

## Part A – Conditions of entry

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### 1 The Ride

#### 1.1 Binding legal agreement

- (a) In these terms and conditions:
- (i) **“passenger”** means any passenger specified on your entry form (including any person under the age of 18 that you are authorising to participate in the Ride and for whom you are the parent/legal guardian);
  - (ii) the **“Ride”** means *The Big Ride 4 Parkinson's* from Sydney to Parkes 4-5 May 2013;
  - (iii) **“we”, “us” and “our”** means Parkinson's NSW of Building 21, 120 Cocks Road, North Ryde NSW 2213 and its employees, representatives, volunteers and officials involved in connection with the Ride; and
  - (iv) **“you” or “your”** means the person who is the rider of the motorcycle and whose name and address details are on the entry form, on their own behalf and on behalf of, and as representative of, any passenger.
- (b) Please read these terms and conditions carefully as they apply to your participation in the Ride. By submitting your entry form and accepting these terms and conditions (including the disclaimer in Part B) by ticking the appropriate box you agree to be bound by these terms and conditions, and these terms and conditions represent a binding legal agreement between you and us.

#### 1.2 Entry and participation

- (a) Each of the following is a condition to your entry for the Ride:
- (i) you must be over the age of 18 on 4 May 2013 unless you are a passenger (in which case you must be over the minimum age prescribed by law). If you are not over 18 and not a passenger, you may request special permission to participate in the Ride, which we will assess on an individual basis in our absolute discretion.
  - (ii) you must have a valid licence and insurance;
  - (iii) you must accordingly complete and submit your entry form online, together with the payment of the entry fee and acceptance of these terms and conditions (including the disclaimer in Part B), by ticking the appropriate box by 4 April 2013. Your place will not be guaranteed or reserved until such time as you have submitted your entry form, paid your entry fee and accepted these terms and conditions (including the disclaimer in Part B) by ticking the appropriate box.
  - (iv) if you choose to fundraise, you must exclusively do so online through our “Go Fundraise” portal. You must ensure that all fundraising activities undertaken by you in connection with the Ride are finalised by 31 May 2013 and comply with all laws and regulations; and
  - (v) you warrant that you are physically capable of completing the Ride and that you do not have any known medical condition or otherwise that could adversely impact on your ability to complete the Ride.
- (b) An entry is not transferable and is only valid for the person whose name and address details are specified on your entry form. You acknowledge that any attempt to transfer an entry or allow

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another person to participate in the Ride under your name without our knowledge may void any applicable insurance and we reserve the right to prevent that other person from participating in the Ride.

- (c) The Ride is only open for 500 participants. Once this number is exhausted, any subsequent entries will not be processed and will instead be placed on a reserve participant waiting list, and we will notify such entrants of this as soon as reasonably practicable.
- (d) During the Ride, you must wear at all times any official Ride identification which we may give to you from time to time.
- (e) You are solely responsible for providing and maintaining your own motorbike, equipment and insurance and for arranging any other transport you may require in order to participate in the Ride. We are not responsible in any way, and you bear the sole responsibility, for any damage to, or loss of, your motorbike, equipment and other belongings during the Ride. We will arrange access to the Parkes Showground, however you are responsible for providing your own camping equipment and arranging any other accommodation.
- (f) We reserve the right to refuse your entry and participation in the Ride for any reason at any time. We are under no obligation to provide you with any reason whatsoever for such refusal.
- (g) All decisions that we make in relation to the Ride, including your entry and participation in the Ride, are final and no negotiations or correspondence will be entered into.

## 1.3 Changes and cancellations

- (a) You acknowledge that the Ride will take place outdoors and may proceed notwithstanding adverse weather or other conditions. However, we reserve the right to vary the route and other details in relation to the Ride for any reason, including as a result of adverse weather or other conditions.
- (b) If we have to cancel or postpone the Ride for any reason, we will endeavour to reschedule the Ride promptly so that you will be given reasonable notice of the rescheduled dates of the Ride. If following such rescheduling, you are able to demonstrate to our reasonable satisfaction that such rescheduling prevents you from participating in the Ride, we will provide you with a refund of your entry fee.

## 1.4 Refunds

If we cancel the Ride or we prevent you from participating in the Ride for a reason other than as set out in section 4.1 below, we will provide you with a refund of your entry fee. However, if you withdraw from the Ride or we prevent you from participating in the Ride under section 4.1 below, you will not be entitled to receive a refund of your entry fee.

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## 2 Confidentiality

- (a) You must not in any circumstances use, licence or permit any other person to use:
  - (i) any intellectual property rights (including, without limitation, patents, trade marks, copyright, designs, whether registered or unregistered and software developments, computer programs, eligible layout rights, know-how, trade secrets, processes, inventions and improvements in procedure made or discoveries conceived) belonging to us or our third party licensors;
  - (ii) any of our confidential, non-public or proprietary information, regardless of how the information is stored, delivered or conveyed by us before, on or after the date of the Ride; or

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- (iii) any contact details of other participants obtained in connection with the Ride, except for the sole purpose of your participation in (and if applicable, assistance with the organisation of) the Ride, or otherwise with our prior written consent (which may be withheld in our absolute discretion).
- (b) You must not in any circumstances use, or licence or permit any other person to use, the concept of the Ride (or any of its specific attributes or characteristics) for any other similar event.

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## 3 Marketing and personal information

### 3.1 Use of personal information

- (a) By entering the Ride, you may give us personal information in which you have certain rights, and you grant us and our third party service providers consent to use your personal information in accordance with our [privacy policy](#), which forms a part of these terms and conditions. Please click on this link to view our privacy policy.
- (b) You agree that your personal information may be stored and used by us in any way in connection with the organisation, the staging and administration of the Ride, in connection with our future events, in relation to our other fundraising activities and for our marketing purposes. You agree to allow us to provide your personal information to third party organisations for their assistance in the foregoing purposes.
- (c) You may access and seek the correction of your personal information held by us, by contacting Karina Traill at Building 21, Macquarie Hospital 120 Coxs Road, North Ryde, NSW 2113, on (02) 8875 8900 or by email to [pnsnsw@parkinsonsnsnsw.org.au](mailto:pnsnsw@parkinsonsnsnsw.org.au).

### 3.2 Photographs, film and materials

- (a) You agree that you may be photographed, filmed and/or taped during the Ride. You consent to us, our sponsors and our third party service providers conducting photography, filming, taping and recording you during the Ride, and using such photographs, films, tapes and recordings, and your name, image, appearance or likeness, in any manner whatsoever in connection with the Ride, our future events and other fundraising activities, and for our marketing purposes.
- (b) All content from our website, Facebook page, other social media forums, Ride documentation or other marketing material produced and/or distributed by us in connection with the Ride is the exclusive property of us or our third party licensors, and you must not reproduce or publish such content without our express written approval.
- (c) You are permitted to take photographs of your participation in the Ride for your personal use only.
- (d) You hereby waive any moral rights you may have in respect of any use, reproduction, modification, publication or broadcast of your name, image, appearance or likeness. We, our sponsors, third parties and anyone acquiring from us or them a right to broadcast, publish or use any such photograph, film or tape of you are not liable to you for its use in any way.

### 3.3 Disclaimer in relation to third party organisations

We do not accept responsibility for any action taken by organisations appearing on our website, Facebook page, other social media forums, Ride documentation or other marketing material. You should make your own enquiries in relation to any opportunities or services offered by, and enter into a separate agreement with, such organisations.

## 4 Safety and medical treatment

### 4.1 Safety obligations

- (a) We reserve the right to confirm that you are insured and registered at the time of entry and participation in the Ride. If we deem you to not have adequate insurance and/or registration, we reserve the right to prevent you from entering and participating in the Ride.
- (b) You acknowledge that the Ride is not a race and is conducted on public roads used by other traffic and that the roads will not be closed to traffic. During the Ride, you must abide by all Australian laws including the *Road Rules 2008* (NSW) (as amended), all directions issued by Police and all instructions given by us. If we deem you to have failed to do so, we reserve the right to remove you from participation in the Ride.
- (c) You must ensure that your motorbike, helmet and other equipment are in good condition, with fully functioning brakes and steering, and comply with all Australian laws. If we consider that your motorbike, helmet or other equipment is not in a suitable condition, we reserve the right to remove you from participation in the Ride.
- (d) You are expected to possess appropriate road safety skills and utilise common sense during your participation in the Ride. You are solely responsible for your own preparation for, and conduct and behaviour during, the Ride. You must at all times throughout the Ride behave in a respectful and considerate manner to local people and to other people involved in the Ride (including other participants, us and our Ride organisers and medical support staff). If we consider that your conduct has resulted, or may result, in harm or damage to participants or their property, any criminal activity, or inappropriate or unsociable behaviour, we reserve the right to remove you from participation in the Ride.

### 4.2 Medical treatment

- (a) You agree that if required or considered necessary in the event of any injury, accident and or illness during the Ride, we may arrange medical or hospital treatment (including ambulance transportation) for you. You authorise such actions being taken by us and agree to meet all costs associated with such action.
- (b) You acknowledge that it is compulsory for you to have ambulance insurance in some form and you accept responsibility for the cost of ambulance transportation and ambulance cover. You further acknowledge that any treatment requested by you from us or any health volunteers during the Ride is at your own risk.
- (c) You acknowledge that we will only be able to provide limited first aid as part of the support vehicle for the Ride. To the maximum extent permissible by law, we accept no responsibility for, and the availability or standard of, medical services and facilities available during the Ride.

### 4.3 Withdrawal during the Ride

Participants wishing to withdraw during the Ride must immediately contact our Ride organisers at the nearest checkpoint or by calling Mark Atherton on 0414 441 080.

## Part B – Disclaimer

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### 5 Assumption of risk and indemnity

#### 5.1 Acknowledgment of risks

- (a) You agree that you are participating in the Ride voluntarily and at your own risk, and that participation in the Ride has inherent dangers. You acknowledge that:
- (i) you may be injured, physically or mentally, and may be killed, and that any policy of insurance of or in respect of your life or physical or mental health may be voided;
  - (ii) that there may be no or inadequate facilities for treatment or transport if you are injured;
  - (iii) other participants in the Ride may control or ride their motorcycle dangerously or with lack of skill, care or experience;
  - (iv) the road and/or motorcycling conditions may be hazardous and may vary without warning or predictability; and
  - (v) organisers, officials, volunteers, land and property owners and any other agents or representatives of those in charge of the Ride are frequently obliged to make decisions under the pressure of time, events and circumstances.
- (b) You agree that by participating in the Ride, you fully assume all risks and responsibility for loss or damage, whether before, during or after the Ride and any related events, including physical injury, mental injury, emotional distress, trauma, illness, death, contact with other participants in the Ride, motorcycle and equipment damage, loss and failure, the effects of weather including extreme temperature and conditions, traffic, and contact with other vehicles of all types and descriptions. You agree that you are aware of and appreciate all the risks involved in participating in the Ride, and that you waive any and all specific notice of the existence of risks. You further acknowledge that you have an obligation to yourself and to others to participate in the Ride safely, and within your own physical and mental limitations, and within the rules and terms of conditions of the Ride.

#### 5.2 Release and indemnity

In consideration of us permitting your entry and participation in the Ride, you hereby release and indemnify us, the sponsors of the Ride and any of their respective representatives (the **Indemnified Parties**) 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 you may suffer or incur arising from or connected with your participation in the Ride including as a result of the negligence, breach of duty, breach of care or other fault or responsibility of the Indemnified Parties.

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### 6 Warranties and liability

- (a) All express or implied guarantees, warranties, representations, or other terms and conditions relating to this disclaimer or its subject matter, and which are not expressly set out in these terms and conditions are excluded from these terms and conditions to the maximum extent permitted by law.
- (b) Nothing in these terms and conditions excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which

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cannot lawfully be excluded or limited. This may include the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.

- (c) If any guarantee, warranty, term or condition is implied or imposed in relation to these terms and conditions under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a **Non-Excludable Provision**), and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our option:
  - (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
  - (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (d) Subject to our obligations under the Non-Excludable Provisions and to the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to these terms and conditions or their subject matter, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to your entry fee for the Ride. In calculating our aggregate liability under this clause, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by us for a breach of any Non-Excludable Provision.
- (e) Subject to our obligations under the Non-Excludable Provisions and to the maximum extent permitted by law, we are not liable for, and no measure of damages will, under any circumstances, include:
  - (i) special, indirect, consequential, incidental or punitive damages; or
  - (ii) damages for loss of profits, revenue, earnings, goodwill, anticipated savings or loss or corruption of data,

whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

## Part C – General

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### 7 General

- (a) Neither party will be liable for any delay in performing any of its obligations under these terms and conditions if such delay is caused by circumstances beyond the reasonable control of that party.
- (b) If any part of these terms and conditions is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- (c) These terms and conditions are governed by the laws of New South Wales, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia and of the Commonwealth of Australia.
- (d) Those parts of these terms and conditions which by their nature survive termination or expiry of these terms and conditions will survive termination or expiry of these terms and conditions.
- (e) The term “including” when used in these terms and conditions is not a term of limitation.