

Lake Taupo Cycle Challenge

Event Terms and Conditions 2017

1. Acceptance of Conditions

1.1. For the wellbeing of all entrants, and of the event, all entrants must accept and comply with all event conditions.

1.2. I accept that it is my responsibility to contact the event organisers should any information on my entry form need to be updated e.g. emergency contact details.

2. Route Variation

2.1. The organisers of the Lake Taupo Cycle Challenge reserve the right to vary the route of any of the events without notice, should any situation requiring such action arise.

3. Expected Behaviour

3.1. The Lake Taupo Cycle Challenge is a communal event, and as such it is expected that entrants will conduct themselves in a manner which reflects well upon themselves and the Challenge. It is expected that entrants will show respect towards all event officials, marshals and security personnel. A belief in what a reasonable person would find offensive or dangerous will guide the organisers' decision making.

3.2. No athlete that is currently serving a ban for an anti-doping rule violation may enter this event.

4. Preparation and Training

4.1. It is each entrant's responsibility to ensure that they have adequately prepared themselves physically for their selected event. If you have any health issues or doubts about your health you should seek medical advice. Please ensure you take any necessary medication with you on the ride and note any medical conditions on the back of your event bib.

4.2. It is the entrant's responsibility to ensure that their bicycle and any other equipment used in the event are in road-worthy condition.

5. Event Information

5.1. The event organisers publish a number of documents, in the form of information sheets and on the event website. The organisers will make every effort to ensure that each entrant receives all relevant information, but does not guarantee that each individual will receive all relevant information. It is each entrant's responsibility to be informed and read all information made available. Each entrant will accept that all instructions, whether written or verbal, are clear and unambiguous.

5.2. The Lake Taupo Cycle Challenge collects and stores entrants details including postal address, email address and phone number. Entrants agree that these may be used to contact them regarding the event.

5.3. I hereby allow the use of my name and image to be used in the media and for marketing purposes. I understand and accept that my details will be added to the LTCC event database and I will be contacted from time to time in regards to upcoming events and promotions.

6. Safety

6.1. When on the road entrants must obey the road rules and, in particular, must stay to the left of the centre line. Even where there is a road closure, entrants acknowledge that there is no guarantee that other members of the public will necessarily respect the road closure or obey the road rules. Entrants must comply with all directions of event officials, marshals and security personnel and with all event signage.

6.2. Every rider shall ride carefully and with due regard to the safety of other cyclists and other road users.

6.3. Each entrant must accept that despite the best efforts of the organisers to make the event as safe as they can, the organisers cannot control everything.

6.4. Every rider shall wear a bicycle helmet with the strap securely fastened under his/her chin.

6.5. A rider may not use a personal music system, e.g. iPod, or a radio communication device, including a cellular phone, whilst riding.

6.6. An entrant must notify the organisers if withdrawing from the event for any reason either prior to or during the event.

7. Accompanying Vehicles

7.1. For safety reasons accompanying and or support vehicles are not permitted on the course.

8. Legal Issues

8.1. Any entrant involved in an accident will not seek to blame or make a claim against the organisers or assist anyone else in making a claim.

8.2. Each entrant will release the organisers, their officers, volunteers, employees, sponsors or any party associated with the event of any liability, financial or otherwise, for any direct or indirect loss, injury or death which might be sustained from any intended or actual participation in this event or its related activities.

8.3. Any legal action related to the event will be taken in New Zealand courts under New Zealand law.

8.4. The waiver that you sign as a condition of entry does not cover personal liability of participants for collisions caused by yourself or another rider.

9. Event Care of Your Bicycle and Equipment

9.1. It is the responsibility of all entrants to arrange personal insurance to cover any potential damage or loss of bikes and equipment while participating in the event.

9.2. The organisers of the Lake Taupo Cycle Challenge will take all care in handling riders' bikes and associated equipment. Any damage caused by event personnel must be reported to Event Headquarters for consideration on the day of the event.

9.3. The legal liability of the Lake Taupo Cycle Challenge for any damage to any Quarter Lake and Half the Lake rider's bike and/or equipment (only whilst being transported) is the limit under the Carriage of Goods Act, which is \$2,000 per unit and any claims will be limited to this amount only.

10. Kids Heart Ride

10.1. Parents/caregivers of children participating in the Kids Heart Ride must ensure that the children are supervised at all times by an 18+ year old, including:

- .. To the Start area
- .. Waiting at the Start area until the rider starts
- .. Escort to ride alongside the rider
- .. Riders aged 8 and under must ride on the footpath

11. Photography

11.1. Entrants must accept that they may be photographed or filmed during the event, and must agree to the creation and use of such footage for future promotions and publicity of the event. Entrants also agree that LTCC and/or its sponsors can use imagery of entrants.

12. Transfers, Cancellations and Refunds Policy

12.1. In the event of a change of route, cancellation of the event due to any act beyond the power of the organisers, or dissatisfaction, the organisers are under no obligation to refund fees paid.

12.2. Refunds are available until the 28th October 2017. For every entry \$30.00 (\$5.00 for Kids Heart, Lakesider or Criterium) will be retained by Lake Taupo Cycle Challenge to cover administration costs for the original entry. After 28th October 2017 no refunds can be processed, please do not ask as refusal may offend.

12.3. Transfers of entry to a different category may be made free of charge up until 28th October 2017. After this date a \$15 fee will be incurred. Requests for transfer must be made by emailing mail@cyclechallenge.com

13. Disqualification from the Event

13.1. Any entrant who, in the opinion of the organisers, fails to comply with these event conditions may be disqualified from the event. Disqualification will result in the offender's name being completely removed from the event database, including from the prize draw, and may result in a refusal, by the event organisers, to accept entry to future Lake Taupo Cycle Challenges. No refund will be granted.

13.2. The organiser reserves the right to refuse any person's entry, or cancel any person's entry up to the day before the Lake Taupo Cycle Challenge. In that event the person's entry fee will be refunded.

14. Prizes

14.1. To win a major prize, an entrant must be present on the Domain and fulfil the requirements as set out in the event literature. Criterium, Heart Kids and Lakesider entrants are not eligible for major prizes.

14.2. All major prize winners must give proof of their identity and will be required to sign for the prize.

14.3. All prize values are quotes in NZD and include Goods and Service Tax, (if applicable)

15. Charges for parts supplied by event bike mechanics

15.1 Bike mechanics are located around the course to provide emergency repairs and service. The service supplied by the bike mechanic is free of charge but entrants agree that any parts used will be charged to the credit card used when making their entry.

16.

16.1. These terms and conditions are binding on entrants' relatives, personal representatives, heirs and successors.

17. Signing on behalf of others

17.1 If you are completing this Entry on behalf of others e.g. team members, or on behalf of minors, then you must have them read these Terms and Conditions and obtain their permission (also in the case of a minor, their caregiver) to complete this entry on their behalf. By making the below Declaration, you will be deemed to be also making it on behalf of those persons and with their authority and they will be bound by these Terms and Conditions as if they had personally signed the Declaration.

18. Electric Bikes:

Electric bikes are permitted as part of the event and will be timed separately from the non-assisted bikes. We will not be supplying charging stations around the course. Please make sure you tick the appropriate box when completing your online entry. Please alert any rider that may attempt to draft you that you are electrically assisted.

19. Terms of Merchandise Sales

By placing an order you are offering to purchase a product/s and/or service/s and will be subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure events for which we will not be responsible.

In order to contract with Lake Taupo Cycle Challenge you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Lake Taupo Cycle Challenge retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be a third party. Where a contract is made with a third party Lake Taupo Cycle Challenge is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods.

Payment of Merchandise

Upon receiving your order your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law, Lake Taupo Cycle Challenge and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law

or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Lake Taupo Cycle Challenge liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

DECLARATION I agree to abide by the above event terms and conditions (also available from our website www.cyclechallenge.com or by request from us). I agree to follow all road rules and marshal's directions and in particular keep left of the centre line at all times. I will ensure that no-one directly supports me on course (except Enduro riders on all but the last lap) without permission from the organisers in writing. If I have agreed to escort a Kids Heart Rider, I accept responsibility for this rider. I have obtained the permission of all other persons (including caregivers in the case of minors) who I make this Entry and Declaration on behalf of, and do so with their authority and certify that they have read and/or are made aware of the above Terms and Conditions. It is a requirement of the Lake Taupo Cycle Challenge that all participants U18 have received permission from their parent or caregiver to participate. The parent or caregiver must take full responsibility of their entry. This permission certifies that the entrant is capable of completing the entered event and is aware of all safety requirements (refer to section 6.0). I have read and understand the safety information regarding this event and understand that I participate in this event at my own risk. I hereby attest and verify that I am physically fit and have sufficiently trained for and reviewed the course descriptions of the event I have chosen to enter.