

2017 Conditions of Entry Subaru Breakaway Series

Background

- A. The 2017 Subaru Breakaway Series forms part of the Santos Tour Down Under (TDU) and is owned and administered by Events South Australia (ESA), a trading name of the South Australian Tourism Commission (ABN 80 485 623 691) of Level 3, 121-125 King William Street, Adelaide South Australia 5000 (SATC).
- B. The 2017 Subaru Breakaway Series is comprised of the Bupa Challenge Tour (BCT), Bupa Family Ride (BFR), Bupa mini tour for kids (MTFK), and individual Norton Summit Time Trial (NSTT) (collectively referred to as the Event).
- C. The BCT is managed by an external event manager (Event Manager) on behalf of ESA.
- D. The BFR, MTFK and NSTT are managed by ESA.
- E. A reference to ESA or the Event Manager includes its subcontractors and personnel. Personnel include any natural person who is an employee, officer, agent or professional adviser (Personnel).
- F. The Legends' Night Dinner, Club Tour, Corporate hospitality and Stage Bus Transfers are official associated events of the TDU (collectively referred to as the Associated Event(s)).

Event Conditions

1. Registration numbers for the Event are limited and close on Wed 11/01/2017 unless sold out in advance.
2. ESA may, at its discretion, accept or reject an application for registration.
3. Applications for registration will not be accepted following closure of registrations or on the Event day.
4. Payment is required in full at the time of registration.
5. Refunds will not be given for failure to participate or dissatisfaction by the participant.
6. All prices are quoted in AUD per person and are inclusive of Goods and Services Tax (GST).
7. ESA and the Event Manager may refuse entry by any person to the Event, at their discretion.
8. ESA and the Event Manager may remove any person from the Event, at their discretion.
9. ESA and the Event Manager strongly recommend all participants buy ambulance, health and travel insurance (if applicable) suitable for their needs.
10. Only human powered bicycles are permitted to enter the Event. Motorcycles, scooters, motorised and power assisted bicycles are not permitted.
11. Child seats, tagalongs, tandem and hand powered bicycles are permitted.
12. Participants sharing a bicycle, such as a tandem, must register individually.
13. Participants must use a roadworthy bicycle and helmet that complies with the road rules of South Australia.
14. Participants must ensure they are mentally and physically prepared and able to complete the Event distance.
15. ESA and the Event Manager reserve the right to alter, cancel, or amend the Event route and/or itineraries due to inclement weather, extreme heat, safety and/or other operational needs in accordance with policy guidelines available at the TDU website from Thu 11/12/2016.
16. Should the Event be cancelled, ESA and the Event Manager will endeavour to provide a comparable Event.
17. All costs associated with the Event which are not specified by ESA or the Event Manager to be included in the Event, including but not limited to any transfer costs, meals, taxes, insurance and all other ancillary costs, are the responsibility of the participant.
18. Participants registered as Bupa members may be contacted by Bupa in respect of the Event.
19. All Event communication will be via email. Participants must provide a valid email address and emergency telephone number within Australia at the time of registration and advise ESA (breakawayseries@sa.gov.au) of any change. Participants who do not have an email address must refer to the TDU website (www.tourdownunder.com.au) for Event updates.
20. All information in this form is correct at time of printing. ESA may amend these conditions of entry at any time, at its discretion.

Bupa mini tour for kids

21. MTFK participants must be aged 6-12 years as of Sun 22/01/2017.
22. Requests for change of official Event t-shirt size must be sent to breakawayseries@sa.gov.au.
23. Requests for transfer of Event registration must be sent to breakawayseries@sa.gov.au prior to Wed 11/01/2017.
24. Cancellations made on or prior to 5:00pm (ACST) Wed 22/11/2016 will be entitled to a refund of monies paid through the TDU online store.

25. Cancellations made after 5:00pm (ACST) Wed 22/11/2016 will not be entitled to a refund of monies paid but will be entitled to an official Event t-shirt. Official Event t-shirts will be posted in March 2017.
26. If the Event is cancelled by ESA on or prior to 5:00pm (ACST) Wed 22/11/2016, participants will be entitled to a refund of monies paid through the TDU online store but will not be entitled to an official Event t-shirt.
27. If the Event is cancelled by ESA after 5:00pm (ACST) Wed 22/11/2016, participants will be entitled to a refund of monies paid through the TDU online store and will be entitled to an official Event t-shirt.
28. Participants must wear an official Event t-shirt at all times when participating in the Event. ESA and the Event Manager reserve the right to remove any participant who does not wear an official Event jersey when participating.

Bupa Family Ride

29. Children participating in the BFR must be in the care, custody and control of at least one registered adult participant at all times during the Event.
30. Requests for transfer of Event registration must be sent to breakawayseries@sa.gov.au prior to Wed 11/01/2017.
31. If the Event is cancelled by ESA on or prior to 5:00pm (ACST) Wed 23/11/2016, participants will be entitled to a refund of monies paid through the TDU online store.

Bupa Challenge Tour

32. BCT participants aged 15-17 years must have the consent of a parent or legal guardian to participate in the Event.
33. Teams participating in the BCT must have 5 registered participants or more. There is no maximum number of team participants.
34. BCT team names must not exceed 25 letter or contain emblems, logos or symbols. Team names that, in ESA'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. Registration for the BCT teams will close at 5:00pm (ACST) Mon 31/10/2016. Applications for BCT team registrations received after 5:00pm (ACST) Mon 31/10/2016 will incur an additional fee until late team entries close.
36. Registration will close at 5:00pm (ACST) 11/01/2017.
37. Requests for change of Event distance must be sent to breakawayseries@sa.gov.au prior to Wed 11/01/2017 and may incur an additional fee.
38. Requests for change of official Event jersey size must be sent to breakawayseries@sa.gov.au prior to 5:00pm (ACST) Fri 18/11/2016. Changes after that date may only occur at the Great Jersey Swap, Adelaide City Council Tour Village, on Thu 19/01/2017.
39. Refunds can be made on or prior to 5:00pm (ACST) Thu 17/11/2016 and participant will be entitled to a refund of monies paid through the TDU online store and will not be entitled to an official Event jersey.
40. Refunds made after 5:00pm (ACST) Thu 17/11/2016 will only be entitled to a refund of monies paid with proof of medical certificate and will not be entitled to an official Event jersey.
41. If the Event is cancelled by the Event Manager on or prior to 5:00pm (ACST) Thu 17/11/2016, participants will be entitled to a refund of monies paid through the TDU online store but will not be entitled to receive an official Event jersey.
42. If the Event is cancelled by the Event Manager after 5:00pm (ACST) Thu 17/11/2016, participants will be entitled to a refund of monies paid through the TDU online store and will be entitled to collect an official Event jersey.
43. Participants must wear an official BCT Event jersey at all times when participating in the Event. ESA and the Event Manager reserve the right to remove any participant who does not wear an official BCT Event jersey when participating.
44. The Event Manager may retire any BCT participant who fails to complete the Event distance within the scheduled time, at its discretion.
45. Participants must pull off the road to allow the TDU race peloton and convoy to pass. Participants must not re-enter the road until deemed safe to do so by the passing of the green light vehicle and police escort.
46. BCT support vehicles, doctor and mechanical support and gear wagons will be provided. Personal support vehicles are not permitted.

Norton Summit Time Trial

47. NSTT competitors must be aged 15 years or over as of Sun 15/01/2017.
48. NSTT competitors aged 15-17 years must have the consent of a parent or legal guardian to participate in the Event.
49. Registration numbers for the NSTT are limited to 300 and close when sold out.
50. The circuit may only be used by NSTT competitors in the race and will be closed to vehicles.
51. Child seats and tagalong bicycles are not permitted.

52. Requests for transfer of Event registration must be sent to breakawayseries@sa.gov.au prior to Wed 11/01/2017.

53. Cancellations made on or prior to 5:00pm (ACST) Thu 17/11/2016 will be entitled to a refund of monies paid through the TDU online store.

54. Cancellations made after 5:00pm (ACST) Thu 17/11/2016 will not be entitled to a refund of monies paid.

55. If the Event is cancelled by ESA, competitors will be entitled to a refund of monies paid through the TDU online store.

56. The starting order shall be determined by ESA using available registration information, at its discretion.

57. Competitors must wear an official numbered bib at all times when competing in the Event.

58. Timekeeping shall be conducted by transponder that must be affixed to the competitor's bicycle frame.

59. Both bib and transponder are the exclusive property of ESA and shall be returned and handed over to ESA by the competitor after the Event.

60. All competitors must present themselves and their equipment to the start area at least 15 minutes prior to their allotted start time.

61. Competitors shall set off at 30 second intervals.

62. In the case of a competitor starting before the signal, a ten second penalty shall be applied to the competitor's time.

63. The competitor is to be held at the start by an appointed ESA start attendant.

64. A late starter may not commence from a flying start and cannot start within 10 seconds of another competitor. The late starter's time commences from their original start signal.

65. For a mishap in the first 100m, a restart may be granted, with the competitor starting after the last competitor, late starters excluded. No restart shall be permitted after the first 100m and only two starts shall be permitted at the end of the last rider for that section.

66. If one competitor is caught by another, they may neither lead nor follow in the slipstream of the competitor who caught up.

67. A competitor when catching another shall leave a lateral gap of at least 2m between themselves and the caught competitor. After 1km, the caught competitor shall ride at least 25m behind the other.

68. No competitor may draft within two lengths of another competitor.

69. Competitors may not provide assistance to one another and shall not be permitted a race support vehicle.

70. Time penalties may be added to the time of a rider for breaching the rules relating to the start and passing manoeuvres during the race.

71. The final result shall be determined by the recorded times of the competitor timed to 100th of a second and the addition of any time penalties as determined by ESA, at its discretion.

72. If a dead heat occurs for any placing, the placegetters will be awarded equal placing, with the next (following) position not stated.

73. The competitor with the fastest time will be declared the winner by ESA, at its discretion, and no correspondence will be entered into.

74. Trophies and prize money valued at \$3,600 AUD (incl. GST) will be awarded to the winners of Event categories.

75. ESA 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.

76. If a winner of a prize is under the age of 18 years (where entry by persons under 18 is permitted), ESA may, at its discretion, award the prize to the winner's parent or legal guardian (who is aged over 18 years).

Associated Events

77. Registration places for the Associated Event(s) are limited and close on the date stated on the TDU website (www.tourdownunder.com.au), unless sold out in advance.

78. ESA may, at its discretion, accept or reject an application for registration.

79. Applications for registration will not be accepted following closure of registrations.

80. All prices are quoted in AUD per person and are inclusive of Goods and Services Tax (GST).

81. ESA may refuse entry by any person to the Associated Event(s), at its discretion.

82. ESA may remove any person from the Associated Event(s), at its discretion.

83. ESA strongly recommends all participants buy ambulance, health and travel insurance (if applicable) suitable for their needs.

84. Club Tour and Corporate Hospitality participants must be aged 18 years or over as of Tue 17/01/2017.

85. Any person participating in the Associated Event(s) who is under the age of 18 must be accompanied by a parent or legal guardian while attending the Associated Event(s).

86. Requests for transfer of Associated Event registration must be sent to breakawayseries@sa.gov.au prior to Wed 11/01/2017.

87. Cancellations made on or prior to 5:00pm (ACST) Thu 17/11/2016 will be entitled to a refund of monies paid through the TDU online store.

88. Cancellations made after 5:00pm (ACST) Thu 17/11/2016 will not be entitled to a refund of monies paid.

89. If an Associated Event is cancelled by ESA prior to the date of the Associated Event, participants will be entitled to a refund of monies paid through the TDU online store.

90. Refunds will not be granted due to failure to participate or dissatisfaction by the participant.

91. Requests for change of Club Tour polo shirt size must be sent to breakawayseries@sa.gov.au prior to Sun 20/11/2016.

92. All Associated Event communication will be via email. Participants must provide a valid email address at the time of registration and advise ESA (breakawayseries@sa.gov.au) of any change. Participants who do not have an email address must refer to the TDU website (www.tourdownunder.com.au) for Associated Event updates.

93. ESA reserves the right to alter, cancel, or amend the Associated Event(s) and/or itineraries due to inclement weather, extreme heat, safety and/or other operational needs in accordance with policy guidelines available at the TDU website from Thu 1/12/2016.

94. Should an Associated Event be cancelled, ESA will endeavour to provide a comparable Associated Event.

95. All costs associated with the Associated Event(s) which are not specified by ESA to be included in the Associated Event, including but not limited to any transfer costs, meals, taxes, insurance and all other ancillary costs, are the responsibility of the participant.

Acknowledgment of Liability and Risk

96. Nothing in these conditions of entry is intended to exclude, restrict or modify any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law) which cannot lawfully be excluded, restricted or modified.

97. To the extent permitted by law, participants acknowledge and agree that ESA excludes all liability in connection with the supply of recreational services for death and personal injury resulting from a failure of ESA to comply with a guarantee under the Australian Consumer Law.

98. If the participant is a parent or legal guardian of a child participating in the Event, that participant consents to the child participating in the Event and agrees to take full and sole responsibility for the child's participation and safety during the Event.

Indemnity

99. Participants release and indemnify each of the Government of the State of South Australia (the State), the Event Manager, and each of their officials, servants, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Event Manager, the State and each of their officials, servants, representatives, agents and sponsors (and any of their respective representatives) arising out of any act, matter or thing done, permitted or omitted to be done by the participant in relation to the Event and/or Associated Event(s).

100. In the case of a child participating in the Event and/or Associated Event(s), the parent or legal guardian consenting to the participant's registration provides a release and indemnity in the form set out above for and on behalf of the child participating.

Privacy

101. ESA collects and uses participant's personal information in accordance with its Information Privacy Policy (IPP) Statement available at <http://www.tourism.sa.gov.au/privacy.aspx>. Without limitation, ESA may disclose participant's personal information to the Event Manager, organisers, promoters and sponsor organisations in order to conduct the Event and/or Associated Event(s) in a safe and effective manner, and for sponsor organisations to benefit from their sponsorship of the Event and/or Associated Event(s).

Miscellaneous

102. 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.

103. 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.

104. 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.

Acknowledgements

105. I, the participant named in the Event and/or Associated Event(s) registration, hereby acknowledge and agree as follows:

- a. I have carefully read, understood and agree to be bound by these conditions of entry;
- b. I am aware that participation in the Event may involve riding on open public roads used by other traffic. I am aware of the hazards involved, and I agree to obey the road rules of South Australia;
- c. I consent to the publication of any photographs and video taken of me during the Event and/or Associated Event(s) and used for marketing purposes;
- d. I give permission for SATC to collect and add my personal information to any mailing lists managed by ESA and acknowledge that I may receive general marketing material from SATC as a result;
- e. I consent to receiving emails from Bupa, the naming rights sponsor of the BCT;
- f. I consent to receiving emails from Subaru, the naming rights sponsor of the Subaru Breakaway Series;
- g. I consent to receiving emails from Cancer Council South Australia, charity partner of the TDU and BCT;
- h. I consent to the publication of my name in The Advertiser's Challenge Tour lift out if published;
- i. I agree to comply with all requirements and directions of ESA and the Event Manager for the conduct of the relevant Event and/or Associated Event(s);
- j. I acknowledge that cycling involves the real risk of serious injury or even death from various causes including overexertion, equipment failure, dehydration, accidents with other competitors, spectators or road users, course or weather conditions and other causes;
- k. I understand that I should not participate in the Event unless I have trained appropriately;
- l. where I am the parent or legal guardian of a child participating in the Event and/or Associated Event(s), I agree to the conditions of entry set out above for and on behalf of the child; and
- m. a reference to a participant is to a party to these conditions, and a reference to a party to these conditions of entry includes the party's executors, administrators, successors and permitted assignees and substitutes.

106. Acceptance of these conditions of entry is indicated by your access and use of this website. Event and/or Associated Event purchases completed from the TDU online store will automatically accept these conditions of entry.