

## **Legends' Night Dinner, Club Tour and Touring the Tour TDU, Stage Coach Transfers Terms and Conditions of Entry**

*(Continue down for Skoda Breakaway Series)*

### **Registration**

1. The Tour Down Under (TDU) is owned and managed by Events South Australia (ESA), a trading name of South Australian Tourism Commission (SATC).
2. The Legends' Night Dinner (LND), Club Tour, Touring the Tour and TDU Stage Coach Transfers are official associated events of the Tour Down Under and will be collectively referred in this form as "the Event".
3. Registration places for the Event are limited and close at 5.00pm on Friday 8 January 2010 unless sold out beforehand.
4. ESA reserves the right, in its absolute discretion, to accept or decline an application from any participant.
5. No registrations will be accepted after 5.00pm 8 January 2010 or on Event day.
6. All prices are quoted in AUD per person and are inclusive of Goods and Services Tax (GST).

### **General Conditions**

7. ESA reserves the right to refuse entry by any person into the Event.
8. ESA reserves the right to remove any persons from the Event where they consider it necessary to do so, for health and safety or other reasons.
9. ESA strongly recommend all participants take out travel insurance and private health cover to cover any unforeseen circumstances that may arise.
10. Persons participating in The Event under the age of 18 years as of 17 January 2010 must have the consent of their guardian/parent to be able to participate.
11. Persons participating in the Legends' Night Dinner under the age of 18 years must be accompanied by their guardian/parent.
12. The Event registration is transferable. Name changes must be made in writing (email accepted) prior to 5pm 8<sup>th</sup> January 2010.
13. Full payment is required to confirm your Event registration.
14. All cancellations received prior to 5.00pm on Monday 30 November 2009 will be entitled to a full refund of monies paid.
15. All cancellations received from 1 December until 24 January 2010 will not be entitled to a refund (part or full) of monies paid.
16. If the Event is cancelled by the organisers prior to date of the Event participants will be entitled to a full refund of all monies paid.
17. Refunds will not be granted due to failure to participate or dissatisfaction by the participant.



18. Club Tour Polo shirts size cannot be changed after 30 November 2009.
19. Club Tour polo size will not be guaranteed for bookings made after 30 November 2009.
20. ESA and the Event Manager reserve the right to alter or amend the Event route due to inclement weather and/or extreme heat and other operational needs prevailing at the time and these decisions are always made in the best interest of safety. Occasionally it may be necessary to alter or amend Event itineraries and other arrangements from those published.
21. Events such as this occasionally need to be cancelled and/or published information needs to change. In such circumstances ESA will endeavor to do its best to provide a comparable Event.
22. Without limiting the foregoing, ESA is not responsible for third party suppliers of services such as hotels, restaurants, or transportation companies.
23. Touring the Tour only - Added attraction fees are at the participant's own cost.
24. Touring the Tour only – Minimum numbers apply
25. All information in this form is correct at time of printing but may be subject to change.

#### **Event communication**

26. All Event communication will be made via email. It is the participant's responsibility to provide a valid email address at the time of registration. If the participant does not have an email address they should make every attempt to read the TDU website for Event updates.

#### **Acknowledgements**

27. I, the participant named below, hereby acknowledge and agree as follows:
    - a) I have carefully read, understood and agree to these terms and conditions of entry;
    - b) I consent to the publication of any photographs and video taken of me during this Event for marketing purposes;
    - c) I consent to my address and details being added to any mailing lists used by ESA – details will not be passed on to third parties;
    - d) During the Event I agree to abide by any directions given by ESA, the Event Manager, marshals, or any official Event personnel;
    - e) I release ESA and all persons or corporations associated directly or indirectly with the conduct of the Event from all claims demands and proceedings arising out of my participation and I hereby indemnify them against all liability (including liability for their negligence and the negligence of others) for all injury, loss or damage arising out of or connected with my participation in this Event.
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**2010 Skoda Breakaway Series  
Mutual Community Challenge Tour (MCCT)  
Mutual Community mini tour for kids (MTFK)  
Terms and Conditions of Entry**

**Registration**

1. The 2010 Skoda Breakaway Series forms part of the Tour Down Under (TDU) and is owned and administered by Events South Australia (ESA), a trading name of South Australian Tourism Commission (SATC).
2. The 2010 Skoda Breakaway Series comprises two bicycle events, namely, the Mutual Community Challenge Tour (MCCT) and the Mini Tour for Kids (collectively referred in this form as "the Event").
3. Registration places for the Event are limited and close at 5.00pm on Friday 8 January 2010 unless sold out beforehand.
4. ESA reserves the right, in its absolute discretion, to accept or decline an application from any participant.
5. No registrations will be accepted after 5.00pm 8 January 2010 or on Event day.
6. All prices are quoted in AUD per person and are inclusive of Goods and Services Tax (GST).

**General Conditions**

7. ESA and the Event Manager reserve the right to refuse entry by any person into the Event.
8. ESA and the Event Manager reserve the right to remove any persons from the Event where they consider it necessary to do so, for health and safety or other reasons.
9. ESA and the Event Manager strongly recommend all participants take out travel insurance and private health cover to cover any unforeseen circumstances that may arise.
10. Children under the age of 15 participating in the Mutual Community Challenge Tour must be accompanied by and in the care of a nominated adult who is responsible for those persons throughout the Event.
11. Persons participating in the Mutual Community Challenge Tour who are aged between 15 and 17 must have the consent of their guardian/parent to be able to participate.
12. Teams participating in the Mutual Community Challenge Tour must have a minimum of 5 team members registered. There is no maximum number. Events South Australia will have the right to approve team name. It should not be offensive or conflict with Tour Down Under sponsors.
13. Team name and all team members must be registered by 5pm Monday 30 November 2009. Team names cannot be changed or added to after Monday 30 November and (for printing on jerseys) must not exceed 25 letters.
14. The Mutual Community Challenge Tour Registration is transferable. Name changes must be made prior to 5pm Friday 8<sup>th</sup> January 2010. Please note jersey sizes cannot be changed.



15. Participants wanting to change their ride distance must contact the South Australian Visitor and Travel Centre prior to COB Friday 8 January 2010. Participants who change their distance after this date or on Event day cannot be guaranteed their jersey will be at the correct start location.
16. Only human powered bicycles are permitted to enter the ride. Motorcycles, scooters and motorised and power assisted bicycles are not permitted.
17. Child seats, tagalongs, tandem and hand powered bicycles are permitted.
18. Participants sharing a bicycle, such as a tandem, must register each rider individually.
19. Participants are responsible for ensuring they are capable of riding the Event distance. It is the responsibility of the participant to prepare mentally and physically for the Event.
20. Full payment is required to confirm your Skoda Breakaway Series registration.
21. All cancellations received prior to 5.00pm on Monday 30 November 2009 will be entitled to a full refund of monies paid and will not be entitled to receive the official Event jersey.
22. All cancellations received from 1 December until 24 January 2010 will not be entitled to a refund (part or full) of monies paid but will be entitled to their official Event jersey. Event Jerseys will only be posted out in February 2010.
23. If the Event is cancelled by the organisers prior to 5pm 30 November 2009 all participants will be entitled to a full refund of all monies paid but will not be entitled to receive their official Event jersey.
24. If the Event is cancelled by ESA between 1 December and 24 January 2010 all participants will be entitled to a full refund of all monies paid and will be entitled to receive their official Event jersey.
25. Refunds will not be granted due to failure to participate or dissatisfaction by the participant.
26. Jersey size cannot be changed after registration confirmation.
27. Participants must ride in the official jersey or t-shirt and cannot change jersey or t-shirt size once registered.

### **Event Route**

28. ESA and the Event Manager reserve the right to alter or amend the Event route due to inclement weather and/or extreme heat and other operational needs prevailing at the time and these decisions are always made in the best interest of safety. Occasionally it may be necessary to alter or amend Event itineraries and other arrangements from those published.
29. Events such as this occasionally need to be cancelled and/or published information needs to change. In such circumstances ESA and the Event Manager will endeavor to do their best to provide a comparable Event.
30. The decision to cancel or modify the Event and the Event cancellation process will be in line with the Breakaway Series Heat/extreme weather policy guidelines. A copy of this policy will be posted on the Tour Down Under website from 1 December 2009.

31. Without limiting the foregoing, Events South Australia and the Event Manager is not responsible for third party suppliers of services such as hotels, restaurants, or transportation companies.
32. The TDU is staged under a rolling road closure, meaning any vehicle on the road during this Event MUST give way and move off the road until clear. If a Mutual Community Challenge Tour rider is still on the route when the Tour Down Under race peloton arrives at that point, they will be required to move off the road until ALL professional riders and Event vehicles have safely passed by. At times during the stage this may take up to 20 minutes.
33. When participating in the Event participant understand that if they arrive at the finish location after the arrival of the Tour Parade (time subject to change on the day) then it may not be logistically possible to ride through the arch and a detour will be in place.
34. Rider support vehicles are not permitted on the ride. The Event Manager will provide support vehicles including SAG wagons, medical support and mechanical support.
35. All information in this form is correct at time of printing but may be subject to change.

### **Event communication**

36. All Event communication will be made via email. It is the participant's responsibility to provide a valid email address at the time of registration. If the participant does not have an email address they should make every attempt to read the TDU website for Event updates.

### **Acknowledgements**

37. I, the participant named below, hereby acknowledge and agree as follows:
  - a. I have carefully read, understood and agree to these terms and conditions of entry;
  - b. I am aware that participation in this Event involves riding on 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 this Event and used for marketing purposes;
  - d. I consent to my address and details being added to any mailing lists used by Events South Australia – details will not be passed on to third parties;
  - e. I consent to the publication of my name in The Advertiser's Challenge Tour lift out.
  - f. During the Event I agree to abide by any directions given by the Event Director/Manager, marshals, or any official Event personnel;
  - g. 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;
  - h. I understand that I should not compete in this Event unless I have trained appropriately;
  - i. I accept all risks necessarily flowing from my participation which could result in loss of life or permanent injury;



**I, the participant named below, hereby agree to all the terms and conditions set out in this form:**

Participants full name \_\_\_\_\_

Participant's signature \_\_\_\_\_

Date \_\_\_\_\_

**If the participant is under 18 then a parent/guardian must provide consent.**

Parent/Guardian full name \_\_\_\_\_

Parent/Guardian signature \_\_\_\_\_

Date \_\_\_\_\_

**Acceptance of these terms and conditions is indicated by your access and use of this website. Purchases completed from the Tour Down Under Online Shop will automatically accept each products conditions.**

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## Mutual Community Challenge Tour Coach Transfers Terms and Conditions of Entry

### Event Management

1. The 2010 Mutual Community Challenge Tour (herein known as the Event) is owned and administered by Events South Australia (ESA), a trading name of South Australian Tourism Commission (SATC).
2. The Event is managed by an external Event Manager (herein known as the Event Manager) on behalf of Events South Australia.

### Registrations

3. ESA will manage all registrations for Coach Transfers.
4. Applications for registration for the Coach Transfers close at 5.00pm on Friday, 8 January 2010 and must be submitted via the Tour Down Under website at [www.tourdownunder.com.au](http://www.tourdownunder.com.au).
5. Full payment of the registration fee for the Coach Transfers is required by Friday, 8 January 2010 to confirm registration and participation in the Coach Transfer.
6. People are also required to provide a valid email address at the time of registration.
7. Cancellations received prior to 5.00pm on 8 January 2010 will be entitled to a full refund of monies paid.
8. Cancellations received between 8 January and 24 January 2010 will not be entitled to any refund (part or full) of monies.
9. If the Event Manager and the Contractor cancel the Event, participants will be entitled to a full refund of all monies paid.
10. Refunds will not be granted to people who do not participate on the event day or are dissatisfied with the Coach Transfers.
11. ESA, the Event Manager and the Contractor reserve the right, in its absolute discretion, to:
  - (i) accept or decline an application for registration from any participant; and
  - (ii) refuse entry by any registered person onto the Coach Transfers.

### Other Conditions

12. ESA, the Event Manager and the Contractor will not accept liability for lost, damaged or stolen luggage or property (including bicycles) during loading/unloading and in transit. It is recommended that participants take out their own insurance coverage.
13. Only human powered cycles are permitted to participate in the Event. Motorcycles, scooters, and motorised and power assisted bicycles are not permitted.
14. Should the Contractor not be able to provide the Coach Transfer, the Event Manager will provide a comparable service.



15. ESA is not responsible for the negligent or unlawful acts or omissions of the Contractor, the Event Manager, or any other third party suppliers of services

**Event Communication**

16. All Event communication will be made via email. It is the participant's responsibility to provide a valid email address at the time of registration. If the participant does not have an email address, it is strongly recommended that the participant read the TDU website for Event updates at [www.tourdownunder.com.au](http://www.tourdownunder.com.au) from Monday, 28 September 2009.

17. All information in this form is correct at the time of printing, but it may be subject to change. If details change, ESA will send all participants an email. It will also publish the information on the TDU website at [www.tourdownunder.com.au](http://www.tourdownunder.com.au). It is strongly recommended that participants regularly read the TDU website.

**Consent and Acknowledgement**

18. I, the participant named below, hereby acknowledge and agree to the following:

- (i) I have carefully read, understood and agree to the terms and conditions in this form;
- (ii) During the Event I agree to abide by any directions given by the Event Manager and its marshals, officials and volunteers and the Contractor;
- (iii) I release ESA and all persons associated directly or indirectly with the conduct of the Event from all claims demands and proceedings arising out of my participation and I hereby indemnify them against all liability (including liability for their negligence and the negligence of others) for all injury, loss or damage arising out of or connected with my participation in this Event.

**I, the participant named below, hereby agree to all the terms and conditions set out in this form:**

Participants full name \_\_\_\_\_

Participant's signature \_\_\_\_\_

Date \_\_\_\_\_

**If the participant is under 18 then a parent/guardian must provide consent.**

Parent/Guardian full name \_\_\_\_\_

Parent/Guardian signature \_\_\_\_\_

Date \_\_\_\_\_

