

# Peaks Challenge Falls Creek 2025 Terms and Conditions of Entry

## Dated at 1.03.2024

These Terms and Conditions of Entry ("Entry Terms") are designed to enable the Peaks Challenge Falls Creek on Sunday 9 March 2025 (the "Event") to run smoothly and safely. By registering to participate in the Event, you (the "Rider") accept and agree to be bound by these Entry Terms.

### **Rider Safety**

Bicycle Network is committed to ensuring the wellbeing of all participants at Peaks Challenge Falls Creek and will continually monitor their welfare throughout the Event.

Prior to registration on Saturday 8 March 2025, all bikes to be used on the Event must be inspected at Falls Creek. As per the Event Terms and Conditions, participants will be unable to register or start the Event without completing the bicycle and equipment check. The check is to inspect the operation of front and rear brakes and operating front and rear lights. Bike mechanics will also be present to assist with the bike inspection. Any bike that is considered to not satisfy the requirements will be forwarded to the bike mechanic for review and assistance as needed.

#### All participants must attend the Event Village on Saturday 8 March 2025.

Below is a list of mandatory items that must be carried / used by all Peaks Challenge Falls Creek participants for the duration of the Event:

- Bike helmet
- Bike lights (front & rear) and spare batteries (if your lights require them)
- Rider ID (Event wristband and bike tag, provided at registration)
- Rain / wind jacket
- Gloves
- Secondary food supplies
- 2 x Drink bottles
- Puncture repair kit
- Tubes

#### Safe Cycling and Rider Etiquette

Peaks Challenge Falls Creek is a ride, not a race. We expect all participants to be competent bike riders, to have trained for the Event and be familiar with riding on public roads. We also expect participants to have a well maintained bike and be able to perform basic repairs.

Once a rider signs on as a participant in the ride we provide as much information and education as possible to ensure they are well aware of the risks involved and their expected behaviour as a participant. It is important that riders do not take any risks that could put themselves or other riders and road users in a life threatening situation. Riders are advised to respect all road users and obey the road rules and Event officials at all times.

Bicycle Network will not support riders on the Event who do not obey the laws that cover road use by cyclists. Know your rights and responsibilities when cycling in the Alpine region.



The following guidelines are communicated to riders to assist them to complete the ride safely and incident free:

- When descending; ride within your limits, do not take any risks, keep left at all times
- Do not cross the white line in the centre of the road
- Do not overtake other riders on their left
- Limit your speed to 50km/h and take your time when descending down Falls Creek and Tawonga Gap
- Obey all road rules whether you are on a closed or open road, the road rules do not change
- Do not ride on the wrong side of the road
- No overtaking on descending corners
- Obey all traffic signals and signs
- Ride to the left side of the left lane
- Use a hand signal if turning
- Use hand and voice signals when changing or altering the current course of your direction or moving state
- Do not ride more than two abreast, unless overtaking other riders
- Do not ride within 2m of the rear of a moving vehicle for more than 200m or hold onto a moving vehicle
- Obey all Event signals, signs, route marshals, motorcycle marshals and traffic controllers
- Keep left unless overtaking
- Do not litter along the route, dispose of all rubbish at aid stations you are riding through a National Park, please respect the environment



## **Entry Requirements**

- 1. The Rider may elect to take part in the ride starting and finishing at Falls Creek
- 2. A registration is not considered to be complete, and a place held in the ride until all required rider information is supplied and payment in full has been received.
- 3. The Rider warrants that they have prior experience or will obtain experience riding in groups and be able to maintain a suitable average speed to complete the 235km Event within 13 hours. Factor in the amount of breaks and non-riding time when calculating your estimated time to complete.
- 4. The Rider must be aged 16 years or older on the day of the Event to participate.
- 5. Riders aged 15 or under may express their interest in participating in Peaks Challenge. The Event Organisers (Bicycle Network) hold complete discretion in accepting or denying these entries and reserve the right to cancel and refund these entries at any time. Evidence that the rider can comfortably complete Peaks Challenge in under 12 hours must be provided (i.e. evidence from other rides on Strava). All other conditions apply for a Rider being under the age of 18.
- 6. If the Rider is under the age of 18, the Rider's parent / guardian must give their consent when requested during the online registration. The parent / guardian must provide a contact phone number.
- 7. If the Rider is under the age of 18 years old on the day of the Event, the Rider must be accompanied on the ride by a registered rider over 18 years old ("Supervising Rider") as nominated at the time of registration. The Supervising Rider must provide a contact phone number.
- 8. Bicycle Network may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.

### **Pre-Sale Pricing**

- 9. To receive the Pre-Sale price, the Rider must enter and pay in full by 11:59pm on Sunday 31 March, 2024.
- 10. Bicycle Network Members may receive 10% off the Pre-Sale entry price at the time of purchase.
- 11. Bicycle Network reserves the right to alter the price and 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.

### Cancellations

- 12. Any cancellation, or request to refund, must be received by the event organizers at least 60 days prior to the Event date, OR by the date/s specified below, whichever comes second.
  - a. For Peaks Challenge, this date is Friday 10 January 2025, 11:59pm.
- 13. If the Rider wishes to cancel their registration for the Ride, the Rider can do so via the registration platform (Race Roster) or by contacting Bicycle Network directly on 1800 639 634, or by writing an email to riderservices@bicyclenetwork.com.au.
- 14. Cancellations received prior to Friday 10 January 2025, 11:59pm, will be refunded in full, less a \$10.00 administration fee.
- 15. No refunds will be offered for cancellations received after Friday 10 January 2025, 11:59pm
- 16. If a cancellation request is received within 60 days of the Event, medical exemptions supported by an Australian's Doctors Certificate will be considered by the event organisers for a 50% refund only.
- 17. If the Rider wishes to transfer instead, please see "Transfers to the Following Year".
- 18. Medical refunds or transfers are subject to a \$10.00 administration fee.
- 19. Except as otherwise stated in these Entry Terms and as required by law, Bicycle Network is under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the Rider.

#### Changes to Ride Extras, Add-Ons, and Merchandise

- 20. Merchandise items are non-refundable.
  - a. Selected add-ons are not refundable.
  - b. Carbon Offset is not refundable.



- c. Bicycle Network Membership is not refundable.
  - i. By purchasing this item, you agree that you have read and accepted Bicycle Network's Membership <u>Terms and Conditions</u>
- d. Donations are not refundable.
- 21. The Rider may add, change and remove other selected add-ons or ride extras, under the complete discretion of Bicycle Network, up until 30 days prior to the Event.
  - e. For Peaks Challenge, this date is Friday 7 February, 2025,11:59pm.
- 22. Any change is subject to a \$10.00 administration fee.
- 23. Any change of ride extra or add-on is subject to availability.
- 24. Bicycle Network reserves the right to limit the sale of any ride extra or add-on.

### Transfer of Name

- 25. The Rider may request to transfer their registration for the Ride to another Rider by using the Race Roster registration portal, or by contacting Bicycle Network directly on 1800 639 634, or by writing an email to <u>riderservices@bicyclenetwork.com.au</u>.
- 26. Any transfer of Rider name will be subject to a \$10.00 administration fee.
- 27. Any transfer of Rider name request must be completed by 14 days out from the Event.
- 28. Transfer of name is at the absolute discretion of Bicycle Network.

### Transfer to the Following Year

- 29. The Rider may request to transfer their registration for the Ride to the following year by using the Race Roster registration portal, or by contacting Bicycle Network directly on 1800 639 634, or by writing an email to riderservices@bicyclenetwork.com.au.
- 30. Any transfer to the following year will be subject to a \$10.00 administration fee.
- 31. Any transfer is subject to the absolute discretion of Bicycle Network.
- 32. If granted, any transfer is valid only for a maximum of 12 months.
- 33. Transfers may be offered to the rider in the form of a credit.
  - a. This credit will be provided to the applicable dollar value as paid (less a \$10.00 fee).
- 34. Any transfer request must be completed by 30 days prior to the Event, or by the date/s specified below, whichever comes second.
  - b. For Peaks Challenge, this date is Friday 7 February, 2025,11:59pm.
- 35. If a transfer request is received within 30 days of the Event, medical exemptions supported by an Australian's Doctors Certificate will be considered for a 50% transfer to the following year in the form of a credit.
  - a. This subsequent transfer would be subject to a 50% refund if requested in the following year, provided an Australian Doctor's Certificate is presented, otherwise the ticket is forfeited.
  - b. In each case, medical refunds or transfers are subject to a \$10.00 administration fee.

## **Transfer to a Different Event**

- 1. The Rider may request to transfer their registration for the Ride to the following year only by contacting Bicycle Network directly on 1800 639 634, or by writing an email to riderservices@bicyclenetwork.com.au.
- 2. Any transfer to a different event will be subject to a \$10.00 administration fee.
- 3. Any transfer is subject to the absolute discretion of Bicycle Network.
- 4. If granted, any transfer is valid only for a maximum of 12 months.
- 5. Transfers may be offered to the rider in the form of a credit.
  - a. This credit will be provided to the applicable dollar value as paid (less a \$10.00 fee).
- 6. Any transfer request must be completed by 30 days prior to the Event, or by the date/s specified below, whichever comes second.
  - a. For Peaks Challenge, this date is Friday 7 February, 2025,11:59pm.

#### Ride communications

- 1. Ride communications will principally be made via email. The Rider must therefore provide a valid email address upon registration.
- 2. The Rider consents to receiving and reading all information that is made available on



the Bicycle Network website, in email newsletters, the Ride Guide and all other literature concerning the Event.

### Mode of Transport

3. Only standard, human-powered bicycles are permitted on the Event. Unicycles, scooters, motorised and power-assisted bicycles, child seats, tagalongs, trailers and animals are not permitted on the Event. If you plan to ride a non-conventional bicycle, please contact Bicycle Network to discuss if it can be supported on the Event. For more information please contact Bicycle Network www.bicyclenetwork.com.au and send a message, or call 1800 639 634.

### **Finisher's Jersey**

- 4. Riders who register and pay in full for the Event will be eligible to receive a Finishers jerseys.
- 5. To receive the Finishers Jersey the rider must cross the finish line under 13 hours.
- 6. Riders who break the law, litter intentionally on route, are disrespectful to their fellow riders or Event Team, or do not finish within the given time limit are not eligible for the Finisher's Jersey.

### SAG Wagon

- 7. SAG Wagons will be operating for the duration of the Event, to support Riders who have a mechanical break-down or are unable to continue riding to injury, illness or fatigue.
- 8. Bicycle Network will use its best endeavours to take due care in handling bicycles and/or accessories on the SAG Wagon, but is not responsible for any loss, damage, cost or expense that the Rider may suffer or incur as a result of Bicycle Network handling their bike and or accessories.

#### **Closing Dates for Entries**

9. All online Event entries close at 6pm Saturday 8 March 2025, unless sold out prior.

#### Acknowledgment and Waiver

- 10. The Rider acknowledges and agrees that participation in the Event is inherently dangerous and that they participate in the Event at their own risk.
- 11. In consideration of Bicycle Network permitting the Rider to enter and participate in the Event, the Rider hereby releases and indemnifies Bicycle Network, the sponsors of the Event and any of their respective representatives from and against all and any claims, law suits, demands, liabilities, loss and damage (including indirect and consequential loss), costs, expenses and, interest, whether pursuant to common law or statute, that the Rider may suffer or incur arising from or connected with the Rider'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 Event and any of their respective representatives.
- 12. If the Rider is a parent/guardian of a person under 18 years ("Under Age Child") who is participating in the Ride, that Rider consents to the Under Age Child participating in the Event and agrees to take full and sole responsibility for the Under Age Child's safety and participation in the Event. The Rider further agrees and undertakes to Bicycle Network for and on behalf of the Under Age Child that the release and indemnity contained in clause 27 applies with full force and effect to the Under Age Child and that the Rider and any spouse or defacto spouse or partner will take no steps of any sort on behalf of the Under Age Child that would result in the release and indemnity in clause 27 being rendered inoperative, of no effect or being declared or ordered by a court of law as not applying to the Under Age Child.

## **Compliance with Laws and Regulations**

- 13. During the Event, the Rider must comply with all traffic and road laws and regulations, all directions issued by Victoria Police and all instructions given by Bicycle Network or any employees or officials representing Bicycle Network at the Event. Failure to do so may result in the Rider being removed from the Event and will not receive a registration refund.
- 14. The Rider must wear an Australian standard cycling helmet at all times during the Event



while riding a bicycle.

- 15. As per Rule 259 of the Traffic Regulations, riders of a bicycle must not ride at night, or in hazardous weather conditions causing reduced visibility, unless the bicycle, or the rider, displays:
  - A flashing or steady white light that is clearly visible for at least 200 metres from the front of the bicycle; and
  - A flashing or steady red light that is clearly visible for at least 200 metres from the rear of the bicycle; and
  - Red reflector that is clearly visible for at least 50 metres from the rear of the bicycle when light is projected onto it by a vehicle's headlight on low-beam.

## **Compulsory Equipment and Clothing**

- 16. Riders must ensure that their bike, equipment and clothing are suitable for the nature of road riding undertaken and alpine terrain travelled through during the Event.
- 17. Riders must ensure that their bike is in excellent working order with consideration given to appropriate gearing, chain condition, saddle comfort, wheels, spokes and tyre condition and brakes efficiency.
- 18. All Riders are required to have their bike checked prior to taking part in the Event. Failure to have your bike checked will result in no bike tag being issued and your participation in the Event cancelled. Bike check consists of operating front and rear brakes and operating front and rear lights.
- 19. All Riders must wear or carry the following equipment and clothing for the duration of the Event;
  - Bike helmet as specified in clause 28;
  - Bike lights as specified in clause 29 for dark, wet, foggy or low visibility conditions;
  - Spare light batteries (if your light will require them due to extensive use);
  - Rider ID;
  - Rain jacket;
  - 2 x Drink bottles;
  - Puncture repair kit and tubes
  - Secondary food supplies (Rider Valet Service available for food distribution along the route.
  - More information can be found regarding this service on the Bicycle Network website at www.peakschallenge.com.au under the Event Information section.
- 20. Both front and rear lights must be operating (on) as a condition of starting the Event.



## Preparation, Training, Health and Safety

- 21. The Rider is responsible for ensuring that they have adequately and appropriately prepared both physically and mentally for the Event. If the Rider has any health issues or doubts prior to the Event, they should immediately seek appropriate medical advice.
- 22. If, during the Event, the Rider becomes ill or is injured, Bicycle Network will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider's expense. Bicycle Network highly recommends that Riders hold current ambulance service membership and/or health insurance to cover such costs.
- 23. In the Event that the Rider requires medical transport, Bicycle Network reserves the right to contact the Riders nominated Emergency Contact

#### **Common Sense**

- 24. The Rider must ride in a safe and responsible manner during the Event and use common sense at all times.
- 25. The Rider must exercise caution on all public roads and other thoroughfares and ride defensively and courteously.

### **Meals and Dietary Requirements**

- 26. The standard meal types offered for the Event are standard, vegetarian, vegan and gluten free vegetarian.
- 27. If these options do not meet your dietary requirements, you must consider alternate ways in which to personally cater for your own meals.
- 28. Any special meal option for the Event is provided by Bicycle Network as a service to the Riders. Every effort is made by Bicycle Network and the appointed caterers to ensure that recipes and ingredients are controlled.
- 29. Bicycle Network and their caterers cannot however, guarantee that any meal or food item is exactly as described contamination by allergens can occur that is beyond Bicycle Network and or the caterer's reasonable control.
- 30. It is solely the Rider's responsibility to carry on you at all times, suitable food and/or medication which may be necessary to treat any particular medical condition that you suffer from. The Rider Valet Service is available to assist Riders in food distribution along the route. More information can be found on the Bicycle Network website at www.peakschallenge.com.au under the Event Information section.

#### **Ride and Ride Option Variation**

- 31. Bicycle Network reserves the right, in its absolute discretion, to:
  - Change or vary the route of any of the Event without notice;
  - Cancel, postpone, reschedule or change the time or place for the Event for any reason and at any time prior to the commencement of the Event; and
- 32. Bicycle Network is not responsible for or liable to the Rider for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise incurred by the Rider resulting from any such action taken by Bicycle Network.

#### **Travel Insurance**

33. Bicycle Network recommends Riders take out travel insurance that provides cover for involuntary cancellation of your holiday including airfare(s). Bicycle Network offers travel insurance as part of its membership (subject to the conditions of the policy wording). For more information or to become a member of Bicycle Network visit www.bicyclenetwork.com.au or call 1800 639 634.



## **Route Sector Opening and Closing Times**

- 34. Riders must obey the route sector opening and closing times implemented during the Event. The sector opening and closing times are posted on the Bicycle Network website at www.peakschallenge.com.au under the Event Information section.
- 35. Should any Rider be found riding before a sector is open they will be unsupported.
- 36. Should any Rider be found riding after the sector is closed they will be asked to retire from the Event and are required to use the support vehicles for transportation back to the Finish Site.
- 37. Should a Rider refuse to obey sector opening and closing times, they will be suspended from the Event and unsupported in their return to the finish site.

#### Private support vehicles

- 38. Private support vehicles are not permitted on the Event course.
- 39. If you retire from the Event, friends or family can collect you by accessing the rider route only outside of the route sector opening and closing times.

#### Photography

- 40. The Rider acknowledges and agrees that they may be photographed or filmed during the Event and consents to Bicycle Network using the Rider'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 Bicycle Network.
- 41. The Parent/Guardian acknowledges and agrees that their Under Age Child may be photographed or filmed during the Event and consents to Bicycle Network using the Rider'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 Bicycle Network.
- 42. Participants in the Peaks Challenge Falls Creek, give their permission to have their details forwarded to the official photographer and timing contractor of the Event.

#### Privacy

43. Bicycle Network collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy Statement (see www.bicyclenetwork.com.au and search "privacy" for full details). All information remains the property of Bicycle Network.

#### Other

- 44. The Event will be held outdoors and may proceed notwithstanding poor weather conditions on the day of the Ride. Bicycle Network is not liable to the Rider 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, during or if the Event is cancelled.
- 45. Bicycle Network reserves the right, in its absolute discretion, to refuse to allow the Rider to participate in the Event or to remove the Rider from the Event for breach of these Entry Terms or if it otherwise determines it appropriate to do so.
- 46. Bicycle Network is not liable to the Rider for any loss, damage, cost or expense of any kind, including but not limited to, the refund of the entry fee, if the Rider is denied access to or removed from the Event for any reason.
- 47. "Bicycle Network" means the Bicycle Network Incorporated ABN 41 026 835 903 and includes where appropriate Bicycle Network's employees, volunteers, agents, contractors and officers.
- 48. Bicycle Network reserves the right to alter these terms and conditions at any time. All registered Riders who have agreed to the terms and conditions prior to these amendments will be notified and will need to agree to the updated terms and conditions.



## **Event Prize Pool**

- 49. To be eligible for the KOM, QOM or Fastest Climber prizes all T&C must be adhered to.
- 50. Bicycle Network will award \$500 per person per climb to both the male and female riders with the fastest climb time on the three main climbs as stated below;
  - a. Tawonga Gap
  - b. Mount Hotham
  - c. Falls Creek
- 51. Bicycle Network will also award \$50 per person per climb to both the male and female riders with the fastest climb time on the three main climbs within the following age groups:
  - a. 18-30 years
  - b. 31-40 years
  - c. 41-50 years
  - d. 51-59 years
  - e. 60-69 years
  - f. 70+ years
- 52. Bicycle Network determines age-group eligibility based on the Riders age on the day of the event, through data provided at registration but reserves the right to request verification of age-group eligibility.
- 53. Bicycle Network determines the start and finish location of each climb sector and the fastest times are determined by the data provided by the Event's official timing contractor
- 54. Riders must complete Peaks Challenge Falls Creek within the 13-hour deadline to be eligible for any of the Event prize pool.
- 55. Riders are responsible for the correct mounting of the timing chip label.
- 56. Riders must always carry their own timing chip label. If found to bike swap or chip swap for any of the route both/all riders involved will be disqualified from the event prize pool and the event.
- 57. Allocation and distribution of prize money is completely at the discretion of Bicycle Network Event Team Management. This includes (but not limited to) for if any reason is believed that cheating or manipulation of results or any activity not in the spirit of the competition has occurred, intentional or not.
- 58. Free of Charge participants are not eligible to win the event prize pool in any way.