

CONDITIONS OF ENTRY 2019 Breakaway Series

Background

- A. The 2019 Breakaway Series forms part of the Santos Tour Down Under ("TDU") and is owned and conducted by the South Australian Tourism Commission (ABN 80 485 623 691) of Level 9 250 Victoria Square/Tarntanyangga, Adelaide South Australia 5000 ("SATC").
- B. The 2019 Breakaway Series is comprised of the Challenge Tour ("CT"), Family Ride ("FR") and mini tour for kids ("MTFK") (together, "Event").
- C. The Legends' Night Dinner, Platinum Club Tour, Corporate Hospitality and Stage Bus Transfers are associated events of the TDU (together, "Associated Event(s)").
- D. The FR and MTFK are conducted by SATC. The CT is conducted by a third party ("Event Manager") on behalf of SATC.
- E. A reference to SATC or the Event Manager includes any natural person who is an employee, officer, agent, professional adviser or subcontractor of that party ("Personnel").
- F. A reference to a participant is to a party to these Conditions of Entry, and a reference to a party to these Conditions of Entry includes the party's executors, administrators, successors and permitted assignees and substitutes.

Agreed Terms

1. By applying for registration, the participant is deemed to accept these Conditions of Entry.
2. Unless otherwise specified, registration for the Event and Associated Event(s) will close at 5:00pm (ACST) Wednesday 09/01/2019 unless sold out earlier.
3. SATC may, at its sole discretion, accept or reject an application for registration.
4. All prices are in \$AUD and inclusive of Goods and Services Tax ("GST").
5. Payment is required in full at the time of registration.
6. SATC will not refund the price for failure to participate or participant dissatisfaction.
7. SATC or the Event Manager may refuse entry by any person to the Event or Associated Event(s), at its discretion.
8. SATC or the Event Manager may remove any person from the Event or Associated Event(s), at its discretion.
9. SATC and the Event Manager strongly recommend all participants buy ambulance, health and travel insurance (if applicable) suitable for their needs.
10. Only bicycles and safety equipment that meets the requirements of the Road Traffic Act 1961 (SA) and Regulations including the Australian Road Rules is permitted.
11. Electric bicycles, e-bikes, power bikes, and booster bikes with an integrated electric motor are permitted in accordance with policy guidelines available at the TDU website from Thursday 1/11/2018.
12. Child carrier seats, bicycle trailers, tandem and hand powered bicycles are permitted. Participants sharing a bicycle, such as a tandem, must register individually.
13. SATC reserves the right to modify or cancel the Event and/or Associated Event(s) due to inclement weather, extreme heat, safety and/or other operational needs in accordance with policy guidelines available at the TDU website from Thursday 1/11/2018.
14. Should the Event and/or Associated Event(s) be cancelled, SATC and the Event Manager will endeavour to provide a comparable Event and/or Associated Event(s).
15. All costs associated with the Event and/or Associated Event(s) which are not specified by SATC or the Event Manager to be included in the Event and/or Associated Event(s), including but not limited to any transfer costs, meals, taxes, insurance and all other ancillary costs, are the responsibility of the participant.
16. All communication regarding the Event and/or Associated Event(s) will be by way of email (breakawayseries@sa.gov.au). Participants must provide a valid email address and emergency telephone number inside Australia at the time of registration and notify SATC immediately in writing if those details change. Participants who do not have an email address must refer to the TDU website (<http://www.tourdownunder.com.au/>) for Event updates.
17. SATC reserves the right to modify or amend the Conditions of Entry, in whole or in part, at any time without notice.

Mini tour for kids

18. MTFK participants must be aged 6-12 years as of Sun 13/01/2019.
19. Requests for change of Event t-shirt size must be by way of email before 5:00pm (ACST) Sunday 04/11/2018.

20. Requests for transfer of Event registration must be received by 5:00pm (ACST) Wed 09/01/2019.
21. If SATC receives notification of cancellation before 5:00pm (ACST) Sunday 04/11/2018, SATC will refund 100% of amounts paid.
22. SATC will not refund any portion of amounts paid if a cancellation is received after 5:00pm (ACST) Sunday 04/11/2018. SATC will, however, provide an Event t-shirt.
23. If the Event is cancelled by SATC before 5:00pm (ACST) Sunday 04/11/2018, SATC will refund 100% of amounts paid but will not provide an Event t-shirt.
24. If the Event is cancelled by SATC after 5:00pm (ACST) Sunday 04/11/2018, SATC will refund 100% of amounts paid and will provide an Event t-shirt.
25. Participants must wear an Event t-shirt at all times when participating in the Event.

Family Ride

26. Children participating in the FR must be in the care, custody and control of at least one registered adult participant at all times during the Event.
27. Requests for transfer of Event registration must be received by 5:00pm (ACST) Wed 09/01/2019.
28. If the Event is cancelled by SATC, the SATC will refund 100% of amounts paid.

Challenge Tour

29. CT participants under the age of 18 as of Sat 19/01/2019 must be in the care, custody and control of at least one registered adult participant at all times during the CT.
30. Teams participating in the CT must have 5 registered participants or more. There is no maximum number of team participants.
31. CT team names must not exceed 25 letters or contain emblems, logos or symbols.
32. Team names that, in SATC's judgment, are offensive, defamatory or otherwise objectionable or inappropriate, or that infringe any third-party rights (including intellectual property rights) will be invalid.
33. CT Team registrations will close at 5:00pm (ACST) Sunday 04/11/2018.
34. Requests for change of CT distance must be received by 5:00pm (ACST) Wednesday 09/01/2019. Requests to increase CT distance will incur an additional fee. SATC will not refund any portion of amounts paid to reduce CT distance.
35. Requests for change of Event jersey size must be by way of email before 5:00pm (ACST) Sunday 04/11/2018. Changes after that date may only occur at the Great Jersey Swap, Adelaide City Council Tour Village, on Friday 18/01/2019.
36. If SATC receives notification of cancellation before 5:00pm (ACST) Sunday 04/11/2018, SATC will refund 100% of amounts paid but will not provide an Event jersey.
37. If a cancellation is received after 5:00pm (ACST) Sunday 04/11/2018, SATC will not refund any portion of amounts paid unless a medical or doctor's certificate is provided. SATC will not provide an Event jersey.
38. If the Event is cancelled by SATC before 5:00pm (ACST) Sunday 04/11/2018, SATC will refund 100% of amounts paid but will not provide an Event jersey.
39. If the Event is cancelled by the SATC after 5:00pm (ACST) Sunday 04/11/2018, SATC will refund 100% of amounts paid and will provide an Event jersey.
40. Participants must wear an Event jersey at all times when participating in the Event.
41. The Event Manager may, at its sole discretion, retire any participant who fails to complete the Event distance within the anticipated schedule.
42. Participants must pull off the road to allow the TDU race peloton and convoy to pass. Participants must not re-enter the road until deemed safe to do so by the passing of the police motor-cycles and broom wagon.
43. Event support vehicles, doctor, mechanical, support and gear wagons will be provided. Personal support vehicles are not permitted.

Associated Events

44. Platinum Club Tour and Corporate Hospitality participants must be aged 18 years or over from Saturday 12/01/2019.
45. All other Associated Event participants aged under 18 must be accompanied by a parent or guardian while participating.

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46. Requests for transfer of Associated Event registration must be received by 5:00pm (ACST) Wed 09/01/2019.
47. If SATC receives notification of cancellation before 5:00pm (ACST) Sunday 04/11/2018, SATC will refund 100% of amounts paid.
48. SATC will not refund any portion of amounts paid if a cancellation is received after 5:00pm (ACST) Sunday 04/11/2018.
49. If the Associated Event(s) is cancelled by SATC before the date of occurrence, SATC will refund 100% of amounts paid.
50. Requests for change of Platinum Club Tour polo shirt size must be by way of email before 5:00pm (ACST) Sunday 04/11/2018.

Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

51. Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of SATC for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions

Recreational services are services that consist of participation in—

- a sporting activity or similar leisure time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

Personal injury is bodily injury and includes mental and nervous shock and death.

Further information:

Further information about your rights can be found at <http://www.ocba.sa.gov.au/>.

Privacy

52. SATC collects and uses participant's personal information in accordance with its Information Privacy Policy (IPP) Statement available at <http://tourism.sa.gov.au/privacy-statement>.

53. Without limitation, SATC may disclose participant's personal information to the Event Manager, organisers and suppliers in order to conduct the Event and/or Associated Event(s) in a safe and effective manner.

Miscellaneous

54. These Conditions of Entry are governed by, and are to be construed in accordance with, the law of South Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

55. These Conditions of Entry, and any documents incorporated by reference, constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

56. A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining Conditions of Entry or parts thereof continue in force.

Acknowledgment

57. I, the participant named in the Event and/or Associated Event(s) registration, agree as follows:

- a) I have read, understood and agree to be bound by these Conditions of Entry;
- b) I agree to comply with all directions of SATC and the Event Manager for the conduct of the Event and/or Associated Event(s);
- c) I expressly consent to the recording and use of my image and/or voice (together, "Likeness") for the purposes of worldwide commercial exploitation of the Likeness by the SATC or any entity or person authorized by the SATC, in any form the SATC may decide or approve and without any payment or compensation to me; and
- d) I acknowledge that my participation in the Event and/or Associated Event(s) involves a significant degree of physical exertion or risk that may result in bodily injury including mental and nervous shock and death.