guardian such as on a tandem, in a bike seat, trailer, tag-a-long or similar. For further details, please see babies and toddlers on the Great Vic Bike Ride.
- 5. Bicycle Network may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for entry.

# Ride Participant categories for fee structure

- 6. An adult is defined as a person who is 18 years or older on the first day of the Ride.
- 7. A youth is defined as a person who is between the ages of 17 years and 13 years on the first day of the Ride.
- 8. A child is defined as a person who is between the ages of 12 years and 6 years on the first day of the Ride.
- 9. An infant is defined as a person who is 5 years or under on the first day of the Ride.
- 10. A concession is defined as a person who currently holds a valid:
  - a. Health Care Card;
  - b. Pensioners Concession Card;
  - c. Victorian Public Transport Student Concession Card (or interstate equivalent);
  - d. Victorian Seniors Card (or interstate equivalent);
  - e. War Veterans / War Widows Concession Card or
  - f. Asylum Seekers Concession Card



# Early bird entry period

- 11. The early bird entry period is from 9am AEST Monday 8 May 2023 until 11:59pm AEST Sunday 13 August 2023.
- 12. Early bird entry period is open to all Bicycle Network members and friends.
- 13. The ride participant must purchase tickets in full in this period.

# Standard entry period

- 14. The standard entry period is from 12:00am AEST Monday 14 August 2023 until 11:59pm AEDT Friday 24 November 2023.
- 15. Standard entry period is open to all Bicycle Network members and friends.

### **Bicycle Network Members**

- 16. Bicycle Network members receive 10% off all entry tickets, excluding concession tickets.
- 17. To receive the discount, members must supply their membership or rider number during the registration process

# **Exclusive promotional offers**

18. Bicycle Network has the right to offer special promotional offers throughout the marketing campaigns as incentives to different segments of riders. These offers include value additions and discounts. These offers are not available to all riders and can be added or removed at the discretion of Bicycle Network.

#### Non-riding tickets

- 19. Non-riding ticket holders must be accompanied by a registered riding ticket holder.
- 20. Participants holding this ticket cannot participate in the riding component of the event. Ticket includes camping, meals (excluding lunch), access to campsite facilities and entertainment.
- 21. Participants will not be able to access the campsite until 12:30pm
- 22. Participants travelling between campsites via private vehicles are not permitted to act as support vehicles along the riding route. Private vehicles will also not be allowed onto the campsite and must be parked in the surrounding streets; and follow all local parking rules

#### **Ride Extras**

- 23. Ride Extras will be available from 9:00am AEST Monday 8 May 2023.
- 24. Ride Extras include but are not limited to tent upgrades, phone charging, transport and long-term carpark on the event.
- 25. Bicycle Network is not responsible for any damage to property incurred when utilising the Great Vic ride extras.

# Cancellations

- 26. If the Ride Participant wishes to cancel their participation in the Ride, the Ride Participant must notify Bicycle Network in writing, providing their name, address, rider number and reason for cancellation.
- 27. Written cancellations for Ride Entries received before 5pm AEDT, Thursday 26 October 2023 will receive a full refund. Once written cancellation has been received from the Ride Participant and processed by Bicycle Network, the Ride Participant can no longer transfer their ride ticket.
- 28. Written cancellations for Ride Extras received before 5pm AEDT, Thursday 26 October 2023 will receive a full refund.
- 29. No refunds will be offered for cancellations of Ride Entries or Ride Extras received after 5pm AEDT, Thursday 26 October 2023.
- 30. Medical exemptions supported by an Australian's Doctors Certificate or an Australian Government Covid Confirmation text message will be considered by the event



- organisers for a 50% refund (excluding merchandise) or transfer to the 2024 Great Vic. Any transfers would be subject to a 50% refund if requested in 2024.
- 31. Refunds on merchandise are directed to HUB and adhere to HUB's refund policy.
- 32. Except as otherwise stated in these Entry Terms, Bicycle Network is under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the Ride Participant.

#### **Changes to Ride Extras**

- 33. Ride Participants may add, change and remove Ride Extras until 5pm AEDT, Thursday 26 October 2023 or until a Ride Extra is sold out. Changes after this date are not guaranteed.
- 34. If a change in Ride Extras means the balance payable is greater than the original payment, Ride Participant will be required to pay the difference via credit card. If a change in Ride Extra means the balance payable is less than the original payment, the Ride Participant must call Bicycle Network in writing before 5pm AEDT Thursday 26 October 2023 to request a refund.
- 35. Any Ride Merchandise purchased are non-refundable. At the point of purchase, the product becomes the property of the buyer and will be distributed to the buyer at the allocated time.

#### **Travel insurance**

- 36. The Ride Participant may choose to purchase an external optional travel insurance policy to cover themself in case of cancellation.
- 37. Bicycle Network members that participate in the ride have limited travel insurance cover as part of their membership. Refer to the policy wording for full details.
- 38. Bicycle Network highly recommends the Ride Participant consider purchasing Bicycle Network membership or external travel insurance prior to purchasing a Ride Entry.

#### Transfers, Upgrades and Downgrades

- 39. The Ride Participant may transfer their registration for the Ride. Transfers can be completed by written request to Bicycle Network. All transfers must be completed by 5pm AEDT Thursday 26 October 2023 and incur a \$10 administration fee. To qualify for a transfer, the cancelling Ride Participant must supply Bicycle Network with the new Ride Participant's details at the time of the transfer.
- 40. A Ride Participant may upgrade their Ride Option to the 9-day or 5-day event from a shorter Ride Option at any time. To upgrade, the Ride Participant must contact Bicycle Network on (03) 8376 8888 to request an upgrade and to pay the difference between the original Ride Option and the new Ride Option.
- 41. A Ride Participant may downgrade their ride ticket from the 9-day or 5-day ride to a shorter Ride Option. To downgrade, the Ride Participant must contact Bicycle Network on (03) 8376 8888 before 5pm AEST on Thursday 26 October 2023 to request a downgrade.
- 42. For downgrades made before 5pm AEDT on Thursday 26 October 2023 the difference between the original and the downgrade option will be refunded. If the Ride Participant only paid a deposit for the original Ride Option, then the difference between the deposit and the new Ride Option must be paid in order for the downgrade to be processed.
- 43. No refunds will be offered for downgrades received after 5pm AEDT Thursday 26 October 2023.

#### Ride communications

- 44. Ride communications are principally made via email and the Ride Participant must provide an email address to enter.
- 45. It is the Ride Participant's responsibility to read all information that is made available on the Bicycle Network website, in email newsletters, the Ride Guide and all other literature concerning the Ride.



# **Acknowledgment and waiver**

- 46. The Ride Participant acknowledges and agrees that participation in the Ride is inherently dangerous and that he/she participates in the Ride at their own risk.
- 47. In consideration of Bicycle Network permitting the Ride Participant to enter and participate in the Ride, the Ride Participant hereby releases and indemnifies Bicycle Network, the sponsors of the Ride and any of its 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 Ride Participant may suffer or incur arising from or connected with the Ride Participant'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 Network, the sponsors of the ride and any of their respective representatives.
- 48. Acting Parent/ Guardians of children and/or youth who are Ride Participants consent to the under age child and/or youth participating in the Ride and agree to take full and sole responsibility for the child and or youth's safety and participation in the Ride.

## Compliance with laws

- 49. During the Ride, the Ride Participant must comply with all traffic and road laws, all directions issued by Police and all instructions given by Bicycle Network at the Ride. Failure to do so may result in the Ride Participant being removed from the Ride.
- 50. The Ride Participant must wear an approved bicycle helmet securely fitted and fastened when riding a bicycle during the Ride. The helmet must meet the current Australian and New Zealand standard (AS/NZS 2063:2008).

## Preparation, training, health and safety

- 51. The Ride Participant is responsible for ensuring that he/she has adequately prepared both physically and mentally for the Ride. If the Ride Participant has any health issues or doubts prior to the Ride, he/she should immediately seek appropriate medical advice.
- 52. If, during the Ride, the Ride Participant becomes ill or is injured, Bicycle Network will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Ride Participant's expense. Bicycle Network recommends that Ride Participants hold current ambulance service membership and /or health insurance to cover such costs. Bicycle Network membership includes personal injury and public liability insurance for bike crashes in Australia and New Zealand. Refer to the Bicycle Network membership policy details.
- 53. If, during the Ride, the Ride Participant becomes ill or injured, Bicycle Network reserves the right to contact the Ride Participant's nominated emergency contact
- 54. If a Ride Participant becomes seriously ill or injured and is unable to ride, the Ride Participant will be considered no longer participating in the Ride.
- 55. If a Ride Participant is diagnosed with a communicable disease whilst on the Ride, the Participant is required to immediately retire from the Ride.
- 56. If a Ride Participant is either expelled from, or chooses to discontinue the Ride, the Ride Participant is responsible for his/her own transport and associated costs.
- 57. If a Ride Participant engages the use of the Bicycle Network SAG Wagon on three (3) or more occasions, excluding medical or mechanical reasons, the Ride Participant will be asked to leave the ride, at the discretion of the Event Manager, and the Ride Participant's ride ticket will be cancelled.
- 58. A Ride Participant understands that should they fail to complete the required riding distance within a reasonably foreseen time frame, they will be required to be driven in the SAG Wagon the remainder of the day's riding distance. Should the Ride Participant refuse, they will be considered outside of the Ride and accept all associated risks.

#### Mode of transport

59. Only human-powered, including recumbents and non-standard bicycles, and Victorian Government approved e-bikes are permitted on the Ride.



60. The Ride Participant must ride a bicycle that is in a serviceable condition and complies with all relevant legislation.

#### E-Bikes

- 61. E-bikes must comply with Victorian regulations for power assisted bicycles
- 62. The Ride Participant is responsible for supplying enough battery power to complete all ride days on Great Vic.
- 63. E-bike charging will be available via Bicycle Network. There is an E-bike package available with unlimited secure overnight charging that is to be purchased pre-event via Register Now
- 64. We highly recommend bringing multiple E-Bike batteries to ensure sufficient charge. Charging times are limited to opening hours. (Midday 6pm)

#### Common sense

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

# Special requirements

- 67. When advised and where reasonably able to do so, Bicycle Network will endeavour to cater for people with disability.
- 68. Bicycle Network will consider written requests before the Ride for personal assistance with specific health matters including refrigeration of prescription drugs.
- 69. If a Ride Participant requires a sleep apnoea machine, they will be required to bring a battery powered machine. Bicycle Network will assist in charging the batteries each day and will transport of this device.

#### Meal and dietary requirements

- 70. Bicycle Network offers six meal types during the Ride: Standard, Vegetarian, Vegan, Gluten-free standard, Gluten-free Vegetarian and Gluten-free Vegan.
- 71. All Great Vic Bike Ride meals will be produced without the inclusion of peanuts and other tree nuts. However, whilst reasonable measures are taken to ensure meals don't contain nuts, all meals are processed in a factory containing nuts and may contain traces of nuts.
- 72. Bicycle Network cannot cater for any other specific allergies and if the six available meal types do not meet a Ride Participant's dietary requirements, the Ride Participant must consider alternate ways in which to personally cater for their own meals.
- 73. Due to food safety regulations, Bicycle Network cannot, under any circumstances, facilitate the storage, transport or cooking of self-catered meals.
- 74. All meals served by Bicycle Network and its caterers are prepared in a controlled environment and abide by all necessary food health and safety regulations. All nutritional data is available on the Bicycle Network website pre-event.
- 75. BBQs, gas burners or other cooking equipment are not permitted on event sites.

#### Mobile phone charging

- 76. The sale of mobile phone charging via the Bicycle Network website is on behalf of the mobile phone charging contractor, ChargeSpot and is not operated by Bicycle Network.
- 77. Unlimited charging is per battery pack unit, and cannot be used for charging of e-bikes.
- 78. Bicycle Network is not liable for any for any loss, damage, cost or expense, whether direct or indirect, incurred by the Ride Participant that may result from any action taken by ChargeSpot.



- 79. ChargeSpot is responsible for operating the mobile phone charging station on event, and as such the sale of all unlimited charging is subject to <a href="ChargeSpot">ChargeSpot</a>'s terms and conditions.
- 80. ChargeSpot will request a \$30 per unit refundable deposit for security of their asset. Bicycle Network is not liable for this deposit.

#### **Behaviour**

- 81. Ride Participants are not permitted onto the Campsite until 12pm daily, or unless specified otherwise.
- 82. Conduct which, in reasonable opinion of Bicycle Network, is inappropriate may result in the Ride Participant being expelled from the Ride.

# Alcohol and illicit drugs

- 83. Bringing, consuming or possessing alcohol or illicit drugs on to the campsite is strictly prohibited. Ride Participant's must not remove alcohol from the licensed area.
- 84. Drunkenness or under-age drinking is not tolerated and will be referred to the Police.
- 85. The campsite is a non-smoking area, this includes vaping and e-cigarettes.

## Private support vehicles

86. Private support vehicles are not permitted on the Ride.

## **Photography**

87. The Ride Participant acknowledges and agrees that they may be photographed or filmed during the Ride and consents to Bicycle Network using their picture and likeness contained in any photographs or film for the purpose of publicising the Great Vic Bike Ride and for promoting any future ride or event held by Bicycle Network.

#### Weather

- 88. The Ride is held outdoors and will proceed notwithstanding poor weather conditions on the day of the Ride. Bicycle Network is not liable to the Ride Participant 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.
- 89. Ride Participants are expected to take all care to prepare for adverse weather events incurring during the ride and must come prepared with appropriate clothing and equipment for all weather.

#### **Privacy**

- 90. Bicycle Network collects, uses, discloses and otherwise handles Ride Participants personal information in accordance with the terms of its Privacy Policy Statement (see <a href="https://www.bicyclenetwork.com.au/about-us/governance/#documents">https://www.bicyclenetwork.com.au/about-us/governance/#documents</a> *Privacy Policy*). All information remains the property of Bicycle Network.
- 91. The Ride Participant gives permission for his/her contact details to be passed onto suppliers and stakeholders for the fulfilment of event services. This includes, but is not limited to; Medical Edge, Ballarat Coachlines, AllTrails, Echo Printing, ChargeSpot, Race Atlas.
- 92. The Ride Participant gives permission for his/her registration details to be shared with Ambulance Victoria, if required, to assist in facilitating an emergency response.

# Other

93. Bicycle Network reserves the right, in its absolute discretion, to cancel, postpone, reschedule or change the time and/or place of the Ride and any of the Ride Options for any reason and at any time prior to the commencement of the Ride, without prior



notice.

- 94. Bicycle Network is not or liable to the Ride Participant for any loss, damage, cost or expense, whether direct, indirect, incurred by the Ride Participant that may result from any action taken by Bicycle Network.
- 95. Bicycle Network reserves the right, in its absolute discretion, to refuse to allow the Ride Participant to participate in the Ride, or to remove the Ride Participant from the Ride for breach of these terms and conditions, or if it determines it appropriate to do so.
- 96. No animals are permitted on the Ride with the exception of an approved request made by a Ride Participant for a Guide Dog or other Assistance Animal.
- 97. Bicycle Network will transport Ride Participants' luggage between campsites. Each Ride Participant is allowed two bags weighing a maximum of 10kg each. Overweight bags will not be handled by Bicycle Network and will incur a \$50 fee. Reasonable care will be taken with Ride Participants' luggage. Except as required by law, Bicycle Network does not accept any responsibility for loss or damage.
- 98. "Bicycle Network" means the Bicycle Network Victoria Incorporated ABN 41 026 835 903 and includes where appropriate Bicycle Network's employees, volunteers, agents, contractors and officers.
- 99. Bicycle Network reserves the right to alter these terms and conditions at any time. All registered Ride Participants who have agreed to the terms and conditions prior to these amendments will be notified of changes.
- 100. Bicycle Network recommends pregnant Ride Participants consult a medical professional prior to entry. For further details, please see <u>Pregnancy on the Great Vic Bike Ride</u>