

# MTB CAPE TO CAPE WESTERN AUSTRALIA

18 - 21 OCTOBER 2018

Applicable to Participants (riders in the event) and 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 ("Terms") before completing and submitting their Event Entry Form.

These Terms are designed to facilitate the safe and expedient management of the Cape to Cape MTB ('The Event') from 18th - 21st October 2018.

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 Terms.

## Terms

1. The Participant understands that the Cape to Cape MTB is an off-road bicycling event organised by USM EVENTS PTY LTD (USM), with a range of service options that may or may not be included in the standard entry fee.
2. The Participant may enter online or in person and agrees to pay the entry fees specified on the Event Entry Form.
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 2018.
4. All Participants must be over 15 years of age, as of 24th May 2018, to enter The Event.
5. If the Participant is under 18 years of age, as of 18th October 2018, he/she must have a Parent or Guardian agree to the Terms and consent to their participation in The Event.
6. Support Crew aged 15 years or younger, as of 18th October 2018, must be accompanied on The Event by a Parent or Guardian.
7. USM 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. Online Entries for The Event close either when the event director deems the field to be at a maximum size or at 5pm, 17th October 2018. After this date, entries can only be taken at the event during registration times (see website for details).

## Cancellations

10. If the Participant wishes to cancel his/her participation in The Event, the Participant must notify USM in writing (email) to [capetocape@ironman.com](mailto:capetocape@ironman.com), providing his/her name, booking reference, address and reason for cancellation.

The participant is able to transfer to the 2019 event before 5pm, 17th September 2018, after this time no deferrals will be offered. Please note if the participant does defer, no transport of function option/selections will be rolled over to the 2019 event.

If the participant has rolled over entry (deferral) from the 2017 event and cannot compete in the 2018 event, no refunds will be made.

11. Written cancellations received before 5pm, 18th September 2018 will be refunded 70% of their Entry Fee

12. All refunds will be processed via the online registration within 60 days after the event.

13. Written cancellations received before 5pm, 29th September 2018 will be refunded 100% of their Accommodation and Transport Selections if purchased through USM.

14. No refunds will be offered for cancellations received after 5pm, 29th September 2018.

15. Except as otherwise stated in these Terms, USM is under no obligation to refund monies or Entry Fees due to no use, cancellation, failure to participate or dissatisfaction by the Participant.

#### Transfers

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

#### Event Communications

17. 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.

18. 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

19. 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.

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

21. 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

22. USM 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.

23. USM 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, 5th October 2018.

#### Accommodation and Catering

24. USM 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.

25. 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.

#### Transport

26. USM 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 5th October 2018.

27. USM 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, USM cannot guarantee its capacity to provide full service if you do not inform of those details.

#### Event and Event Option Variation

28. USM 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 USM 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 USM .

#### 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 USM Event Staff or any officials representing USM 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 USM, 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 Start/ Finish Lines 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 Start/Finish Line Areas, 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. Participants are strongly recommended to have Private Health Insurance with Ambulance Cover prior to undertaking the Port to Port MTB.

38. 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.

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

#### Private support vehicles

40. 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 Event Director. Support vehicle drivers must park in designated event areas and follow instructions from the event staff and police. All designated parking areas will be published in the official rider guide.

#### Photography

41. The Participant acknowledges and agrees that he/she may be photographed or filmed during The Event and consents to USM (and/or its parent company, World Triathlon Corporation, or affiliates)

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 USM .

#### Other

42. The Event will be held outdoors and will proceed notwithstanding poor weather conditions on the day of the Event. USM 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.

43. USM 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 Terms or if it otherwise determines it appropriate to do so.

44. USM 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.

45. The Participant agrees that USM 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 USM '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 USM 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 USM by reason of such breach

46. No animals are permitted at The Event

#### Privacy

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

48. The participant gives USM full permission to add his/her name and email address to the event mailing database.

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

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

51. USM 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.