

SANTOS TOUR DOWN UNDER – CARPARK CLIMB PRESENTED BY WILSON PARKING – TERMS AND CONDITIONS

The Santos Tour Down Under (“TDU”) comprises events organised by the South Australian Tourism Commission (“SATC”) (ABN 80 485 623 691), located at Level 9, 250 Victoria Square/Tarntanyangga, Adelaide South Australia 5000, termed as “Managed Events”, along with events managed by third-party event managers.

The TDU is a major event for the purposes of the Major Events Act 2013 (SA) (“ME Act”) and is subject to a major event declaration.

The Carpark Climb is a Managed Event and attendance at and/or participation in the Carpark Climb is subject to:

- (a) the terms and conditions contained herein; and
- (b) terms of entry displayed on the Carpark Climb product webpage, in email and electronic direct mail communications regarding the Carpark Climb, and at the Carpark Climb venue, govern the ticket holder's admission

(collectively referred to as "Conditions").

References in these terms to:

- a “Managed Event” applies to the Carpark Climb
- a “participant” applies to riders participating in the Carpark Climb

-
1. The Carpark Climb event presented by Wilson Parking (“Carpark Climb”) is a free to enter event for spectators.
 2. Participants (18 years and older only) may register and purchase an entry ticket via <https://tourdownunder.com.au/products/events/2025/carpark-climb>. Such registrations cannot be refunded after purchase, except where permitted by the Competition and Consumer Act (Cth) 2010 and Fair Trading Act (SA) 1987.
 3. SATC reserves the right to refuse entry to the Carpark Climb if the authenticity or validity of a registration is in doubt.
 4. Tickets are non-transferable (unless otherwise agreed by SATC) and rider numbers must be retained and worn at all times.
 5. SATC reserves the right to refuse entry to or remove any person from the Carpark Climb for reasons including being in breach of these Conditions (including the ME Act), under the influence of drugs, illegal substances or alcohol, disorderly conduct, engaging in offensive behaviour, vandalism, evading legal admission, carrying prohibited items, or any other reasonable cause at its discretion.
 6. SATC reserves the right to add, withdraw, or substitute talent, format, timings, acts, food and beverage offerings or activities associated with the Carpark Climb, and to vary programming, seating arrangements, audience capacity, and opening/closing times.
 7. SATC reserves the right to modify or cancel the Carpark Climb due to inclement weather, extreme heat, safety and/or other operational needs in accordance with policy guidelines available on the TDU official website (<https://tourdownunder.com.au/>) from January 2025. If the Carpark Climb is cancelled because of one of the circumstances listed above, any decision regarding refunds of participant entry tickets will be made at the discretion of SATC.
 8. In the event of cancellation, SATC is not obligated to arrange a substitute event, performance, or service.
 9. All costs associated with the Carpark Climb which are not specified by SATC to be included in a participant’s ticket for the Managed Event, including but not limited to taxes, insurance and all other ancillary costs, are the sole responsibility of the participant.
 10. Entrants may not, without prior written consent of the SATC, bring any of the following to the Carpark Climb: alcohol; glass bottles, containers or objects (excluding medicine bottles, sunglasses, binoculars and prescription glasses); any seal-broken beverage container; drink coolers or ice boxes; any structure or item capable of supporting the weight of a person including chairs, lounges, benches or stools (excluding prams and strollers); animals (other than assistance animals); musical instruments; weapons of any kind;

fireworks; signs, banners, clothing or any other item displaying commercial, political, religious or offensive messages or logos; or any item which could reasonably be deemed to cause public nuisance or offence to the Carpark Climb patrons.

11. Entrants are not permitted to consume alcohol prior to participation.
12. Recording or using any form of media (still or moving pictures, sound recordings) of the Carpark Climb for commercial, public advertisement, or display purposes without SATC's consent is prohibited. All rights in media recordings belong to SATC or its nominees.
13. SATC reserves the right to conduct bag searches; refusal to consent may result in denied entry.
14. Smoking and use of e-cigarettes is not permitted at the Carpark Climb, in accordance with the Tobacco and E-Cigarette Products (Tobacco Product Prohibitions) Amendment Act 2023.
15. Personal property brought to the Carpark Climb is at the entrant's risk; SATC is not liable for loss or damage.
16. Children may be excluded from certain areas of the Carpark Climb for safety purposes or in respect of the responsible service of alcohol, as determined by SATC in its absolute discretion.
17. All communications regarding the Carpark Climb to participants will be via email and a valid email address must be provided at the time of registration.
18. Social media or website updates may be released from time to time in respect of the Carpark Climb event for the benefit of spectators and their planning.
19. These Conditions do not exclude, restrict, or modify any term, condition, warranty, guarantee, rights or remedies under applicable laws, including the Australian Consumer Law, which cannot lawfully be excluded, restricted or modified.
20. Where relevant, the participant and any third party who purchases a ticket on behalf of the participant (the "Third Party") each warrant that the Third Party has the participant's full authority to act as that persons agent for the purposes of purchasing the ticket and accepting the Conditions.
21. Entrants indemnify SATC and its servants, officials, representatives and agents (collectively "Associated Entities") against any against any claim, loss, damage, liability, cost, and expense that may be incurred or sustained by SATC and its Associated Entities ("Loss") which is caused or contributed to by the entrant (participant or spectator), in relation to the Carpark Climb. An indemnity in this clause 21 shall be reduced to the extent that the negligence of the SATC or its Associated Entities caused or contributed to the Loss.
22. Children spectators (under 18) must always be accompanied and supervised during the Carpark Climb by a parent or guardian.
23. All participants must be in good health and medically and physically fit and able to participate in the event. Appropriate prior hydration and nutrition are the responsibilities of the individuals.
24. Participants and/or spectators must not engage in any behaviours that may endanger others or disrupt the Carpark Climb event.
25. Carpark Climb participants acknowledge they do so at their own risk. The risks associated with participating in the Carpark Climb include, but are not limited to, the risk that:
 - a. the participant may be involved in a collision with people, vehicles and/or other objects;
 - b. the participant may lose their balance;
 - c. the participant may suffer from the effects of heat, cold, wind and other weather conditions;
 - d. the participant may suffer from physical exertion; and
 - e. the participant may fall from their bicycle,and these risks may result in the participant suffering from harm including, but not limited to physical or mental injury, disability, death, property damage or economic loss.
26. There are other risks to which the participant may be exposed during the Carpark Climb. It is the participant's responsibility to ensure that the participant wears appropriate protective clothing and safety equipment, including a helmet which complies with South Australian Road rules and regulations. All helmets and bicycles must be well maintained and in good working condition.
27. The participant agrees to ensure that they are aware of all risks involved, including those risks associated with any health condition that the participant may have or is at risk of incurring. By completing the registration, the participant acknowledges, agrees and understands that participation in the Carpark Climb may involve risk, and the participant agrees and undertakes any such risk voluntarily.
28. Further to clause 28, before participation in the Carpark Climb, participants are required to sign a CARPARK CLIMB RISK WARNING, DISCLAIMER, AND INDEMNITY FORM.
29. The SATC collects, uses, discloses and handles personal information as part of registration for the following purposes:

- a. processing registration and ticketing for the Managed Event (including ticket sales via SATC's third-party supplier, Ferve Tickets Pty Ltd ABN 41 074 903 085);
 - b. providing necessary registration information to its third-party event management company delivering the Carpark Climb, Corporate Cycling (Aust) Pty Ltd ABN 27 651 977 089), which may also include medical information;
 - c. operating and conducting the Managed Event;
 - d. catering (where applicable) for Managed Event patrons;
 - e. supplying participation packs (where applicable) to the Managed Event participants;
 - f. sending ticket holders customer service emails including Managed Event confirmations and reminders;
 - g. conducting market research and analysis that helps the SATC improve and customise its products and services;
 - h. preventing or detecting unlawful behaviour, to protect or enforce the SATC's legal rights, or as otherwise permitted by law;
 - i. ensuring the security of the SATC's operations;
 - j. creating a profile about a ticket holder to help the SATC personalise its services to a ticket holder if the ticket holder has consented to SATC marketing;
 - k. sharing that personal information with: (i) third parties who supply goods and services: (A) on which the SATC's products and systems are Built; or (B) which support the operation, security, safety and delivery of the TDU including the Managed Event, (ii) government departments, agencies or other authorised bodies where permitted or required by law; and
 - l. to fulfil any other purpose expressly listed in our Privacy Policy Statement <https://tourism.sa.gov.au/privacy-statement>.
30. The SATC will manage a ticket holder's personal information pursuant to the SATC's consumer information Privacy Policy Statement which can be found here <https://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 a ticket holder for the purposes listed above. You can gain access to, update or correct any personal information held by the SATC by contacting the SATC Privacy Officer at satc.privacy@sa.gov.au.
31. Entrants to the Carpark Climb (participants and spectators) consent to the recording and use of their image or voice for commercial purposes by SATC or authorised entities.
32. These Conditions are governed by the laws of South Australia, and the parties submit to the exclusive jurisdiction of its courts.
33. These Conditions constitute the entire agreement between the parties regarding the Carpark Climb, superseding all prior agreements.
34. If any part of these Conditions is deemed illegal or unenforceable, the remainder remains in effect.
35. SATC reserves the right to modify these Conditions at any time without notice.
36. Acceptance of these Conditions is indicated by ticket purchase to participate in the Carpark Climb or by entry into the Venue during the Carpark Climb event for any reason.