

2021 Santos Festival of Cycling

Conditions of Entry

Background

The 2021 Festival of Cycling is a domestic cycling event (**the Event**) which is owned and conducted by the South Australian Tourism Commission (ABN 80 485 623 691) of Level 9 250 Victoria Square/Tampanyanga, Adelaide South Australia 5000 ("**SATC**").

- A. The 2021 Festival of Cycling includes the following public participation events:
- (i) start and finish line spectator access for the Event;
 - (ii) Westpac Virtual Challenge Tour powered by FulGaz;
 - (iii) Willunga Hill Time Trial;
 - (iv) Spectator Bus Transfers; and
 - (v) DeTours
- (collectively referred to as "the Associated Events")
- B. The SATC is the Event Manager.
- C. 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**").
- D. 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 in any part of the Event or Associated Event, the participant is deemed to accept these Conditions of Entry.
2. Unless otherwise specified, registration for any part of the Event will close at 5:00pm (ACST) Monday 18/01/2021 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**"). Prices may also be subject to a booking fee.
5. Payment is required in full at the time of registration.
6. SATC will not refund the price for failure to participate (for any reason whatsoever) or participant dissatisfaction.
7. SATC may refuse entry by any person to the Event or Associated Event(s), at its discretion.
8. SATC 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. 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 Friday 08/01/2021.
12. 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).
13. 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.
14. All communication regarding the Event and/or Associated Event(s) will be by way of email (bookings@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 (<https://tourdownunder.com.au>) for Event updates.
15. SATC reserves the right to conduct bag searches. Any ticket holder who does not consent to a bag search may be refused entry to the Event or Associated Event as the case may be.
16. The ticket holder brings personal property to the Event or Associated Event at his/her own risk. SATC will not be liable for loss of, or damage to, personal property.
17. Children aged 12 years and under must be in the care, custody and control of at least one adult ticket holder 18 years and over at all times during the Event or Associated Event.
18. Smoking and the use of e-cigarettes is not permitted at the Event or Associated Event other than in designated smoking areas, if any.
19. SATC reserves the right to modify or amend the Conditions of Entry, in whole or in part, at any time without notice.
20. SATC will make reasonable endeavours to communicate with the ticket holder about the Event or Associated Event but does not warrant that it will be able to communicate with all or any ticket holders about a particular matter, or that such communication will be timely, accurate or free from error.
21. A ticketholder may not make, reproduce or use any form of still or moving picture or any sound recording ("**Footage**") of the Event, or any part of it, for profit, gain, public advertisement, display or for any other purpose without the consent of the SATC, and will, if requested, assign all rights in Footage to SATC or its nominees.
22. The ticket holder may not, without the prior written consent of SATC, bring any of the following to the Event: (a) food, drinks or alcohol; (b) glass bottles, containers or objects (excluding medicine bottles, sunglasses, binoculars and prescription glasses); (c) drink coolers or iceboxes; (d) musical instruments; (e) weapons of any kind; (f) fireworks; (g) signs, banners, clothing or any other item displaying commercially, politically or religiously offensive messages or logos; (h) any other item which could reasonably be deemed to cause public nuisance or offence to the Event or other ticket holders
23. The ticket holder acknowledges that at the time of acquiring a ticket to the Event and Associated Events there are government restrictions in place as a result of the COVID-19 pandemic. Further restrictions may be imposed that prevent or limit the Event or Associated Event from taking place as anticipated, or at all. The ticket holder acknowledges and agrees that the SATC has no liability whatsoever for any loss or damage suffered to the ticket holder as a result of any further restrictions that may be put in place because of public health directions made by the South Australian or Federal governments.
24. Nothing in these Conditions of Entry is intended to exclude, restrict or modify any term, condition warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law) which cannot lawfully be excluded, restricted or modified.
25. The ticket holder releases and indemnifies SATC, SATC's sponsor organisations, land owners and lessees, their respective servants, officials, representatives and agents (collectively Associated Entities) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Associated Entities arising out of any act, matter or thing done, permitted or omitted to be done by the ticket holder in relation to the Event or Associated Event.
26. 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.
27. 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.
28. 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.
29. The SATC requires personal information from you for the purposes of: (a) processing your order, taking payment and providing you with customer support; (b) conducting market research and analysis that helps SATC improve and customise its products and services; (c) sending you customer service emails including booking confirmations and event reminders; (d) preventing or detecting unlawful behaviour, to protect or enforce SATC's legal rights or as otherwise permitted by law; (e) ensuring the security of SATC and SATC supplier operations; (f) creating a profile about you to help SATC personalise its services to you if you have consented to SATC marketing; (g) sharing that personal information with: (i) third parties who supply goods and services: (A) on which SATC's

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products and systems are built; or (B) so that they can run the event and for other reasons described in their privacy policies; or (C) so that they can process and fulfil your order for goods and services purchased by you, (ii) government departments, agencies or other authorised bodies where permitted or required by law. The SATC will manage your personal information pursuant to the SATC's Privacy Policy Statement which can be found here <http://tourism.sa.gov.au/privacy-statement>. The Privacy Policy Statement sets out how the SATC collects, holds, uses and discloses personal information in relation to you for the purposes listed above.

Start and Finish Line Spectator Access

30. Start and finish line spectator access is as follows (subject to change):

	Location	Site Open Time	Site Close Time
Stage One Start	Seppeltsfield	7:30am	5:00pm
Stage One Finish	Faith College, Tanunda	9:00am	5:00pm
Stage Two Start	National Motor Museum, Birdwood	7:30am	5:00pm
Stage Two Finish	Golding Wines	9:00am	5:00pm
Stage Three Start	D'Arenberg Winery	8:30am	4:00pm
Stage Three Finish	Willunga Hill	10:00am	4:00pm
Stage Four (start and finish on same site)	Victoria Park	2:00pm	9:00pm

31. Spectators will be required to complete QR code check-in in accordance with governmental public health requirements at start and finish stages.
32. Stages Three and Four (both start and finish where applicable) will be open for spectator access by ticket only. Each ticket will entitle entry to one person for one nominated stage start or finish.

Westpac Virtual Challenge Tour

33. The Westpac Virtual Challenge Tour is powered by FulGaz.
34. There is no cost to participate, but registration is essential. Upon registration, the participant will be provided with further steps as to how to access and commence the Westpac Virtual Challenge Tour.
35. The Westpac Virtual Challenge Tour consists of four (4) virtual rides. The participant is required to register once to access all four virtual rides.
36. The Westpac Virtual Challenge Tour will be open for participation between 21 and 24 January 2021 (inclusive).
37. To be able to participate, each participant will require at least the following equipment: (a) for professional set-up, a road bike and smart trainer (eg. Wahoo Kickr, or Tacx) or smart bike (eg. Wahoo Kickr bike); or (b) for a basic set up, a road bike and a standard trainer together with a speed sensor. Options for standard trainers and speed sensors can be viewed [here](#). The Westpac Virtual Challenge Tour powered by FulGaz will work on any up to date Apple TV, iPhone, iPad, or Windows or Android device. Each participant will be required to download the FulGaz App on to their personal device.
38. The SATC makes no warranty or guarantee as to the quality of the streaming of the Westpac Virtual Challenge Tour to the participant's device.

Willunga Hill Time Trial

39. Willunga Hill TT competitors must be aged 18 years or over as of 23/01/2021.
40. A maximum of 150 competitors may register and participate in the Willunga Hill TT. Registrations will close as soon as the maximum number of competitors have registered.

41. The course will be closed to all traffic except for registered Willunga Hill TT competitors.
42. Competitors sharing a bicycle, such as a tandem, must register each rider individually.
43. Child seats and tagalongs are not permitted.
44. The Event registration is transferable. Event registration transfers must be made prior to 15/01/2021 by emailing bookings@sa.gov.au.
45. If the Event is cancelled by SATC, competitors will be entitled to a refund of all monies paid through the TDU booking engine for the Event.
46. SATC shall be responsible for the sending of competitors using available information to establish the starting order.
47. Competitors are required to attach an easily seen bib bearing their number on the middle of the back. The use of a timing transponder is obligatory for the Event. The bib and transponder are provided by SATC and must be returned on completion of the Event. If the participant does not return the timing transponder on the day at the event a \$25 late fee will be charged. If the transponder is not returned within 7 days of the event a replacement fee of \$75 will be charged to the participant and recoverable by the SATC.
48. All competitors must present themselves and their equipment to the start area at least 15 minutes prior to their allotted start time.
49. At the start, 30 second time gaps shall apply for all competitors.
50. In the case of a competitor starting before the signal, a ten second penalty shall be applied to the competitor's time.
51. The competitor is to be held at the start by an appointed start attendant.
52. A late starter may not commence from a flying start and cannot start within 10 seconds of another competitor. The late starter's time commences from their original start signal.
53. For a mishap in the first 100m, a restart may be granted, with the competitor starting after the last competitor, late starters excluded. No restart shall be permitted after the first 100m and only two starts shall be permitted at the end of the last rider.
54. If one competitor is caught by another, they may neither lead nor follow in the slipstream of the competitor who caught up.
55. A competitor when catching another shall leave a lateral gap of at least 2m between themselves and the caught competitor. After 1km, the caught competitor shall ride at least 25m behind the other.
56. No rider may draft within two lengths of another rider.
57. Competitors may not provide assistance to one another and shall not be permitted a race support vehicle.
58. Time penalties may be added to the time of a rider for breaching the rules relating to the start and passing manoeuvres during the race.
59. The final result shall be determined by the recorded times of the competitor timed to 100th of a second and the addition of any time penalties as determined by SATC.
60. If a dead heat occurs for any placing the placegetters will be awarded equal placing, with the next (following) position not stated.
61. The competitor with the fastest time will be declared the winner. SATC's decision is final and no correspondence will be entered into.
62. Cash prizes totalling \$1,400 AUD (incl. GST) and trophies will be awarded to the winners of categories as outlined at tourdownunder.com.au. SATC accepts no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought. SATC takes no responsibility for variations in the prize value. The cash prize may be awarded in the form of a cheque, or by electronic funds transfer to the winner's nominated bank account. Cash transfers or cheques may take up to 30 days to process.

Other Associated Events

63. DeTours attendees must be aged 18 years or over from Thursday 21/01/2021.
64. All other Associated Event participants aged under 18 must be accompanied by a parent or guardian while participating.
65. Registration for Stage Bus Transfers will close at 5:00pm (ACST) Monday 18/01/2021 unless sold out earlier.
66. Requests for transfer of Associated Event registration must be received by 5:00pm (ACST) Monday 18/01/2021.

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67. SATC will not refund any portion of amounts paid, with the exception only of a medical certificate being provided certifying illness preventing participation.

68. If the Associated Event(s) is cancelled by SATC before the date of occurrence, SATC will refund 100% of amounts paid.

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

69. 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 www.ocba.sa.gov.au

Acknowledgment

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 authorised 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