

Pedal Queensland Cycle Challenge 2020

Terms and Conditions of Entry

These Terms and Conditions of Entry (“Entry Terms”) are designed to enable the Pedal Queensland Cycle Challenge (the “Event”) to run effectively. By registering to participate in the Event, you (the “Rider”) accept and agree to be bound by these Entry Terms.

- 🚲 “The Organiser” is Bicycle Queensland Inc (ABN 11 428 868 797) and where appropriate includes officers, employees, agents, sponsors, volunteers and contractors.
- 🚲 Online entries close at 5pm on Sunday, 30 August 2020. An entry is not considered complete until all required Rider information is supplied, and full payment has been received.
- 🚲 All fees are non-refundable.
 - In the event that it is judged fees are refundable, then refunds are less any processing costs that have been incurred. For example, but not limited to, entry platform fees, credit card processing fees etc.
- 🚲 Entries are not transferable.
- 🚲 I declare that I will follow the direction of the relevant government and health authorities for all activities I am involved in for the Event. This includes government restrictions relating to the COVID-19 pandemic including but not limited to social distancing and self-quarantine orders.
- 🚲 Only standard human-powered or electric power-assisted bicycles, unicycles or tricycles are permitted in the Event. Scooters, combustion engines and power-assisted drives capable of generating over 250 watts are not permitted on the Event. Refer to Legal motorised bicycles in the Queensland bicycle road rules.
- 🚲 Indoor exercise bikes and trainers are also permitted in the Event.
- 🚲 The Rider is responsible for ensuring they are physically and mentally capable of completing the Event. Any Rider with a specific medical condition that may affect their own safety, or the safety of others should reconsider entering the Event and seek professional medical advice.
- 🚲 It is the Rider’s responsibility to have available, as they need, water, suitable food and/or medication which may be necessary to treat any particular medical condition from which they suffer.
- 🚲 The Rider must ensure their bicycle is in sound mechanical condition prior to and on the Event.
- 🚲 Persons under the age of 18 require the consent of their parent or guardian to participate in the Event. The parent or guardian shall provide their name and signature as evidence of consent and acceptance of the Entry Terms. The parent or guardian agrees to release and indemnify the Organiser in the same manner and to the same effect and extent as if they were the person first named on the entry form and participating in the Event.
- 🚲 Communications will principally be made via email. The Rider should provide a valid email address or if they do not have access to an email address, they should make every effort to read updates posted on the Event website/social media page.
- 🚲 The Rider consents to receiving and agrees to read all information that is made available on the Event website, in email correspondence, via postal services and all other literature concerning the Event.

- 🚲 The Organiser has the right to offer special promotional offers throughout the marketing campaign as incentives to different segments of riders. These offers include value additions and discounts. These offers may not be available to all riders and can be added or removed at the discretion of the Organiser.
- 🚲 The Rider acknowledges that any video footage or still images submitted by the Rider to the Organiser may be used by the Organiser, event sponsors and stakeholders for promotional and publicity purposes, operational assessments, and related cycling activities. The Rider consents to the use of such images for these purposes upon registration.
- 🚲 The Organiser collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy Statement (see www.bq.org.au). The Organiser uses personal information for the purposes of conducting and administering the Event and other related activities, including identification of participants, communicating with Riders, and providing Riders with promotional material. The Organiser may share Rider information with third parties as required, including, but not limited to charity partners, event photographer, and sponsors. Opt-out procedures are available for individuals wishing to avoid receipt of promotional material from sponsors or third parties. All information remains the property of the Organiser. Event participants will receive essential event information and promotional information via email for the duration of the event period. Event participants may receive emails and SMS notifications for future Bicycle Queensland events.
- 🚲 All merchandise purchased is non-refundable.
- 🚲 Except as otherwise stated in these Entry Terms, the Organiser is under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the Rider.
- 🚲 Conduct which, in the opinion of the Organiser, has, may or will result in a breach of these Entry Terms, harm or damage to any Rider or their property, illegal activity, bad language, or other antisocial behaviour, may result in the Rider's removal from the Event.
- 🚲 The Organiser reserves the right to refuse participation in the Event to any person without providing a reason, even though that person may be in possession of a valid entry.
- 🚲 The Organiser reserves the right to change details published about the Event or items provided as part of the Event without notice.
- 🚲 The Organiser is not liable to the Rider for any loss, damage, cost or expense of any kind, including (but not limited to) refund of entry fees, if the Rider is denied participation to or removed from the Event for any reason.
- 🚲 The Organiser is not liable to the Rider for any loss, damage, cost or expense of any kind including, but not limited to, refund of entry fees, due to program changes, poor weather before or during the Event or postponement or cancellation of all or part of the Event due to circumstances beyond the control of the Organiser including (but not limited to) weather, safety, theft, disaster, accident, strike or direction by any government authority.

REWARDS & PRIZES

- 🚲 The rewards offered as part of the Event are done so in good faith by sponsors and partners of the Organiser. The rewards are part of the incentive program and do not form part of the integral workings of the Event.
- 🚲 Rewards may be withdrawn by the Organiser at any time without notice.

- 🚲 Individual rewards will have their own terms and conditions in order to recoup.
- 🚲 The organiser is not liable for any third-party reward offer being invalid at the time any participant attempts to recoup advertised rewards.
- 🚲 The organiser, from time to time, will share contact details of participants with partners and sponsors in order for rewards to be validated.
- 🚲 Any prizes offered as part of the Event, will be drawn at random by the Organiser. This excludes the prizes awarded to the “Top Fundraisers” in each region.

Weekly Photo Competition – Voting & Entering

- 🚲 By uploading your image and submitting it to the Pedal Queensland platform you are permitting the Organiser, event sponsors and stakeholders use of your image for promotional and publicity purposes, operational assessments, and related cycling activities. The Rider consents to the use of such images for these purposes upon registration.
- 🚲 When voting in the weekly photo competition’s you are permitting the Organiser use of your email address for marketing and data collection purposes. The voter consents to the use of their email and unsubscribe options will be available.
- 🚲 The prizes advertised may be withdrawn or changed by the Organiser at any time without notice.

Acknowledgment and Waiver

- 🚲 The Rider acknowledges and understands that cycling activities are dangerous recreational activities and that by participating in them they are exposed to certain risks including injury, death and damage to their property, including as a result of the negligence or breach of contract of the Organiser.
- 🚲 In consideration of the Organiser permitting the Rider to enter and participate in the Event, the Rider hereby releases and indemnifies the Organiser from and against all and any claims, suits, demands, liabilities, loss and damage (including indirect and consequential loss), costs, expenses and, interest whether pursuant to common law or statute, that the Rider may suffer or incur arising from or connected with the Rider’s participation in the Event including as a result of the negligence, breach of duty, breach of care or other fault or responsibility of the Organiser.
- 🚲 If the Rider is a parent or guardian of a person under 18 years (“Under Age Child”) who is participating in the Event, that the Rider consents to the Under Age Child participating in the Event and agrees to take full and sole responsibility for the Under Age Child’s safety and participation in the Event. The Rider further agrees and undertakes to the Organiser for and on behalf of the Under Age Child that the release and indemnity contained in the previous clause applies with full force and effect to the Under Age Child and that the Rider and any spouse or de-facto spouse or partner will take no steps of any sort on behalf of the Under Age Child that would result in the release and indemnity in the previous clause being rendered inoperative, of no effect or being declared or ordered by a court of law as not applying to the Under Age Child.