



## 2023 BIKE IT TO BALLIDU GRAVEL TERMS AND CONDITIONS OF ENTRY

### Event Terms and Conditions of Entry

These Event Terms and Conditions of Entry ("Entry Terms") are designed to enable WestCycle Inc ABN 36 563 134 343 ("WestCycle") to manage and run the Bike it to Ballidu Gravel (the "Event") smoothly and safely. By registering to participate in the Event, you (the "Rider") accept and agree to be bound by these Entry Terms.

### Entry requirements

1. Registration for the Event can be affected only online.
2. The Rider must be aged 7 years or more on the day of the Event to ride in the Event.
3. A Rider under 16 years of age must be accompanied by a parent or legal guardian. All riders under the age of 18 must have a parent or legal guardian complete an exemption form provided by WestCycle for the rider prior to the event commencing.
4. WestCycle may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration to the Event.
5. The Rider warrants that he/she has prior experience or will obtain prior experience riding in groups and be able to maintain a suitable average speed to complete the event within the cut off times.

### Rider fee categories and pricing

6. A WestCycle Member is defined as a person who is a financial member of WestCycle on the day of registering in the Event.
7. A Non-Member is defined as a person who is not a financial member of WestCycle on the day of registering in the Event.

8. Early Bird pricing period is 12pm 28 Jun 2023 to 11:59pm 23 July 2023.

9. Standard pricing period begins at 11:59pm 23 July 2023 until 22 September 11:59pm.

10. There will be an automatic increase from early bird pricing to standard pricing at 11:59pm (AWST) on 23 July 2023.

#### Cancellations, refunds and transfers

11. Before registering for the Event carefully review the Event details. WestCycle will refund Early Bird registration fees up until 5pm 23 August 2023 where the Rider decides they no longer wish to attend, or is unable to attend the Event, as a result of any change in personal circumstances including, but not limited to, medical grounds. All registrations purchased after 11:59pm 23 August will not be entitled to a refund in the above circumstances.

12. If the Event takes place, then there is no right to a refund after 5pm 23 August 2023, including where a Rider cannot or chooses not to attend because of adverse weather conditions.

13. The Rider may transfer their registration for the ride to another Rider. Riders must contact WestCycle to complete the transfer on their behalf with an associated administration fee of \$10 per transfer.

14. Riders may change their event category prior to registrations closing by contacting WestCycle to complete the transfer. The difference in entry fee must be paid at the time of change, and no refunds will be issued for moving down an event category.

15. If the event does not take place and a rider is entitled to a refund, the refund will be returned to the original rider. It is the responsibility of the transferred Rider to recover any monies from the original Rider.

#### Closing dates for entries

16. Entry to the Event closes at midnight on Friday 22 September 2023.

#### Compliance with laws

17. During the Event, the Rider must comply with all traffic and road laws, all directions issued by Police and all instructions given by WestCycle, its contractors, employees or officials. Failure to do so may result in the Rider being removed from the Event.

18. The Rider must wear an Australian Standards approved cycling helmet at all times during the Event while riding a bicycle and must ensure that the Rider's bicycle is in a serviceable and roadworthy condition meeting all traffic and road laws.

19. The Rider must ride in a safe and responsible manner during the Event.

20. At any time before or during an Event, WestCycle may require riders in the Event to comply with standards of riding whether of a general or particular nature, to ensure the safety and enjoyment of all participants in the Event. Failure to comply with those standards may mean that a Rider will be removed from the Event

21. WestCycle may require participants to download and use an app for the purposes of ensuring rider safety

#### Insurance

22. Riders can register as a 'member' which is classified as a WestCycle financial member at the date of registration. By registering as a member you agree to continue your active membership to cover the day of the event to ensure you are covered by the insurance.

23. To receive full personal accident and public liability insurance, sign up to become a WestCycle member via the Bike it to Ballidu Gravel Register Now Portal to receive a discounted offer of \$115 Ride Secure Membership.

#### Acknowledgment and waiver

24. The Rider acknowledges and agrees that participation in the Event is inherently dangerous and that he/she participates in the Event at his/her own risk.

25. In consideration of WestCycle permitting the Rider to enter and participate in the Event, the Rider by completing the registration

process releases and indemnifies WestCycle, its contractors, employees or agents and sponsors of the Event and any of their 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 under common law or statute, that the Rider may suffer or incur arising from or connected with the Rider's participation in the Event including as a result of any negligent act or omission, negligence, breach of duty, breach of care or other fault or responsibility of WestCycle, its contractors, employees or agents, sponsors of the event and any of their respective representatives.

26. If you are the parent or guardian for a child you agree to take full and sole responsibility for the child's safety and participation in the Event.

#### Ride communications

27. Communications in relation to an Event will be principally by email. The Rider must provide a valid email address.

28. It is the Rider's responsibility to read all information that is made available on the WestCycle website, in email newsletters, rider guides and any other literature concerning the Event. Please note if you unsubscribe from our mailing list you will need to contact WestCycle at [info@westcycle.org.au](mailto:info@westcycle.org.au) to arrange to be re-added to the list and to ensure you receive all the relevant event information.

#### Preparation, training, health and safety

29. The Rider is responsible for ensuring that he/she has adequately and appropriately prepared both physically and mentally for the Event. If the Rider has any health issues or doubts prior to the Event, he/she should immediately seek appropriate medical advice.

30. If, during the ride, the Rider becomes ill or is injured, WestCycle will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider's expense. WestCycle recommends that the Rider holds current ambulance service membership and /or health insurance to cover such costs.

31. Where a Rider becomes seriously ill or injured and is unable to ride, the Rider will be considered to no longer be participating in the Event.

32. Where a Rider is either removed from, or chooses to discontinue participation in the Event, the Rider is responsible for their own transport and associated costs.

33. Where a Rider engages the use of the broom wagon (when provided) on two (2) or more occasions, excluding medical or mechanical reasons, the Rider, at the discretion of WestCycle, will be asked to leave the Event.

34. WestCycle will take every effort to take care with your bicycle and accessories in the Broom Wagon but is not responsible for any loss, damage, cost or expense the rider may incur as a result of WestCycle's handling of your bicycle and accessories.

35. A Rider understands that should they fail to complete the required riding distance within the allotted time frame, as outlined in the rider guide and at the discretion of the WestCycle Event Manager, they will be required to make use of the broom wagon. Should the Rider refuse, they are considered outside of the Event and accept all associated risks.

36. Although mechanical support will be available in some areas of the event, riders should be prepared and bring along the necessary bike tools and equipment to be self-sufficient for the entirety of the event.

#### Meal and dietary requirements

37. Where catering is provided, WestCycle offers three standard meal types, Vegan, Non-Vegetarian and Vegetarian. If these options do not meet your dietary requirements, WestCycle will try and cater for you, but the participant may have to consider alternate ways in which to personally cater for your own meals.

38. WestCycle cannot facilitate the storage, transport or cooking of self-catered meals.

39. Any special meal option for the Event is provided by WestCycle as a service to the Rider. Every effort is made by WestCycle and the appointed caterers to ensure that recipes and ingredients are controlled.

40. WestCycle and the appointed caterers cannot guarantee that any meal or food item is exactly as described. Contamination by

allergens can occur that is beyond the reasonable control of WestCycle and the caterer.

41. It is solely the Rider's responsibility to carry on them at all times, suitable food and/or medication which may be necessary to treat any particular medical condition that they suffer from.

#### Ride and route modification

42. WestCycle reserves the right, in its absolute discretion, to:  
(a) change or vary the route of any of the Event riding options without notice; and  
(b) cancel, postpone, reschedule or change the time or place for the Event or any of the ride options for any reason and at any time prior to the commencement of the Event; and WestCycle is not responsible for or liable to the Rider for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise and however or wherever incurred by the Rider resulting from any such action taken by WestCycle.

#### Private support vehicles

43. Private support vehicles are not permitted on the Event without prior approval of the Event Manager.

#### Merchandise

44. Riders who enter in the event will have the opportunity to purchase Bike it to Ballidu Gravel merchandise. Purchased merchandise will be available for collection at rider registrations in the week leading up to the event.

45. Merchandise is custom ordered, and sizes cannot be modified after 10 August 2023. We highly recommend you check clothing sizes before entering.

46. It is the rider's responsibility to ensure that they order the correct size. WestCycle cannot facilitate size exchanges between riders, other kinds of swaps, or returns.

47. WestCycle does not offer refunds on any purchased merchandise.

#### Photography

48. The Rider acknowledges and agrees that he/she may be photographed or filmed during the Event and consents to WestCycle using the Rider's picture and likeness contained in any photographs or film for publicising the Event and for any future promotional purposes by WestCycle.

49. WestCycle may at its absolute discretion appoint an event photography company to photograph the Event and Riders, the Rider acknowledges and agrees to releasing their name and email address to the appointed event photography company for the purposes of marketing and selling event related photography merchandise.

#### Privacy

50. WestCycle collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy statement.

51. All information remains the property of WestCycle.

52. Please read our full Privacy Policy at <https://westcycle.org.au/privacy-policy/>

#### Other

53. The Event will be held outdoors and may proceed notwithstanding extreme poor weather conditions on the day of the Event. Whether an Event proceeds will be a decision in the sole discretion of WestCycle.

54. WestCycle 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 or during the Event

55. WestCycle 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.

56. WestCycle 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.

57. WestCycle is not liable to the Rider for any loss, damage, cost or expense of any kind, to their personal belongings.

58. No animals are permitted on the Event.

59. The Rider acknowledges that this agreement is governed by and will be construed according to the laws in effect in the State of Western Australia.

#### Information Regarding COVID-19

60. WestCycle will adhere to the COVID-19 guidelines as directed by the WA State Government at the time of the event. This includes completing the relevant COVID Safety Plan for the time of the event.

61. Postponement or cancellation notices due to COVID-19 will be emailed to all registered riders, posted on the WestCycle Facebook page and WestCycle Events Facebook page.

62. In the event the 2023 Bike it to Ballidu Gravel is cancelled due to COVID-19 restrictions, the following refund options will be offered to registered riders:

(a) Full Refund – 100% entry fee refund

(b) No Refund – Entry fee donated to WestCycle

(c) No Refund – 12 Months WestCycle Ride Secure Membership instead

(d) No Refund – Transfer Entry to 2024 Bike it to Ballidu Gravel. Please note transferred entries will then fall under the 2024 Terms and Conditions.

Please note that all purchased merchandise will be posted to you in the event the 2023 Bike it to Ballidu Gravel is cancelled.