

City Tattersalls Cycling Charity Classic - Rider Agreement

These terms and conditions are entered into between City Tattersalls Club ABN 44 004 054 353 (we, us, our and other similar expressions) and the Participant (you, your or other similar expressions).

1. DEFINITIONS

1.1. In this Agreement, the following definitions apply:

Event means the event known as the City Tattersalls Cycling Charity Classic, which is a 110km cycling ride scheduled to take place on 26 February 2022 in Perisher Valley to raise money for RSL LifeCare and GOTCHA4Life, as well as various pre/post-event activities including, without limitation, one or more training rides and gym sessions.

Links refers to hyperlinks and pointers to sites operated by third parties.

Privacy Policy means the Privacy Policy of City Tattersalls Club as set out at <https://citytatts.com.au/privacy-policy/>.

Released Parties means City Tattersalls Club ABN 44 004 054 353 and its affiliates and their respective directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; all Event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing including but not limited to City Tattersalls Club.

Site refers to the website located at <https://citytatts.com.au/>.

2. PARTICIPATION

2.1. By registering to participate in the Event, you freely and voluntarily warrant and represent to us that:

- (a) You have read and understood these terms and conditions;
- (b) You satisfy the eligibility to participate requirements set out in clause 3 below; and
- (c) You agree to abide by all rules, regulations, road safety requirements and event instructions of the Event, as well as all applicable municipal and state laws and regulations, including all traffic and road rules.

2.2. You acknowledge and agree that if you are accepted to participate in the Event, you must comply with these terms and conditions.

2.3. We may, at our option, cancel your participation in the Event if you:

- (a) breach these terms and conditions;
- (b) participate in the Event without permission;
- (c) behave in a way that is a risk to you or others;
- (d) behave in a way that is inappropriate or offensive or in breach of the law; or
- (e) use illegal or performance enhancing drugs when undertaking the Event,

and you will not be entitled to a refund of all or part of your registration fee.

3. ELIGIBILITY TO PARTICIPATE

- 3.1. You must be signed up, and must pay your registration fee of \$300 by 20 February 2022 to be eligible to participate in the Event. Payment extensions may be provided with our approval.
- 3.2. You represent and warrant that you will be at least 14 years old at the time of the Event. If you are under the age of 18 at the time of the Event, you understand that you **MUST** have a guardian accompany you on the Event as a fellow, registered participant.
- 3.3. If you are under 18 years of age, you understand that a parent or guardian must accept and acknowledge these terms and conditions on your behalf.

4. DONATIONS

- 4.1. If you are a rider, you understand that in order to ride in the Event you must raise at least \$700, with a target of \$1,000 in donations to either one or both of RSL LifeCare and GOTCHA4Life. If you have not raised the minimum amount of \$700 before 26 February 2022, you may make your own personal donation to reach that minimum in order to participate in the event.
- 4.2. You understand that all donations processed for the Event are non-transferable, even if you do not participate in the Event. You further understand that your registration fee of \$300 is non-transferable, does not apply toward your fundraising commitment, and is not tax deductible. The \$300 registration fee is there to cover your accommodation, jersey, insurance and other operational costs associated with the ride.
- 4.3. You acknowledge and agree that any request made by you regarding a refund of a donation or registration made by you to us must be in writing and will be considered by the Committee of the City Tattersalls Cycling Club on a case-by-case basis. Subject to clauses 5.5.3 and 5.5.4 below, we reserves the right to refuse any request.

5. RISKS AND LIABILITIES

- 5.1. To the extent permitted by law, you release each of the Released Persons from all or any claims, demands, proceedings, action, suit, damage, penalty, cost or expense however arising including but not limited to negligence (**Claims**) that you have or may have had but for this release arising out of or connected with your participation in the Event, except in cases where our conduct or the conduct of other Released Parties is reckless. This release will continue indefinitely and binds each of your heirs, successors, executors, administrators, personal representatives and assigns.
- 5.2. You acknowledge that you are participating in the Event at your own risk and:
 - (a) You acknowledge that you are aware of the inherent risks involved in participating in the Event, and acknowledge that there is a real risk of physical or mental injury (including aggravation, acceleration or recurrence of such an injury) or death from various causes including but not limited to overexertion, heart attack, dehydration, accidents, falls, contact with other participants, objects, bicycles and vehicles, the effects of weather, traffic, and the conditions of the roads and routes used by the Event, and you assert that your participation in this Event is voluntary and you must assume all of the inherent risks of the Event and take full responsibility for any and all damages, liabilities, losses or expenses that you incur as a result of participating in the Event;
 - (b) You acknowledge that you, and you alone, are solely responsible for your personal health and safety;
 - (c) You attest that you are physically capable of, and have sufficiently trained for, completing each respective element of the Event;
 - (d) If you are under treatment for any physical infirmity, disorder, ailment, or illness, your medical care provider has been appraised and has approved of, your participation in this Event;

- (e) You consent to receive medical treatment which may be advisable in the event of illness or injuries by you during this Event, and you agree to pay the costs of any such medical treatment;
- (f) You acknowledge that you are responsible for any travel and medical insurance and for payment and/or reimbursement of medical or surgical expenses incurred by you as a result of your participation in the Event;
- (g) You acknowledge that you have sole responsibility for your personal possessions prior to, during and after the Event and related activities; and
- (h) You accept that your participation in the Event is subject to the sole discretion of the organisers of the Event, and that your participation may be limited or terminated and that the City Tattersalls Club reserves the right to cancel or vary the Event, for any reason.

5.3. To the maximum extent permitted by law, unless expressly provided in these terms and conditions, all implied terms, conditions, warranties and any other additional obligations are excluded from these terms and conditions. If any legislation implies into these terms and conditions any term, condition, warranty or additional obligation that cannot be lawfully excluded (**Non-Excludable Guarantee**), then that term, condition, warranty or additional obligation will be included in these terms and conditions only to the extent required by the relevant legislation, but each party's liability in respect of any breach of that term, condition, warranty or additional obligation will be limited to the maximum extent (if any) permitted by that legislation.

5.4. Where we are bound by a Non-Excludable Guarantee, but are permitted to limit our liability under that Non-Excludable Guarantee, then to the extent permitted by law, our sole liability for breach of contract, breach of statutory duty, breach of a condition, warranty, guarantee, negligence, or other tort or other obligation implied by law is limited to any one of the following as we decide:

- (a) in the case of goods, the repair or replacement of the goods or the supply of equivalent goods (or a refund of the amount paid for the goods); and
- (b) in the case of services, the supplying of the services again (or a refund of the amount paid for the service).

6. AUSTRALIAN CONSUMER LAW

6.1. You agree that the Event constitutes a recreational service within the meaning of section 139A of the *Competition and Consumer Act 2010* (Cth) as the Event is:

- (a) a sporting event or similar leisure time pursuit; and/or
- (b) other activity that involves a significant degree of physical exertion or physical risk and is undertaken for the purpose of recreation, enjoyment or leisure.

6.2. The *Competition and Consumer Act 2010* (Cth) imply certain guarantees into contracts for the supply of certain goods and services, for example, that goods or services will be rendered with due care and skill, that goods or services supplied will be reasonably fit for purpose and that goods or services will be delivered in a timely manner (**Statutory Guarantees**).

6.3. Under section 139A of the *Competition and Consumer Act 2010* (Cth), we are entitled to ask you to agree (and you hereby agree) that these Statutory Guarantees relating to the supply of services do not apply to you and that you (including your executors, administrators, heirs, next of kin, successors and assigns) will take no course of action against us or any other Released Party if you are killed or mentally or physically injured because the Event was not provided in accordance with the Statutory Guarantees.

6.4. Note: the changes to your rights as set out in this clause 6, do not apply if your death or injury is due to gross negligence on our part. 'Gross negligence' in relation to an act or omission,

means doing the act or failing to do any act with reckless disregard, with or without consciousness, for the consequences of the act or omission.

7. POTENTIAL ROUTE CHANGES AND TIMINGS

- 7.1. The route will be along public roads to which all normal road rules apply. These roads will not be closed for the Event.
- 7.2. We reserve the right to close or alter sections of the route for safety or any other reason.
- 7.3. You accept that the route shown on promotional material may be subject to change and that we may need to cancel, postpone, halt, delay, abridge, re-route or otherwise alter the Event in response to hazards including but not limited to COVID restrictions, natural disaster, fire, flood, road works or access permits. In such instances, you will be given as much notice as possible and any necessary alterations will attempt to preserve the nature of the Event as much as possible.

8. SAFETY AND INSURANCE

- 8.1. In case of emergency (eg – serious injury, breathing difficulty, bushfire) you must call 000.
- 8.2. If you have a non-urgent medical issue, please contact the First Aid Team first (contact number on the bike sticker we provide to you) and they will assist.
- 8.3. It is always recommended that you maintain your own insurances to cover yourself in the event of serious injury sustained during the period of the Event. This should also include Ambulance Cover in case of emergency. We have public liability insurance to cover the Event and have arranged for some Personal Accident insurance to cover you (up to a certain limit). It is recommended that you review the Insurance Document available on our Site which details what you are covered for under this Event Cover, and arrange your own Personal Accident Insurance cover dependant on your own personal and financial circumstances before participating in the Event to cover any unforeseen personal costs you may incur.

9. NO THIRD-PARTY ENDORSEMENTS OR LIABILITY

- 9.1. We do not sponsor, endorse, adopt, confirm, guarantee or approve the content or representations made by RSL LifeCare, GOTCHA4Life and any other affiliates. This is despite us including any of our affiliates in advertising or providing Links on our Site from time to time. These Links do not form part of our Site and we are not responsible for the information, advertising, products, resources or other material, of any Links on the Site and in no event will we be liable, directly or indirectly, to anyone for any damage or loss arising from or occasioned by the creation, use or reliance, on the Links or the information, advertising, products, resources or material accessed through these Links.
- 9.2. You acknowledge that if you enter a third-party website via one of these Links you leave the Site and do so entirely at your own risk.
- 9.3. If you contact a third-party using functionality provided on our Site, including via e-mail, we accept no responsibility for any actions taken by that third party in response to your communication or for any transactions entered into between you and the relevant third party.
- 9.4. We reserve the right to terminate any link or linking program at any time.

10. PERSONAL DATA

- 10.1. We collect some or all of the following personal data from you when you register to participate and when you participate in the Event. These may include but are not limited to: name, email, phone number, date of birth, gender, postal address, medical information, emergency contact information.

- 10.2. We are bound by the Australian Privacy Principles in accordance with the *Privacy Act 1988* (Cth) and our Privacy Policy. Our Privacy Policy contains information about how you may access, update and seek correction of the personal information we hold about you and how you may complain about any potential breach by us of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with.
- 10.3. We will collect and process your personal data to enable us to provide our services to you in connection with the Event, including using your personal data: to confirm and verify your identity; to provide you with details of the Event; to administer the Event and enable you to participate in the Event; for the compilation of anonymised statistical information; and-to satisfy our legal, accounting or reporting requirements.
- 10.4. We may disclose your personal information to third parties including our contractors and agents and service providers to assist in conducting this Promotion.
- 10.5. Your personal information may also be shared with any third parties who oversee participant safety throughout the Event, including but not limited to the First Aid Team (in connection with medical assistance during and immediately following the Event) and NSW State Emergency Service.
- 10.6. We process any medical data which you disclose so as to protect your health during the Event. This will be shared with our first aid supplier – to keep you safe in case you need assistance during the Event. These may include but are not limited to; name, gender, date of birth, medical information, mobile number, emergency contact name and number.

11. PHOTOGRAPHY

- 11.1. Images, video and interview material taken at any training days for the Event or the Event will be owned by us and may be used by us in future promotions.
- 11.2. You consent to and give permission to us and each of its respective affiliates, subsidiaries and agents, for no fee or remuneration, using your name, photograph, voice, or likeness, in any broadcast, telecast, advertising promotion, or other account of the Event and marketing or promotion for future or similar events, and you understand and consent that you will periodically be receiving communications related to your participation in the Event.

12. GENERAL

- 12.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under these terms and conditions.
- 12.2. If a provision of these terms and conditions is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 12.3. Each party must at its own expense do everything reasonably necessary to give full effect to this agreement and the events contemplated by it.
- 12.4. This agreement is governed by the laws of NSW and each party submits to the jurisdiction of the courts of NSW.