

AMY'S RIDE VICTORIA - 04 January 2009

Conditions of Entry & Waiver

Please read these carefully before completing your online registration.

These Terms and Conditions of Entry ("Entry Terms") are designed to enable Amy's Ride Victoria 2009, Sunday 4th January 2009 (the "Ride") to operate smoothly and safely. By registering to participate in the Ride, you (the "Rider") accept and agree to be bound by these Entry Terms:

Entry Requirements

1. The Rider may enter via online or paper entry form.
2. If the Rider is aged 15 years or younger on the day of the Ride, the Rider must be accompanied on the ride by and in the care of a nominated adult who is responsible for them throughout the duration of the event.
3. It is recommended that children under 10 years travel with a parent or guardian on a bike in a bike seat, trailer, tag-a-long or similar.
4. The Amy Gillett Foundation (AGF) and/or Cycling Events DownUnder may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration.

Rider categories for fee structure

5. An adult is defined as a person who is 16 years or older on the Ride day.
6. A child under 15 years is defined as a person who is not yet 15 years old on the Ride day.

Cancellations

7. If the Rider wishes to cancel his/her participation in the Ride, the Rider must notify the AGF in writing, providing his/her name, address, event entered and reason for cancelling.
8. Written cancellations received before 4pm (AEDST), Friday, 5th December 2008 will be refunded 100% of their entry fee. Refunds will not be processed until Monday, 19th January 2009.
9. Written cancellations received before 4pm (AEDST), Friday, 19th December 2008 will be refunded 50% of their entry fee. Refunds will not be processed until Monday, 19th January 2009.
10. No refunds will be offered for cancellations received after 4.01pm (AEDST), Friday 19th December 2008.

11. Except as otherwise stated in these Entry Terms, the AGF is under no obligation to refund monies or entry fees due to non use, cancellation, failure to participate or dissatisfaction by the Rider.

Optional Travel Insurance

12. The Rider receives Insurance as part of their ride entry.

13. Go to

www.cycling.org.au/default.asp?Page=8966&MenuID=Membership%2F20013%2F0%2F for full policy information.

Transfers

14. The Rider may transfer his/her registration for the Ride. A request for a transfer must be received in writing by the AGF no later than 4pm (AEDST), Monday, 29th December 2008.

15. 70% of the original entry fee will be applied to the new Rider entry. The entry price will be the same as any new entry received on the same day. The balance of the entry may be paid by either Rider.

Ride Communications

16. Ride communications will principally be made via email. The Rider should therefore provide a valid email address. If the Rider does not have access to an email address, the Rider should make every effort to contact the AGF and request information to be mailed.

17. It is the Rider's responsibility to read information that is made available on the AGF's website and other literature concerning the Ride.

Closing Dates for entries

18. Entries for the Ride close 5.00pm, Friday 2nd January 2009 (AEDST). After this date, entry can only be taken before the start of the Ride, between 7.30-8.15am, Sunday 4th January 2009. A late fee of \$15 per registration, for on-the-day registration, will be added to advertised entry fees.

Acknowledgment and Waiver

19. The Rider acknowledges and agrees that participation in the Ride is inherently dangerous and that he/she participates in the Ride at his/her own risk.

20. In consideration of AGF and Cycling Events DownUnder permitting the Rider to enter and participate in the Ride, the Rider hereby releases and

indemnifies the AGF, Cycling Events DownUnder, the sponsors of the Ride and any of their respective representatives from and against all and any claims, suits, demands, liabilities, loss and damage (including indirect and consequential loss), costs, expenses and, interest, whether pursuant to common law or statute, that the Rider may suffer or incur arising from or connected with the Rider participation in the Ride including as a result of the negligence, breach of duty, breach of care or other fault or responsibility of the AGF, Cycling Events DownUnder, the sponsors of the Ride and any of their respective representatives.

21. If you are acting as the guardian for a child that Rider consents to the under age child participating in the Ride and agrees to take full and sole responsibility for the child's safety and participation in the Ride.

Compliance with Laws

22. During the Ride, the Rider must comply with all traffic and road laws, all directions issued by Police and all instructions given by the AGF and Cycling Events DownUnder or any employees, volunteers or officials representing the AGF and Cycling Events DownUnder at the Ride. Failure to do so may result in the Rider being removed from the Ride.

23. The Rider must wear an Australian standard cycling helmet at all times during the Ride while riding a bicycle.

Preparation, Training, Health and Safety

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

25. The Rider must have a bike that is in sound mechanical order prior to undertaking the Ride.

26. If, during the Ride, the Rider becomes ill or is injured, the AGF and Cycling Events DownUnder will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider's expense. The AGF and Cycling Events DownUnder recommend that Rider holds current ambulance service membership and /or health insurance to cover such costs.

27. Where a rider becomes seriously ill or injured and is unable to ride, the rider will be considered no longer participating in the Ride.

Common Sense

28. The Rider must ride in a safe and responsible manner during the Ride and use common sense at all times.

29. The Rider must exercise caution on all public roads and other thoroughfares and ride defensively and courteously.

Behaviour

30. Conduct which, in reasonable opinion of the AGF and Cycling Events DownUnder, is inappropriate may result in the rider being expelled from the Ride.

Alcohol and Illicit drugs

31. Bringing, consuming or possessing alcohol or illicit drugs on to the ride is strictly prohibited. You must not remove alcohol from the designated licensed areas.

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

Ride and Ride Option Variation

33. The AGF and Cycling Events DownUnder reserves the right, in its absolute discretion, to change or vary the route of any of the Ride Options without notice; cancel, postpone, reschedule or change the time or place for the Ride or any of the Ride Options for any reason and at any time prior to the commencement of the Ride; and the AGF and Cycling Events DownUnder are not responsible for or liable to the Rider for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise and howsoever or wheresoever incurred by the Rider resulting from any such action taken by the AGF and Cycling Events DownUnder.

Private support vehicles

34. Private support vehicles are not permitted on the Ride.

Privacy

35. The Rider acknowledges and agrees that he/she may be photographed or filmed during the Ride and consents to the AGF and Cycling Events DownUnder using the Rider's picture and likeness contained in any photographs or film for publicising the Ride and for promoting any future ride or event to be staged by the AGF and Cycling Events DownUnder.

36. The AGF collects, uses, discloses and otherwise handles the Rider's personal information in accordance with the terms of its Privacy Policy

Statement (see www.amygillett.org.au). All information remains the property of the Amy Gillett Foundation.

37. IMPORTANT: If you DO NOT AGREE to your address and details being used by the AGF for future marketing and/or fundraising purposes, please contact info@amygillett.org.au

Amy's Ride Fundraising Challenge

38. The Fundraising Challenge encourages Riders to raise money in support of the AGF. Riders who enter the Amy's Ride Fundraising Challenge and raise \$500 or more will go into the draw for their chance to win a 16 day cycling tour of Vietnam, valued at \$2,400.00, courtesy of The Adventure Travel Company.

39. The prize is valid for one (1) individual, and consists of land content (accommodation and transport) only for 16 days in Vietnam, commencing in Saigon and concluding in Hanoi. The trip must be redeemed before 30th December 2009. The prize is non transferable, redeemable for cash or valid for any other destination.

40. A voucher, issued by The Adventure Travel Company, will be forwarded to the winner for the prize redemption. Voucher will be issued by Friday, 30th January, 2009 with expiry on 30th December 2009. Voucher can only be redeemed at The Adventure Travel Company, 282 Coventry Street, South Melbourne, Victoria, 3205. Telephone: 03 9696 8400 (David Hull). Vouchers that are tampered with, copied or fraudulent will not be honoured. Prize not redeemed by 28th February 2009 will be forfeited.

41. Fundraising commences on 6th October 2008 at 00:01 (AEDST) and concludes on 19th January 2009 at 23:59 (AEDST). To enter, participants must log onto www.amygillett.org.au and register to fundraise for the Amy's Ride Fundraising Challenge, Amy's Ride Victoria 04 January 2009. The time of entry will in each case be the time the entry is received by the Register Now database. AGF and Register Now accept no responsibility for any late, lost or misdirected fundraising commitments including pledges/commitments not received by the AGF or Register Now or delays in the delivery of the message due to technical disruptions, network congestion or for any other reason. Prize may be transferred, with the approval of The Adventure Travel Company, however cannot be redeemed for cash. If the prize is unavailable, for whatever reason, the AGF reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.

42. Each valid entrant who has entered the fundraising activity and raised \$500 or more over the duration of the fundraising period will be entered into the draw. 1 x valid entry will be drawn from all valid entrants at random to become the winner. The draw will take place at Amy Gillett Foundation, Suite

324, 1 Queens Road, Melbourne, Victoria, on 21 January, 2009 at 15:30 (AEDST).

43. The winner will be notified by telephone within two days of the draw and will also be sent a letter advising them of their prize. Winner will be published in the Public Notices section of The Age newspaper, 6th February 2009.

44. Once prize has left the AGF's premises, the AGF takes no responsibility for prizes damaged, delayed or lost in transit.

45. Prize value is based upon the recommended retail prices at the time of printing (inclusive of GST). The AGF accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

46. If, for any reason, the Amy's Ride Fundraising Challenge is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of fundraising activities, the AGF reserves the right in its sole discretion to disqualify any individual who tampers with the fundraising process, take any action that may be available, and to cancel, terminate, modify or suspend fundraising activities, subject to any written direction given under State Regulation.

47. The AGF shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the prize except for any liability which cannot be excluded by law. The AGF is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in the fundraising challenge, or for any technical error, or any combination thereof that may occur in the course of the administration of this fundraising challenge including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

Other

48. The Ride will be held outdoors and will proceed notwithstanding poor weather conditions on the day of the Ride. The AGF and Cycling Events DownUnder are not liable to the Rider 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 Ride.

49. The AGF and Cycling Events DownUnder reserve the right, in its absolute discretion, to refuse to allow the Rider to participate in the Ride or to remove the Rider from the Ride for breach of these terms and conditions or if it otherwise determines it appropriate to do so.

50. The AGF and Cycling Events DownUnder are not liable to the Rider for any loss, damage, cost or expense of any kind, including but not limited to, the refund of the entry fee, if the Rider is denied access to or removed from the Ride for any reason.

51. No animals are permitted on the Ride with the exception of a request made by a rider for a Guide Dog.

52. Amy Gillett Foundation ABN 46 200 981 503 and Cycling Events DownUnder ABN 39 104 666 579 includes where appropriate the Amy Gillett Foundation and Cycling Events DownUnder employees, agents, contractors and officers.