



2024 Mooro Cycles Dams Challenge Event Terms and Conditions of Entry

These Event Terms and Conditions of Entry ("Entry Terms") are designed to enable WestCycle Inc ABN 36 563 134 343 ("WestCycle") to manage and run the Dams Challenge (the "Event") smoothly and safely. By registering to participate in the Event, you (the "Rider") accept and agree to be bound by these Entry Terms.

Entry requirements

1. Registration for the Event can be affected only online.
2. The Rider must be aged 16 years or more on the day of the Event to ride in the Event.
3. A Rider under 18 years of age must be accompanied by a parent or legal guardian. A parent or legal guardian must complete an [exemption form](#) provided by WestCycle for the rider prior to the event commencing.
4. WestCycle may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration to the Event.
5. The Rider warrants that he/she has prior experience or will obtain prior experience riding in groups and be able to maintain a suitable average speed to complete the event within the cut off times.

Rider fee categories and pricing

6. A *WestCycle Member* is defined as a person who is a financial member of WestCycle on the day of registering in the Event.
7. A *Non-Member* is defined as a person who is not a financial member of WestCycle on the day of registering in the Event.
8. Early Bird pricing period is 9:00am 6 November 2023 to 11:59pm 31 December 2023.
9. Standard release pricing commences 12:00am 1 January 2024 until registrations close on 11:59pm 13 March 2024

Cancellations, refunds and transfers

10. Before registering for the Event carefully review the Event details. WestCycle will refund registration fees up until **11:59pm 3 March 2024** where the Rider decides they no longer wish to attend, or is unable to attend the Event, as a result of any change in personal circumstances including, but not limited to, medical grounds. Refunds on all registrations after 11:59pm on 3 March will be considered on a case by case basis in the above circumstances.
11. The Rider may transfer their registration for the ride to another rider. Riders must contact WestCycle to complete the transfer on their behalf with an associated administration fee of \$10 per transfer.
12. Riders may change their event category prior to registrations closing by contacting WestCycle to complete the transfer. The difference in entry fee must be paid at the time of change, and no refunds will be issued for moving down an event category.
13. If the event is cancelled due to unforeseen circumstances, riders will be offered a refund or entry into another WestCycle event.



Closing dates for entries

14. Entry to the Event Registrations close at 11:59pm on Wednesday 13 March 2024.

Compliance with laws

15. During the Event, the Rider must comply with all traffic and road laws, all directions issued by Police and all instructions given by WestCycle, its contractors, employees or officials. Failure to do so may result in the Rider being removed from the Event.
16. The Rider must wear an Australian Standards cycling helmet at all times during the Event while riding a bicycle and must ensure that the Rider's bicycle is in a serviceable and roadworthy condition meeting all traffic and road laws.
17. The Rider must ride in a safe and responsible manner during the Event.
18. At any time before or during an Event, WestCycle may require riders in the Event to comply with standards of riding whether of a general or particular nature, to ensure the safety and enjoyment of all participants in the Event. Failure to comply with those standards may mean that a Rider will be removed from the Event

Insurance

19. Riders can register as a 'member' which is classified as a WestCycle financial member at the date of registration. By registering as a member you agree to continue your active membership to cover the day of the event to ensure you are covered by the insurance.
20. To receive full personal accident and public liability insurance, sign up to become a WestCycle member via <https://westcycle.org.au/become-a-member/>

Acknowledgment and waiver

21. The Rider acknowledges and agrees that participation in the Event is inherently dangerous and that he/she participates in the Event at his/her own risk.
22. In consideration of WestCycle permitting the Rider to enter and participate in the Event, the Rider by completing the registration process releases and indemnifies WestCycle, its contractors, employees or agents and sponsors of the Event 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 under common law or statute, that the Rider may suffer or incur arising from or connected with the Rider's participation in the Event including as a result of any negligent act or omission, negligence, breach of duty, breach of care or other fault or responsibility of WestCycle, its contractors, employees or agents, sponsors of the event and any of their respective representatives.
23. If you are the parent or guardian for a child you agree to take full and sole responsibility for the child's safety and participation in the Event.

Ride communications

24. Communications in relation to an Event will be principally by email. The Rider must provide a valid email address.
25. It is the Rider's responsibility to read all information that is made available on the WestCycle website, in email newsletters, rider guides and any other

MOORO CYCLES
DAMS
CHALLENGE

literature concerning the Event. Please note if you unsubscribe from our mailing list you will need to contact WestCycle at info@westcycle.org.au to arrange to be re-added to the list and to ensure you receive all the relevant event information.

Preparation, training, health and safety

26. The Rider is responsible for ensuring that he/she has adequately and appropriately prepared both physically and mentally for the Event. If the Rider has any health issues or doubts prior to the Event, he/she should immediately seek appropriate medical advice.
27. If, during the ride, the Rider becomes ill or is injured, WestCycle will endeavour to arrange medical transport, usually in an ambulance. Any medical transport will be at the Rider's expense. WestCycle recommends that the Rider holds current ambulance service membership and /or health insurance to cover such costs.
28. Where a Rider becomes seriously ill or injured and is unable to ride, the Rider will be considered to no longer be participating in the Event.
29. Where a Rider is either removed from, or chooses to discontinue participation in the Event, the Rider is responsible for their own transport and associated costs.
30. Where a Rider engages the use of the broom wagon (when provided) on two (2) or more occasions, excluding medical or mechanical reasons, the Rider, at the discretion of WestCycle, will be asked to leave the Event.
31. WestCycle will take every effort to take care with your bicycle and accessories in the Broom Wagon but is not responsible for any loss, damage, cost or expense the rider may incur as a result of WestCycle's handling of your bicycle and accessories.
32. A Rider understands that should they fail to complete the required riding distance within the allotted time frame, as outlined in the rider guide and at the discretion of the WestCycle Event Manager, they will be required to make use of the broom wagon. Should the Rider refuse, they are considered outside of the Event and accept all associated risks.
33. Although mechanical support will be available in some areas of the event, riders should be prepared and bring along the necessary bike tools and equipment to be self-sufficient for the entirety of the event.

Meal and dietary requirements

34. WestCycle will **not** be providing a post event meal. There will be food trucks at the event village that riders will be able to purchase a meal post event.
35. There will be an on-course meal available for pre-purchase via Memnet. This will be available to 3 and 5 Dams riders at the main pit stop. WestCycle offers three standard meal types, Vegan, Non-Vegetarian and Vegetarian. If these options do not meet your dietary requirements, WestCycle will try and cater for you, but the participant may have to consider alternate ways in which to personally cater for your own meals.
36. WestCycle cannot facilitate the storage, transport or cooking of self-catered meals.
37. Any special meal option for the Event is provided by WestCycle as a service to the Rider. Every effort is made by WestCycle and the appointed caterers to ensure that recipes and ingredients are controlled.
38. WestCycle and the appointed caterers cannot guarantee that any meal or

MOORO CYCLES
DAMS
CHALLENGE

food item is exactly as described. Contamination by allergens can occur that is beyond the reasonable control of WestCycle and the caterer.

39. It is solely the Rider's responsibility to carry on them at all times, suitable food and/or medication which may be necessary to treat any particular medical condition that they suffer from.

Ride and route modification

40. WestCycle reserves the right, in its absolute discretion, to:
 - (a) change or vary the route of any of the Event riding options without notice; and
 - (b) cancel, postpone, reschedule or change the time or place for the Event or any of the ride options for any reason and at any time prior to the commencement of the Event; and WestCycle is not responsible for or liable to the Rider for any loss, damage, cost or expense, whether direct, indirect, consequential or otherwise and however or where ever incurred by the Rider resulting from any such action taken by WestCycle.

Private support vehicles

41. Private support vehicles are not permitted on the Event without prior approval of the Event Manager.

Merchandise

42. Riders who enter in the event prior to 11:59pm on 31 December 2023 will have the opportunity to purchase a Dams Challenge Jersey at the cost \$99 Bib Knicks can be purchased at the cost of \$149. Purchased merchandise will be available for collection at rider registrations in the week leading up to the event.
43. Dams Legends participants will be provided a commemorative cycling cap, unique bib and the choice to purchase a Dams Legends Jersey for \$59 (wholesale price). These jerseys will be available prior to 11:59pm on 31 December 2023.
44. Merchandise is custom ordered and sizes cannot be modified after 31 December 2023. We highly recommend you visit the Pedal Mafia store in Subiaco to check your jersey and bib knicks size before entering.
45. It is the rider's responsibility to ensure that they order the correct size. WestCycle cannot facilitate size exchanges between riders, other kinds of swaps, or returns.
46. WestCycle does not offer refunds on any purchased merchandise.

Photography

47. The Rider acknowledges and agrees that he/she may be photographed or filmed during the Event and consents to WestCycle using the Rider's picture and likeness contained in any photographs or film for publicising the Event and for any future promotional purposes by WestCycle.
48. WestCycle may at its absolute discretion appoint an event photography company to photograph the Event and Riders, the Rider acknowledges and agrees to releasing their name and email address to the appointed event photography company for the purposes of marketing and selling event related photography merchandise.

Privacy

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



statement.

50. All information remains the property of WestCycle.
51. WestCycle may share your details with its nominated charity partner for the Event.
52. Please read our full Privacy Policy at <https://westcycle.org.au/privacy-policy/>

Early Bird Competition

53. All early bird registrations will go into our major prize raffle. Prizes Outlined below:
 - 1st prize – Mooro Cycles custom built titanium frame (type of frame chosen by prize winner, A custom-built Mooro Cycles frame (type of frame chosen by competition winner) with the following additions: Mooro Ti seatpost, Mooro Ti stem, Bidon Cages, Custom fork finish (aboriginal artwork), Choice of frame finish (excluding aboriginal artwork). Mid range group set and wheel set. Bike to be built complete with handlebars and bar tape.
 - 2nd prize - \$500 Pedal Mafia voucher
 - 3rd prize – reimbursement of Dams Challenge registration fees for 3rd prize winner only.
54. The prize draw will be held on the 17th March 2023 at the event village at 3pm. Winners will be announced on the day and contacted by phone and posted on social media (WestCycle Events Facebook page).
55. At the conclusion of the event, WestCycle will pass the 1st prize winner's details onto Mooro Cycles and Ride Advice, who will facilitate the custom build of the bicycle. WestCycle are not responsible for the custom build of the bike.

Other

56. The Event will be held outdoors and may proceed notwithstanding extreme poor weather conditions on the day of the Event. Whether an Event proceeds will be a decision in the sole discretion of WestCycle.
57. WestCycle is 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 Event.
58. WestCycle reserves the right, in its absolute discretion, to refuse to allow the Rider to participate in the Event or to remove the Rider from the Event for breach of these Entry Terms or if it otherwise determines it appropriate to do so.
59. WestCycle is 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 Event for any reason.
60. WestCycle is not liable to the Rider for any loss, damage, cost or expense of any kind, to their personal belongings including but not limited to items left at the event village, cloak service, bag drop service and lunch stop.
61. No animals are permitted on the Event.
62. The Rider acknowledges that this agreement is governed by and will be construed according to the laws in effect in the State of Western Australia.