



## TOUR de TRANSPLANT 2014 TERMS AND CONDITIONS

The following are the terms and conditions of entry of Heart and Lung Transplant Trust (Victoria) Inc. for the Tour de Transplant 2014. These terms are not negotiable and by accepting an entry to the Event via the GoFundraise hosted HLTTV registration system and paying the deposit fees you are hereby acknowledging your acceptance of our terms and conditions.

**Definitions:**

**HLTTV** means "Heart and Lung Transplant Trust (Victoria) Inc., ABN 68 585 966 022, of PO Box 25036, Melbourne, Victoria 3004."

**PACT** means "Philip Grant Anderson as trustee of the PGA & ACN Family Trust ABN 50 152 592 164 of PO Box 175, Apollo Bay, Victoria 3233."

**Organizers** means "HLTTV in conjunction with PACT"

**Event** means "Tour de Transplant, a cycle tour around Victoria and ancillary events as well as pre- and post-event activities (including, without limitation, one or more training rides)"

**Deposit** means "\$500 or such amount as agreed by HLTTV"

**Balance** means "\$1,300 or such other amount as agreed by HLTTV"

**WARNING:** This is a legal document that affects your rights, if you are uncertain or uncomfortable with some of the conditions of registration then we recommend that you obtain advice to ensure you understand and accept the conditions of entry.

I agree to participate in the Event on the following basis:

1. I acknowledge that all sporting events (whether competitive or non-competitive) involve 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, and course or weather conditions and other causes. I understand that participating in the Event, using public streets and facilities, and the use of and participation in services made available to participants during the Event (including massage, chiropractic, and medical services) is such a potentially hazardous activity and can result in serious personal injury or death. I am aware of and expressly assume all risks associated with participating in this Event, including, without limitation, falls, contact with other participants, objects, bicycles and vehicles, the effects of weather, traffic, and the conditions of the streets and routes used by the Event, and I assert that my participation in this Event is voluntary.

2. I understand that I should not participate in the Event unless I have trained appropriately and will be in a fit state to complete the Event safely. I acknowledge that if I am aware of or under treatment for any physical or mental infirmity, disorder, ailment, illness or any other existing medical condition or uncertain of my state of fitness then a medical practitioner should verify my condition and approve of my participation in the Event. I acknowledge that I, and I alone, am solely responsible for my personal health and safety.

3. By participating, I accept all risks necessarily flowing from my participation that could result in injury, loss of life or permanent injury. Accordingly, I release all persons or corporations associated directly or indirectly with the conduct of the Event from any and all



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claims injuries demands and proceedings arising out of the Event or my participation in the Event and I hereby indemnify them against all liability (including liability for their negligence and negligence of others) for all injury, loss or damage arising out of or connected with my participation in the Event. This release shall extend to and include the Organizers, any of the Event sponsors, Event marshals, the City of Melbourne, the State of Victoria, Australia, any beneficiaries, sponsors, officials, participating clubs, communities, organisations, friends of the Event, riders, consultants, participants, third-party vendors, government or public entities (including, without limitation, the Department of Transport, Victoria) and all of their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including Event medical and paramedical personnel, 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 ("Specified Parties"). This release and indemnity continues forever and binds my heirs, executors, personal and legal representatives and assigns. I intend by agreeing to this document, in advance, to waive my rights, to covenant not to sue to release for future claims, and to discharge all of the Specified Parties from any and all loss or damage, including, but not limited to claims for damages for death, personal injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation in all or any portion of this Event, even though that liability may arise from negligence, carelessness, or recklessness (whether simple or gross) on the part of the Specified Parties, from dangerous or defective property or equipment owned, maintained, or controlled by them or because of their possible liability without fault.

4. I agree to abide by all rules, regulations and instructions of the Event as well as all applicable municipal and state laws and regulations.

5. I have provided correct details of any medical or physical conditions from which I suffer that might affect my performance or be relevant if medical treatment is needed. I accept the risk of participating despite these conditions. I have supplied an emergency contact name and number, this person is contactable both during and after the Event and is not another participant. I consent to receiving any medical treatment in the event of illness or injuries suffered by me including ambulance transportation that the Organizers think desirable during or after the Event. I agree to pay the costs of any such medical treatment.

6. I understand that compulsory insurance cover for participants in this Event may not cover for all injury, loss or damage sustained by me.

7. Safety precautions undertaken by Organizers (such as course supervision, safety briefings, bicycle and helmet safety checks) are a service to me and other participants but are not a guarantee of safety.

8. My registration is not transferable to other people. Any attempt to transfer my entry or allow another person to participate under my name may result in total cancellation without refund, insurance being deemed void and inability to enter further HLTTV events.

9. I understand that payment of the Deposit is not a full payment to enter the Event and that I am liable to pay the Balance by 5pm 31 January 2014 or immediately on registration if registration is later. I understand that should I not pay the Balance by the due date the Organizer will cancel my registration and the Deposit will be forfeited. I further understand



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that I must fundraise for HLTTV or make my own donation to HLTTV in lieu of fundraising of at least \$2,400. I understand that all donations to HLTTV and non-refundable and non-transferrable, even I do not participate in the Event. I further understand that my registration fee does not count towards my fundraising commitment and is not tax-deductible.

10. If I wish to withdraw from the Event I must do so through my online registration and the following cancellation policy will apply:

- A \$500 cancellation fee will be incurred if you withdraw up until 5pm 31 January 2014
- A \$1,000 cancellation fee will be incurred if you withdraw after 5pm 31 January 2014 and up until 5pm 22 February 2014
- No refunds will be offered from 5pm 22 February 2014

11. Organizers may change the Event format, course or other conditions at their discretion. If that occurs, this agreement applies to the changed conditions. In addition, the Organizers give no warranties that the Event shall take place in the time and place stipulated or at all and reserve the right to cancel the Event at anytime prior to the commencement date in which case any deposit or other payments made on account of the tour shall be refunded to you subject to the Organizers receiving refunds from third party providers i.e. accommodation, meals, tickets etc. An alternate date, whether suitable to you or not may be provided in lieu. The client shall have no right to claim damages from the Organizers.

12. I agree that if the Event is cancelled due to storm, rain, inclement weather, winds or other 'Act of God' conditions, safety concerns, government action, strike, civil commotion, national disaster or the like, or if I do not participate in the Event for any other reason, my entry fee shall be non refundable. In no circumstances shall the Organizers be liable for any consequential loss or damage. The Organizers shall not be liable to give any refund in the event of the Event being cancelled or postponed save where the customer has insured against cancellation.

13. I agree that my participation in the Event is subject to the sole discretion of the Organizers and that my participation may be limited or terminated, with or without cause. I agree to abide by all results, instructions and directions issued by the Organizers and/or any governing body or authority purporting to have jurisdiction over the Event. In addition, the Organizers reserve the right either before or during the Event to refuse to carry or accommodate you if they reasonably consider, in the light of the best interests of all participants in the Event, that you are or could become unsuitable to continue the Event by reason of physical or mental condition or unruly behaviour.

14. I certify I will read and abide by the information briefing which will be available to download from the Event website before the Event but after notice has been given to the email address I provided at registration.

15. I acknowledge and consent to photographs and electronic images being taken of me before, during or after the Event by an official representative of the Organizers. I acknowledge and agree that such photographs and electronic images are owned by the Organizers and that the Organizers, Event sponsors and any respective affiliates, subsidiaries and agents may use the images, my name, voice, or likeness for any promotional use. These images, my name, voice, likeness and my Event results may be used for reporting, broadcasting, telecasting, advertising or promotional purposes or any other purposes at any



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time by any form of media without my further consent being necessary. I explicitly waive any rights of privacy I may have in this regard. The Organizers are not responsible for photographs and electronic images taken by persons who are not an official representative of the Organizers. I understand the Organizers may retain my personal information for marketing purposes and may provide this information to sponsors of the Event. I understand and consent that I will periodically be receiving communications related to my participation in the Event.

16. I am fully responsible for the security of my personal possessions at the Event including my bike and other valuable items. The Organizers will have no responsibility for any property or personal effects during the Event and will not be liable for replacement of any personal possessions.

17. I understand that the following items are not included in Event fee: insurance, all items not specifically mentioned as being included, and all items of a personal nature such as telephone and other communication costs, gratuities (unless specified), meals and beverages (unless specified), laundry, etc.

18. The Organizers strongly recommend at time of booking that you purchase a comprehensive travel insurance policy to cover all aspects of your participation in the Event including loss of deposit and full payment through cancellation, medical, hospital and emergency expenses, loss of overseas dental, loss of luggage and personal items, accidental death, your legal liability, etc. Please ask the Organizers for further details.

19. The Organizers cannot be responsible or liable whatsoever, for the non appearance of any individual or participant. The details of the Event shown in any material supplied by the Organizers are correct at time of printing but you shall be responsible for checking with the Organizers that no alterations have been made. The Organizers shall not be held liable for any omission by any person not employed directly by the Organizers.

20. Descriptions featured are based on current domestic and hotel guides and information provided by hotels and suppliers. Any facilities shown as included are subject to change without notice at any time. The Organizers have made every effort to ensure this information is accurate at time of printing.

21. The Organizers do not accept any liability whatsoever for injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by any event which are beyond its control including, but not limited to, war, civil disturbance, fire, floods, acts of God, acts of Government or of any other authorities, accident to or failure of machinery or equipment or industrial.

22. Entries cannot be exchanged after purchase and will not be refunded under any circumstances, including but not limited to, the possible non-appearance of any particular person, group or personality expected by the you, whether expected to enter an event or not and whether advertised or not, or any adverse weather conditions or any circumstances beyond the reasonable control of the Organizers.

23. Entries are non-transferable and may not be sold, on-sold, exchanged for fee or reward or other valuable consideration or otherwise commercially dealt with. In addition, the Event registration shall not be used as competition prizes, or trade incentives, nor may they be used in raffles, lotteries or draws whether for commercial or charitable purposes without



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the prior written authority of the Organizers which may withhold such authority at its sole discretion. If an entry has been dealt with in contravention of this condition, the holder of the entry will be denied participation.

24. Any authorized impression or map of the Event is provided as a guide only to the approximate locations of routes, accommodation and other conveniences and attractions around the Event may not be drawn to scale. The Organizers reserve the right to determine actual and final location of and details concerning routes, accommodations and other conveniences and attractions without notice.

25. The Organizers make no representations as to the safety, conditions, or other issues that may exist at any part of the Event locations or routes.

26. Any entry to the Event and the participants' entry to and presence at the Event is subject to these conditions of sale, and subject to any terms, conditions and limitations of liability imposed by the owners or operators of any accommodation or other venues that form part of the Event.

27. I have disclosed to the Organizers any pre-existing medical or physical conditions from which I suffer that might affect my performance or be relevant if medical treatment is needed.

28. I certify that I am 18 years of age or older and I have carefully read this document and fully understand and accept the terms and conditions it contains. I am aware that this is a release of liability and a binding contract between myself and the Organizers, and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this document freely and voluntarily, and intend by my signature that it be a complete and unconditional release of all liability to the greatest extent allowed by law.

29. This document shall be interpreted and the rights of the parties determined under the laws of the state of Victoria. The courts of Victoria have exclusive jurisdiction and any dispute arising under, or pertaining to, this document.