

1. T&C and Waiver

By clicking the “I accept the Terms and Conditions and the Waiver for this event” button you warrant and represent to Connect Sport Australia that:

- (a) You are eligible to apply for participation in the GF Event;
- (b) You understand and accept that the GF Event web site (<https://portdouglasgranfondo.com.au>) may contain other terms and conditions that apply to your participation in the GF Event;
- (c) You have read, understood, accepted and agree to be bound by the T&C and Waiver; and
- (d) You acknowledge, recognise and agree that if you are accepted to participate in the GF Event, you must comply with all provisions of the T&C and Waiver.

NOTE: Persons under the age of 18 years can only participate in the GF Event if a parent or guardian accepts the Parental/Guardian Consent (defined below).

2. Definitions

In this document, unless the context indicates otherwise the following words and phrases mean:

Additional Materials means any policies and rules in applicable to the GF Event and any information relevant to participation in the GF Event as provided on the GF Event website or sent by email by CSA, whether available or sent prior to your application to participate in the GF Event or after.

Associates means CSA and its directors, employees, agents, contractors, and volunteers, including any medical personnel appointed for the GF Event, the owners, licensees and occupiers of land upon which the GF Event or any part of it is conducted, any statutory body or local authority having control over any land upon which the GF Event or any part of it is conducted, GF Event sponsors, or any other person or organisation, which is directly or indirectly involved with the promoting, staging, administering, running or controlling of GF Event.

Australian Consumer Law means the Competition and Consumer Act 2010 Cth and the relevant state legislation.

Claim means any claim, demand, legal proceedings or cause of action including any claim, demand, legal proceedings or cause of action:

- (a) based in contract (including breach of warranty);
- (b) based in tort (including misrepresentation or negligence);
- (c) under common law; or
- (d) under statute or like provisions in any state or territory legislation,

in any way relating to the T&C and Waiver or the GF Event.

Connect Sport Australia or **CSA** means Connect Sport Australia Pty Ltd ABN 68 149 656 119.

GF Event means the Port Douglas Gran Fondo Festival Event which includes all activities for which you have selected in your application for entry and may include ancillary activities such as warm-ups, cycling practice, demonstrations, clinics, spectator viewing of events and use of equipment.

GF Event Day means the day or days that the GF Event is held.

Loss means losses, injury, liabilities, damages, costs, charges and expenses.

Parental/Guardian Consent means the form contained in the online entry procedure for parent or guardian acceptance and acknowledgement of the T&C and Waiver.

Registration means your application for entry into the GF Event which has been accepted by CSA.

T&C and Waiver means:

- (a) these Terms and Conditions;
- (b) the Additional Materials; and
- (c) the warning note provided in accordance with the Competition and Consumer Act 2010 Cth and the relevant state legislation allowing recreational service providers to limit their liability to you.

If there is any inconsistency between the Terms and Conditions and the Additional Materials, the Terms and Conditional shall prevail to the extent of the inconsistency.

Terms and Conditions means this document.

you means the person named on the GF Event application being the applicant and where accepted by CSA, becoming a participant in the GF Event. Where you are under 18 years of age, "you" also refers to the consenting parent or guardian who completes or provides the Consent.

3. Eligibility

3.1. In order to participate in the GF Event and as a prerequisite to your Registration:

- (a) you must be at least 12 years of age on GF Event Day to participate in the GF Event. Those under 16 years of age must be accompanied by a participating adult;
- (b) you must be at least 15 years of age on Hartley's to Port MTB Race Event Day to participate in the Hartley's to Port MTB Race;
- (c) if you are under 18 years old on GF Event Day, a parent or guardian must accept the T&C and Waiver and acknowledge the Warning Note and where no consent is provided, you warrant that you are 18 years or older on GF Event Day;
- (d) you must be medically and physically fit and able to participate in the GF Event;
- (e) you must only use standard, human-powered or electric powered (e-Bikes) two-wheel bicycles (e-Bikes are not permitted in the 136km Gran Fondo). Time Trial (TT) bars are not permitted. Should you wish to participate using a non-standard two-wheel bicycle such as, motorised and power-assisted bicycles or tandem bicycles you must obtain the prior approval of CSA prior to registration via emailing info@portdouglasgranfondo.com.au; and
- (f) you must not be a danger to yourself or to the health and safety of others.

3.2. If you are unsure about your medical and physical fitness to participate in this GF Event you must seek advice from a medical practitioner before attending the GF Event.

4. Application Refusal

4.1. CSA reserves the right to refuse any application for entry into the GF Event for any reason.

4.2. CSA accepts no liability for any late, lost or misdirected entries due to technical disruptions, network connections or any other reason outside the control of CSA.

5. Fees

5.1. You must pay all the fees due, including any amounts payable for additional optional items such as additional merchandise, charitable donations and other options you nominated at the time of entry into the GF Event.

- 5.2. CSA uses a third-party payment facilitator, Register Now. A booking fee of 3% of your entry fee will be paid by CSA to Register Now.

6. Ride communications

- 6.1. Communications about or concerning the GF Event will principally be made by CSA via email. You must provide a valid email address as part of your application for participation.
- 6.2. You consent to receive and undertake to read all information concerning the GF Event that is made available on the GF Event website, CSA website, in email newsletters, the GF Event Ride Guide and all other literature.

7. Your obligations

- 7.1. If your application to participate in the GF Event is accepted, you will be permitted to participate in the GF Event on the condition that you comply with the T&C and Waiver and any reasonable direction issued by CSA or their representatives.
- 7.2. You must immediately notify CSA in writing of any change to your fitness and ability to participate in the GF Event. Where you do not provide any written notice to CSA, CSA will rely upon this as evidence of your fitness and ability to participate.
- 7.3. In applying to participate in this GF Event you consent to receiving any medical treatment that CSA or their authorised representatives (including emergency services providers) consider reasonably necessary or desirable during or shortly after the GF Event. You must reimburse CSA for any costs or expenses incurred in association with providing you with medical treatment.
- 7.4. You must pay the fees due at the time of submitting your application. No applications will be accepted or considered unless and until all fees have been received by CSA.
- 7.5. Alcohol may be served at and during the GF Event. If you are under 18 years of age you must not consume any alcohol at or during the GF Event. If you breach this condition, you may be removed from the GF Event immediately by CSA.
- 7.6. To be eligible for on course refreshments and medical or mechanical support, you must be wearing all of the following: the designated event seat post sticker, helmet sticker and wristband.

8. Safety

- 8.1. You must abide by the Queensland road rules and obey any directions from Queensland Police, Traffic Management personnel, GF Event volunteers and GF Event Staff.
- 8.2. Whilst riding, you must:
- (a) wear a cycling helmet that complies with the Australian Standard.
 - (b) not wear or use earphones or headphones.
- 8.3. Your Rider Identification Sticker must be adhered correctly to your bike and be visible at all times during the event.

9. COVID-19

- 9.1. You must abide by all applicable COVID-19 Government restrictions and guidelines, and all CovidSafe measures and requirements implemented by CSA for the GF Event. CSA reserves the right to exclude or expel you from the GF Event if you do not meet or abide by such restrictions, guidelines and requirements.

10. Promotional Offers

You accept that CSA reserves the right to alter the price and offer special promotional offers throughout the marketing campaigns as incentives to different segments or classifications of GF Event participants. These offers may include value additions and discounts. You also accept that these offers are not available to all GF Event participants and can be added or removed at the discretion of CSA.

11. Privacy

11.1. CSA has a privacy policy.

11.2. You accept that:

- (a) the information you provide with your application for entry into the GF Event is necessary for the conduct of the GF Event;
- (b) the information you provide will be used by CSA to facilitate the administration of the GF Event and for future marketing and promotional purposes relating to CSA events; and
- (c) CSA may disclose your personal information to third parties involved in the GF Event, including but not limited to Register Now.

11.3. You accept that you will be able to access your information through CSA via its website or by emailing info@portdouglasgranfondo.com.au.

11.4. If the information is not provided your application may be rejected.

11.5. You warrant that the information you provide in your application is correct. If you provide incorrect information, CSA may disqualify you from the GF Event and you may be ineligible to participate in future CSA events.

11.6. You may be photographed or filmed during the GF Event, and you consent to CSA using your name, image, likeness, voice, statement and also your performance in the GF Event (including the publication of your name and/or GF Event result, suburb and applicable age bracket on the GF Event website and/or CSA's website), at any time, to promote the GF Event or any future similar events by any form of media.

11.7. You agree to receive electronic newsletter material from CSA or its authorised representatives. Unless you have nominated otherwise, your information may also be used for marketing purposes by a third party.

12. Refusal to participate or removal from GF Event

You accept that CSA may, in its absolute discretion, refuse to allow you to participate in the GF Event or to remove you from the GF Event for breach of the T&C and Waiver or if it otherwise determines it appropriate to do so.

13. Risks, Liability and Indemnity

13.1. You recognise that your involvement in the GF Event can be inherently dangerous and that you may be exposed to certain risks during the GF Event including, but not limited to, overexertion, equipment failure, dehydration, serious accidents, exposure to a range of lighting effects including laser and strobe lighting and risks associated with the course and adverse weather conditions. These risks can and often eventuate and they may result in you being personally injured or killed or your property being damaged, or the GF Event being cancelled. By entering into or participating in the GF Event you agree:

- (a) you have read and understood the risks associated with participating in the GF Event and this warning and accept and assume the inherent risks in participating in the GF Event;

- (b) you are fully responsible for the security of your property and that CSA is not responsible or liable for the repair or replacement of any of your property whether lost, damaged or stolen; and
 - (c) that where you are a consumer of recreational services, as defined by the Competition and Consumer Act 2010 (Cth) or any relevant state law, certain terms and warranties implied into a contract for the supply of goods or services may be excluded. You accept that these implied terms and warranties and any liability of CSA arising from them, are expressly excluded to the extent permitted by law. To the extent of any liability arising, the liability of CSA will, at its discretion, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the entry fee relating to the GF Event.
- 13.2. If you are a parent/guardian of a person under 18 years (**UAP**) you consent to the UAP participating in the GF Event and agree to take full and sole responsibility for the UAP's safety and involvement in the GF Event. You further agree and undertake to CSA for and on behalf of the UAP that the provisions of clause 13.1 apply with full force and effect to the UAP and that you will take no steps of any sort on behalf of the UAP that would result in any of the provisions of clause 13.1 being rendered inoperative, of no effect or being declared or ordered by a court of law as not applying to the UAP.

14. Release and indemnity

- 14.1. In consideration of CSA accepting your application for entry to the GF Event, you, on behalf of yourself, your heirs, executors and administrators, to the extent permitted by law:
- (a) release CSA and the Associates from all Claims and/or Loss that you have or may have had but for this release arising from or in connection with your involvement in the GF Event; and
 - (b) release and waive the liability of CSA in relation to dangerous recreational activity (as that term is defined in the Civil Liability Act 2003 (Qld) for any:
 - (i) death;
 - (ii) physical or mental injury of an individual (including the aggravation, acceleration or occurrence of such an injury of the individual);
 - (iii) the contraction, aggravation or acceleration of a disease of an individual;
 - (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community, other than that which was caused by reckless conduct.
 - (c) indemnify CSA and the Associates and will keep CSA and the Associates indemnified in respect of any Claim or Loss by any person including another participant in the GF Event arising as a result of, in connection with, or in relation to your involvement in the GF Event or arising as a result of you transferring your Registration to another person or arising from you permitting another person to participate in the GF Event in your stead. This indemnity may be pleaded as a bar to any Claims or Losses. The releases and indemnities in the T&C and Waiver continue forever and bind you, your heirs, executors, personal representatives and assigns.
- 14.2. A term of this clause 14 will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

- 14.3. A term of this clause 14 will not apply if your death or injury is due to Reckless Conduct of CSA. For the purposes of this clause "Reckless Conduct" means conduct where CSA as supplier of recreational services is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person and engages in the conduct despite the risk and without adequate justification.

15. Insurance

You recognise and agree that insurance is in place that may provide limited cover to you whilst participating in the GF Event. This insurance may not cover you for all Losses incurred by you in your involvement in the GF Event. CSA does not make any representations about the suitability of the insurance.

16. Refunds

- 16.1. No refund or exchange on your entry fees except as required by law and as otherwise specified by CSA in these terms.
- 16.2. You have the option to defer your Registration to the following year for an administration fee of \$25.00. You can only defer your entry once.
- 16.3. If CSA cancels the GF Event for any reason (including but not limited to extreme weather or other dangerous conditions), then CSA will make every effort to ensure you receive a prompt refund, credit or exchange if applicable in accordance with the Australian Consumer Law.
- 16.4. If you are unable to compete in the GF Event for any reason, there will be no refunds for your entry fee unless you are entitled to a refund under clause 16.1 and have complied with all of your obligations under the T&C and Waiver.
- 16.5. There will be no refunds for any other items purchased at the time of your application, unless required by law. Any charitable donation you make is not a purchase of goods or services from CSA and consequently no refund is applicable. To receive a donation refund you will need to deal with the charity that received your donation.
- 16.6. Due to the nature of the GF Event your entry and involvement in it may be affected by matters outside CSA's control, including but not limited to the adverse weather conditions. In such circumstances CSA has the right to alter the format of, shorten, delay or cancel the GF Event and in doing so CAS may not be obliged to provide you with a refund of your entry fees. If the GF Event is cancelled due to adverse weather conditions you will receive a refund of 50% of your entry fee.
- 16.7. Should CSA cancel the GF Event due to COVID-19, you have the option to defer your Registration to the following year free of charge or receive a refund on your entry fee minus a \$25.00 administration fee.
- 16.8. Nothing in this clause excludes, modifies or limits the operation of the Australian Consumer Law.

17. Transfers and resale

- 17.1. You may transfer your Registration to another person via email to info@portdouglasgranfondo.com.au . Online transfers must be completed at least 7 days before the GF Event Day.
- 17.2. If you wish to switch into a different distance for the GF Event, you may downgrade distance before the GF Event Day. No refunds will be offered for a downgrade. If you wish to upgrade distance you may do so up to 7 days before the GF Event Day. You must pay the difference in fees at the time of your transfer.

- 17.3. You must not offer your (or any other persons) Registration for sale through any medium, including auctions (on eBay or any other auctioning or similar means). All individuals involved in such conduct will be disqualified from the GF Event.

18. Changes

You accept that CSA may change the T&C and Waiver without prior notice if the change is not material to your involvement in the GF Event.

19. Severability

A term or part of a term of the T&C and Waiver that is illegal or unenforceable may be severed from the T&C and Waiver and the remaining terms or parts of the term of the T&C and Waiver continue in force.

20. Disclaimer

CSA takes no responsibility for any third-party advertisements, links or publications which are posted on the GF Event website or the CSA website or elsewhere, nor does it take any responsibility for the goods or services provided by its advertisers.

21. Governing Law and Jurisdiction

The T&C and Waiver is governed by the laws of the State of Queensland. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning T&C and Waiver or the GF Event.