

## ENTRY TERMS AND CONDITIONS

*Participants (riders in the event)*

*Support Team (people affiliated with a rider and using all the services)*

*Event Team Workforce (volunteer venue crew)*

All Cape to Cape MTB Participants, Support Team and Event Team Workforce (The Participants) must read these Entry Terms and Conditions before completing and submitting their Event Entry Form.

These Entry Terms and Conditions are designed to facilitate the safe and expedient management of the Cape to Cape MTB ('The Event') from 14-17 October 2010.

On submission of your Event Entry Form to participate in 'The Event' in whichever capacity, you (the Participant) accept and agree to be bound by these Entry Terms and Conditions

### Entry Terms and Conditions

1. The Participant understands that the Cape to Cape MTB is an off-road bicycling event organised by Zubini Marketing and Management Pty Ltd (Zubini Marketing), under exclusive contract with Tourism Western Australia, with a range of service options that may or may not be included in the standard entry fee.
2. The Participant may enter online, by phone, fax or in person and agrees to pay the entry fees specified on the Event Entry Form. The Participant understands that \$2.89 AUD (plus GST) of his/her entry fees will be used to purchase carbon credits to offset greenhouse gas emissions associated with the Event as a whole, and that this portion of the Entry Fee will not be refunded to the Participant for any reason.
3. Accommodation, Catering, Transport and Tourism Option selections are the responsibility of the Participant. Any changes to his/her Entry selections will incur a \$20 administration fee. No changes to Entry selections will be permitted after 5pm, 9th October 2010.
4. All Participants must be over 15 years of age, as of 14th October 2010, to enter The Event.
5. If the Participant is under 18 years of age, as of 14th October 2010, he/she must have a Parent or Guardian agree to the Entry Terms and Conditions and consent to their participation in The Event.
6. Support Crew aged 15 years or younger, as of 14th October 2010, must be accompanied on The Event by a Parent or Guardian.
7. Zubini Marketing has in its absolute discretion the ability to accept or refuse an application for registration.
8. An Event Application must be submitted for each individual Participant.

### *Closing Dates for Entries*

9. Entries for The Event close 5pm, 9th October 2010. After this date, entry can only be taken at the discretion of Zubini Marketing

### *Cancellations*

10. If the Participant wishes to cancel his/her participation in The Event, the Participant must notify Zubini Marketing in writing, providing his/her name, address and reason for cancellation.

11. Written cancellations received before 5pm, 30 September 2010 will be refunded 70% of their Entry Fee.

12. Written cancellations received before 5pm, 30 September 2010 will be refunded 100% of their Accommodation and Transport Selections if purchased through Zubini Marketing. A \$40 administration fee will be charged.

13. No refunds will be offered for cancellations received after 5pm, 30 September 2010.

14. Except as otherwise stated in these Entry Terms and Conditions, Zubini Marketing is under no obligation to refund monies or Entry Fees due to non use, cancellation, failure to participate or dissatisfaction by the Participant.

### *Transfers*

15. The Participant cannot transfer his/her registration for The Event. Please see the cancellation policy above for details on non participation in The Event.

### *Event Communications*

16. Event Communications will principally be made via email. The Participant should therefore provide a valid email address. If the Participant does not have access to an email address the Participant should make every effort to read the updates which will be posted on the Cape to Cape MTB website.

17. It is the Participant's responsibility to read information that is made available on the website, in e-news, the Event Guide and other literature concerning The Event.

### *Preparation, Training, Health and Safety*

18. The Participant is responsible for ensuring that he/she has adequately and appropriately prepared both physically and mentally for The Event. If the Participant has any health issues or doubts prior to The Event, he/she should immediately seek appropriate medical advice.

19. If, during The Event, the Participant becomes ill or is injured, Zubini Marketing will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Participant's expense. Zubini Marketing recommends that Participants hold current private health insurance including Ambulance Cover for such an eventuality.

20. Where a Participant becomes seriously ill or injured and is unable to continue in The Event, the Participant will be considered no longer participating in the Event.

#### *Special Requirements*

21. Zubini Marketing will be following the Tourism Western Australia disability policy guidelines, which include: ensuring that people with disabilities, their families and carers are able to access the range of facilities and provide them, where reasonable, with the same opportunities, rights and responsibilities enjoyed by other people in the community; and consulting, where appropriate, with people with disabilities, their families and carers and disability organisations to ensure that barriers to access and inclusion are addressed appropriately.

22. Zubini Marketing will consider written requests before The Event for personal assistance with specific health matters including refrigeration of prescription drugs. Such written requests must be received by 5pm, 13 October 2010.

#### *Accommodation and Catering*

23. Zubini Marketing recommends Accommodation bookings are made at the time of entry to the Cape to Cape MTB. Some locations and options will have limited vacancies available.

24. Vegetarian meals will be provided, on request where possible at the evening functions. Other special dietary requirements cannot be catered for and participants with those needs are urged to self cater for those requirements.

25. Zubini Marketing will transport your luggage between campsites. Each Event Participant is allowed one bag for luggage, weighing up to 20kg. Overweight bags will not be handled by Zubini Marketing Staff, Contractors or Volunteers and will incur a \$50 fee. Reasonable care will be taken with your luggage. However, Zubini Marketing does not accept any responsibility for loss or damage.

#### *Transport*

26. Zubini Marketing will endeavour to transport all Participants and Support Team members via pre and post event Transport options offered to them prior to the Event. Transport options cannot be guaranteed after 9 October 2010.

27. Zubini Marketing requests all Participant Transport and other Event options selections to facilitate better management and service for The Event. It is not compulsory to provide all the details of the individual itinerary for The Event, however, Zubini Marketing cannot guarantee its capacity to provide full service if you do not inform of those details.

### *Event and Event Option Variation*

28. Zubini Marketing reserves the right, in its absolute discretion, to change or vary the route of any of the Event Options without notice; cancel, postpone, reschedule or change the time or place for The Event or any of the Event Options for any reason and at any time prior to the commencement of The Event; and Zubini Marketing is not responsible for or liable to the Participant for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise and howsoever or wheresoever incurred by the Participant resulting from any such action taken by Zubini Marketing.

### *Compliance with Laws*

29. During The Event, the Participant must comply with all traffic and road laws, all directions issued by police and all instructions given by Zubini Marketing Event Staff or any officials representing Zubini Marketing at The Event. Failure to do so may result in the Participant being removed from The Event.

30. The Participant must wear an approved cycling helmet (AS/NZ 2063) at all times during The Event if riding a bicycle.

### *Behaviour, Alcohol, Illicit Drugs*

31. Inappropriate, unreasonable and illegal conduct as decided by Zubini Marketing, in its discretion, may result in Participants being expelled from The Event.

32. Bringing, consuming or possessing alcohol or illicit drugs at any of the Basecamps is strictly prohibited. You must not remove alcohol from the licensed area.

33. Drunkenness or under-age drinking will not be tolerated and may be referred to the police.

34. The Basecamp, Rest Areas and the Ride Course are designated non-smoking areas.

### *Common Sense*

35. The Participant must conduct his/herself in a safe and responsible manner during The Event and use common sense at all times. The Participant must exercise caution on all public roads and other thoroughfares and behave defensively and courteously.

### *Insurance*

36. Participants are strongly recommended to take travel insurance coverage for the duration of the event.

### *Medical*

37. Zubini Marketing has a medical coverage and provision policy. Please read the Terms and Conditions of Medical Coverage on the Medical page of the website.

38. Participants are strongly recommended to have Private Health Insurance with Ambulance Cover prior to undertaking the Cape to Cape MTB.

39. Qualified medical staff will undertake all medical situations throughout the event. Medical coverage will be provided on course and for specified hours at a clinic at each Basecamp. All reasonable care and consideration will be given to any medical requirements by participants in The Event.

40. In the instance where a medical emergency arises, Zubini Marketing Event Staff or any officials representing Zubini Marketing reserve the right to have the participant transferred to hospital via ambulance at the cost of the participant

#### *Private support vehicles*

41. Private support vehicles are not permitted on The Event course. Access to some of the venues will be subject to availability and at the absolute discretion of the Basecamp Director.

#### *Photography*

42. The Participant acknowledges and agrees that he/she may be photographed or filmed during The Event and consents to Zubini Marketing using the Participant's picture and likeness contained in any photographs or film for publicising The Event and for promoting any future event to be staged by Zubini Marketing.

#### *Other*

43. The Event will be held outdoors and will proceed notwithstanding poor weather conditions on the day of the Event. Zubini Marketing is not liable to the Participant for any loss, damage, cost or expense of any kind including, but not limited to, refund of entry fees, in the event of poor weather before or during The Event.

44. Zubini Marketing reserves the right, in its absolute discretion, to refuse to allow the Participant to participate in The Event or to remove the Participant from The Event for breach of these Entry Terms and Conditions or if it otherwise determines it appropriate to do so.

45. Zubini Marketing is not liable to the Participant for any loss, damage, cost or expense of any kind, including but not limited to, the refund of the entry fee, if the Participant is denied access to or removed from The Event for any reason.

46. The Participant agrees that Zubini Marketing will have no liability for any breach of its obligations under this agreement or in respect of The Event generally caused by events outside of Zubini Marketing's control, including (without limitation) strike, lockout, riot, industrial action, fire, storm, tempest, act of God, material shortage, government law or regulation or requirement. The Participant releases Zubini Marketing from any claim, liability or responsibility in respect of any such breach, and acknowledges that he/she has no right to terminate his/her agreement with Zubini Marketing by reason of such breach

47. No animals are permitted at The Event

## *Privacy*

48. Zubini Marketing collects, uses, discloses and otherwise handles the Participant's personal information in accordance with the terms of its Privacy Policy Statement (see [www.capetocapemtb.com](http://www.capetocapemtb.com)).

49. All information remains the property of Zubini Marketing and will not be disclosed to any third party.

50. On acceptance of the Entry Terms and Conditions, participants accept that electronic updates and e-news will be forwarded. Participants can then choose not to receive this electronic information.

51. Zubini Marketing will use the data to forward specials/offers and other information from sponsors and event partners as part of the e-news communications above. Participants can then choose not to receive this information.

## *Leave No Trace - Environmental Partnership*

52. Participants are required to have read the Leave No Trace environment document on the Cape to Cape MTB website. Participants in the event agree to abide by the seven Leave No Trace Principles.  
Acknowledgment and Waiver

53. PARTICIPANT DECLARATION: This is a legal document that affects your rights.

- 1) I acknowledge that participating in off-road bicycle riding involves the real risk of serious injury or even death from various causes including over exertion, dehydration, accidents with other competitors, wildlife or other land users, course or weather conditions and other causes.
- 2) I understand that I should not compete in this event unless I have trained appropriately and my physical condition has been verified by a medical practitioner.
- 3) By competing, I accept all risks necessarily flowing from my participation which could result in loss of life or temporary or permanent injury. Accordingly, I release 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. This release shall extend to and include Zubini Marketing, WAMBA (Western Australian Mountain Bike Association), Mountain Biking Australia and/or any other sponsors and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the event, the owners, licensees and occupiers of land upon which the event or any part of it is conducted, any statutory body or local authority having control over any land upon which the event or any part of it is conducted or which is involved directly or indirectly with the event in any matter whatsoever and promoters, sponsors and event organisers. This release and indemnity continues forever and binds my heirs, executors, personal representative and assigns.
- 4) I consent to receiving any medical treatment, including ambulance transportation, that the event organisers or contracted medical practitioners think desirable during or after the event.
- 5) I consent to event organisers using my name, image and likeness before, during and after the event for event promotional broadcasting or reporting purposes in the media.
- 6) I understand that compulsory insurance cover effected for participants in this event may not cover me for all injury, loss or damage sustained by me.

7) Safety precautions undertaken by organisers (such as course supervision, race safety briefings, encouragement to wear personal protective equipment) are a service to me and other competitors but are not a guarantee of safety.

8) I am fully responsible for the security of my personal possessions at the event.

9) My registration is not transferable to other people. If I am unable to compete, or if the event is cancelled by way of circumstances beyond the control of the event directors, my registration fee is non-refundable.

10) I have listed my medical or physical conditions (\*) from which I suffer that might affect my performance or be relevant if medical treatment is needed.

11) I agree to abide by all race rules and directions issued by Zubini Marketing and any other event organisers.

12) Event organisers may change the event format, course or other race conditions at their discretion. If that occurs, this agreement applies to the changed conditions.

13) If the event is cancelled due to flood, cyclone, torrential rains or other acts of God conditions, I understand that entry fee will not be refunded.

14) I acknowledge that the race timing band remains the property of the timing device provider as nominated by Zubini Marketing. I agree to pay \$50 should I not return my timing band to the timing device provider as nominated by Zubini Marketing . I certify that I am 15 years of age or older and have read this document and fully understand it.

(\*) Medical Conditions must be given on the Participant Registration Form