

CONDITIONS OF ENTRY 2020 Breakaway Series

Background

- A. The 2020 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 2020 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, DeTours 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) Monday 20/01/2020 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 Friday 01/11/2019.
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 Monday 02/12/2019.
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 (<https://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 Sunday 19/01/2020.

19. Requests for change of Event t-shirt size must be by way of email before 5:00pm (ACST) Thursday 31/10/2019.
20. Requests for transfer of Event registration must be received by 5:00pm (ACST) Wednesday 15/01/2020.
21. If SATC receives notification of cancellation before 5:00pm (ACST) Thursday 31/10/2019, 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) Thursday 31/10/2019. SATC will, however, provide an Event t-shirt.
23. If the Event is cancelled by SATC before 5:00pm (ACST) Thursday 31/10/2019, 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) Thursday 31/10/2019, 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) Wednesday 15/01/2020.
28. If SATC receives notification of cancellation before 5:00pm (ACST) Thursday 31/10/2019, SATC will refund 100% of amounts paid.
29. SATC will not refund any portion of amounts paid if a cancellation is received after 5:00pm (ACST) Thursday 31/10/2019.
30. If the Event is cancelled by SATC, the SATC will refund 100% of amounts paid.

Challenge Tour

31. CT participants under the age of 18 as of Friday 24/01/2020 must be in the care, custody and control of at least one registered adult participant at all times during the CT.
32. Teams participating in the CT must have 5 registered participants or more. There is no maximum number of team participants.
33. CT team names must not exceed 25 letters, or contain emblems, logos or symbols.
34. 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.
35. CT Team registrations will close at 5:00pm (ACST) Thursday 31/10/2019.
36. Requests for change of CT distance must be received by 5:00pm (ACST) Wednesday 15/01/2020. Requests to increase CT distance will incur an additional fee. SATC will not refund any portion of amounts paid to reduce CT distance.
37. CT King of the Mountains ("KoM") segment competitor timekeeping shall be conducted by transponder that must be affixed to the competitor's bicycle frame.
38. The final result shall be determined by the recorded KoM segment time of the competitor timed to 10th of a second.
39. If a dead heat occurs for any placing, each placegetter will be awarded equal placing, with the next (following) position not stated.
40. The competitor with the fastest KoM segment time will be declared the winner by SATC, at its discretion, and no correspondence will be entered into.
41. Prizes valued at \$1,700 AUD (incl. GST) will be awarded to the winners of the KoM segment.
42. SATC accepts no responsibility for any variation in prize value or any tax implications that may arise from winning of the prizes. Independent financial advice should be sought.
43. If a winner of a prize is under the age of 18 years (where entry by persons under 18 is permitted), SATC may, at its discretion, award the prize to the winner's parent or legal guardian (who is aged over 18 years).
44. Requests for change of Event jersey size must be by way of email before 5:00pm (ACST) Thursday 31/10/2019. Changes after that date may only occur at the Great Jersey Swap, City of Adelaide Tour Village, on Thursday 23/01/2020.
45. If SATC receives notification of cancellation before 5:00pm (ACST) Thursday 31/10/2019, SATC will refund 100% of amounts paid but will not provide an Event jersey.
46. If a cancellation is received after 5:00pm (ACST) Thursday 31/10/2019, SATC will not refund any portion of amounts paid unless a

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medical or doctor's certificate is provided. SATC will not provide an Event jersey.

47. If the Event is cancelled by SATC before 5:00pm (ACST) Thursday 31/10/2019, SATC will refund 100% of amounts paid but will not provide an Event jersey.

48. If the Event is cancelled by the SATC after 5:00pm (ACST) Thursday 31/10/2019, SATC will refund 100% of amounts paid and will provide an Event jersey.

49. Participants must wear an Event jersey at all times when participating in the Event.

50. The Event Manager may, at its sole discretion, retire any participant who fails to complete the Event distance within the anticipated schedule.

51. Participants must pull off the road to allow the TDJ 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.

52. Event support vehicles, doctor, mechanical, support and gear wagons will be provided. Personal support vehicles are not permitted.

Associated Events

53. Platinum Club Tour, DeTours and Corporate Hospitality participants must be aged 18 years or over from Saturday 18/01/2020.

54. All other Associated Event participants aged under 18 must be accompanied by a parent or guardian while participating.

55. Registration for Stage Bus Transfers will close at 5:00pm (ACST) Thursday 16/01/2020 unless sold out earlier.

56. Requests for transfer of Associated Event registration must be received by 5.00pm (ACST) Wednesday 15/01/2020.

57. If SATC receives notification of cancellation before 5:00pm (ACST) Thursday 31/10/2019, SATC will refund 100% of amounts paid.

58. SATC will not refund any portion of amounts paid if a cancellation is received after 5:00pm (ACST) Thursday 31/10/2019.

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

60. Requests for change of Platinum Club Tour polo shirt size must be by way of email before 5:00pm (ACST) Thursday 31/10/2019.

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

61. 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.

Privacy

62. 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 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.

Miscellaneous

63. 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.

64. 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.

65. 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

66. 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.