



## **TERMS AND CONDITIONS**

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Through registering for the Tour de Gwent, a contract is agreed between St David's Hospice Care ("The Organiser") and the participant.

#### 1.0 Participation

- 1.1 There are restricted numbers for this event so early registration is advised to avoid disappointment.
- Platinum, Gold and Silver routes Participants must be a minimum age of 16 (on the day of the event).
- Bronze route & Midi route The minimum age is 14.
- Kids route There is no age restriction for the kids route, although children must be accompanied by an adult.
- 1.2 By taking part, all participants confirm that their names and/or video footage or photographs taken during their participation may be used to publicise the Tour de Gwent/St David's Hospice Care
- 1.3 Participant event bike numbers are specific personal identifiers and may not be exchanged with or transferred/sold to any other person. Sale and/or transfer of event bike numbers numbers is strictly prohibited and will result in the disqualification and/or banning of any individuals involved from future events.
- 1.4 Registrations will close on date publicised on the event website homepage. There are no exceptions once the closing date has passed. The organisers reserve the right to change the date.
- 1.5 Participants must not be under the influence of drugs or alcohol.
- 1.6 Participants must be fit to cycle and free from injury
- 1.7 Participant failure to collect his/her ride pack, if arranged with St David's Hospice Care, on time will result in the forfeit of participation of the ride. Under no exceptions can a participant collect their ride pack after the designated time slots.

## 2.0 Payment and Registration Fees

- 2.1 All entry fees are non-refundable. Entries may not be deferred toward any future events.
- 2.2 Entry fees are subject to change and St David's Hospice Care has the right to amend the price and to offer discounts during open registration. Refunds will not be given to those who have signed up at a different rate.
- 2.3 Event Jersey's & Technical t-shirts are non-exchangeable.

#### 3.0 Participant Withdrawal

- 3.1 Any participant who fails to arrive at the start line on time will be assumed withdrawn from the event and will not be eligible to a refund of any kind. No late starters will be permitted to cross the start line.
- 3.2 Participants will be able to transfer their entry to another participant up to one month before the event. St David's Hospice Care will not be responsible for any transfer of money regarding the transfer, but the change of participant must be communicated to the Organisers by emailing tourdegwent@stdavidshospicecare.org
  3.3 Entries cannot be deferred to the following year nor to any other event.

## 4.0 Cancellation and Alterations of the Event

- 4.1 If the event is cancelled because of circumstance beyond the reasonable control of the Organiser including and not limited to, an act of God, explosion, acts of a public enemy, war, insurrection, terrorist act or threat of terrorist act, sabotage, epidemic, embargoes, strikes or the death of a leading member of the British Royal Family then the participant will not be entitled to a refund of the entry fee and compensation of other losses, such as travel or accommodation expenses.
- 4.2 The organisers reserve the right to alter aspects of the ride at any time. Any alterations, such as a change in start time, will be communicated to participants in good time to allow for plans to be revised.
- 4.3 The organiser reserves the right to amend the event format at their discretion. If the event format is changed the participant will not be entitled to any refund and no liability can be taken.

## 5.0 Disqualification

- 5.1 The Organisers reserve the right to disqualify any participant found to be in breach of the terms and conditions.
- 5.2 Disqualification can be enforced upon partaking in any of the following:
- Urination in any area other than designated toilets on route.
- Swapping numbers with another rider, without prior consent from the organiser
- Possession of any banned item, such as dogs, or any other device on the course.
- Deviation from the designated route
- Not adhering to the issued start pen when asked to do so.
- $\ Refusing to obey the directions of the event official, official or course marshal/steward, or who conducts himself/herself in an unsportsmanlike manner, or who uses offensive actions or language to officials, volunteers, participants or spectators may be disqualified from the event$

## 6.0 Event day

- 6.1 Participants must follow instructions as given from all event officials including ride staff, volunteers, medical personnel, security officers and city officials before, during and after the event.
- 6.2 All participants are expected to conduct themselves in a professional and courteous manner during their participation in the event. This means, for example, that urinating or defecating anywhere on or near the course shall be strictly prohibited except in toilet facilities. Anyone violating this rule of conduct shall be disqualified from the event and will be asked to leave the ride
- 6.3 Every participant shall be provided with an event bike number, which MUST be placed on the front of bikes and be visible at all times during the event. The event bike number is to be worn as issued. No participant shall be permitted to participate in the event without the appropriate number.
- 6.4 All participants must supply details of any health problems or medication to organisers prior to the start of the event
- 6.5 Participants should also inform the ride organisers of any special medical conditions.
- $6.6\,Participants\,must\,begin\,the\,event\,during\,the\,official\,recognised\,starting\,times.$
- 6.7 A Sweep vehicle will follow the back markers. Anyone who is deemed to be unable to complete the course in the cut-off time will be approached by an event steward. In the event of you being so far behind we strongly advise you against continuing and you should ask the steward to radio through for a pick up vehicle to come and take you back to the finish line. If you do continue, we cannot guarantee that marshals & refreshments will be in place. Before starting the event please give careful consideration to your ability to complete the course in the allotted time.

## 7.0 Participant Obligations

- All participants must oblige to the following:
- 7.1 Advice provided by the organiser and complies with instructions and directions given by officials and marshals of the event.
- $7.2\,\mathrm{Display}$  the correct event bike number provided by the organisers.
- 7.3 Avoid deviation from the designated ride route
- 7.4 It's not a requirement but St David's Hospice Care would welcome funds to be raised to help fund their work.





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#### 8.0 The Start

8.1 Participants will be assigned to "start pens".

- 8.2 Participants shall assemble for the ride in their assigned start pen no less than 15 minutes prior to the ride start. Any cyclists attempting to enter the wrong start pen shall be required to start after all other participants have crossed the start line.
- 8.3 All participants shall enter the start pen from the rear unless otherwise directed by an event official. Any person who climbs the fence/barrier or otherwise enters improperly shall be disqualified from the event.
- 8.4 All participants must be positioned behind the starting line when starting.
- 8.5 Participants are able to move backwards in start pens but not forward. Any participants found to be in a pen ahead of their time will be asked to return to the correct pen. Failure to comply with this rule after being asked will result in disqualification.

### 9.0 Course monitoring

- 9.1 Any participant who refuses to obey the directions of the event official, course marshal/steward, or who conducts himself/herself in an unsportsmanlike manner, or who uses offensive actions or language to officials, volunteers, participants or spectators may be disqualified from the event and future participation at the discretion of ride officials.
- 9.2 Any participant who has been found by a course marshal/steward, event official or surveillance equipment to have gained an unfair advantage by intentionally shortening the route of the ride ("cutting the course") shall be immediately disqualified from the event.
- 9.3 No persons are authorised to be on the course unless they are registered participants. Therefore, no person shall be allowed to accompany a participant if he/she is not registered in the event, nor shall any participant be allowed, without the permission of the event management, to receive assistance from anyone during the progress of the event. Any person not properly displaying an authorised and issued ride number shall be directed to leave the rides.
- 9.4 A hands-on medical examination during the progress of an event by officially designated medical personnel shall not be considered assistance and will not result in disqualification if participant is deemed medically fit. If a participant becomes ill during or after the event and/or receives medical attention or treatment either from event medical staff, medical providers or any doctor or hospital, they authorise such persons to provide details (including details of medical treatment) to the Medical Director of the Whitehead Tour de Gwent or others authorised by them.
- 9.5 For the 'Kids ride' please register both the child and adult details by emailing tourdegwent@stdavidshospicecare.org

#### 10 Participant safety

- $10.1\,Participants\,are\,responsible\,for\,their\,recognition\,and\,understanding\,of\,event\,signage, symbols\,and\,colour\,relating\,to\,participant\,maps,\,facilities\,and\,direction.$
- 10.2 Medical personnel authorized by the event to do so may examine any participant who appears to be in distress. If in the sole opinion of authorised medical personnel it is in the best interest of the participant's health and welfare, medical personnel may remove the participant from the event.
- 10.3 Participants must retire at once from ride if ordered to do so by a member of the event's official staff, official medical staff, or any person in authority, including fire and police officers.
- 10.4 Participants are responsible and assume liability for any and all medical expenses incurred as a result of training for and/or participation in the event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.
- 10.5 In the interest of safety, the Ride Director and event officials, in consultation with the Police and Emergency Services, reserve the right to delay, cancel, or suspend the ride due to extreme inclement weather or a major incident on or near the event route. In these circumstances no refunds will be issued.
- 10.6 In the event of any major occurrences along the route, the Ride Director and the Emergency Services reserve the right to alter/shorten the route, but still provide a ride if possible. In these circumstances no refunds will be issued.
- 10.7 The Ride Director and the Emergency Services reserve the right to stop the ride at any time, if deemed necessary. These would be in circumstances beyond our control and no refunds would be given.

## 11 Liability

- 11.1 Participation is at the participants own risk.
- 11.2 The organiser, its staff, agents or contactors shall not be liable for indirect or consequential loss or damage.
- 11.3 The organiser will not be liable for any computer result anomalies or any technical malfunctions
- 11.4 Whilst the organiser takes every care with staging the event, the participant acknowledges that personal accident and personal items insurance is their own responsibility. The organiser shall not be liable to the participant for any loss or damage of or to personal equipment belonging to the participant, or any indirect or consequential loss or damage what-soever arising out of the participant taking part in the event, or for any loss of business, revenue or profit, loss of reputation, anticipated savings or wasted expenditure, pledges made on your behalf or to charity.
- 11.5 The organiser will not be responsible for the behaviour of any spectators or third parties.
- $11.6\, The \, organiser \, cannot \, be \, held \, responsible \, for \, any \, issues \, or \, allergies \, resulting \, from \, food \, and \, drink \, products \, given \, out \, on \, the \, day \, of \, the \, event.$

## 12 Collection and Use of Data

The participant agrees and consents to The Organiser using his/her personal details provided in his/her online registration form for the following purposes:

12.1 Event Administration

The Organiser requires a record of each participant's registration details including third party emergency contact information for administration purposes in order to properly and safely conduct the event.

By participating in the Whitehead Tour de Gwent you acknowledge and agree that personal information (including medical information entered against your ride number or collected by event medical staff during or after the Event) can be stored and used by St David's Hospice Care in connection with the organisation, promotion and administration of the Event and for the compilation of statistical information.

I confirm that my name and television, video footage, audio recordings or photographs taken during my participation may be used to publicise the event, event sponsors/partners and St David's Hospice Care generally, including television, website and DVD/video broadcasts.

12.2 Email/SMS Communication

The organiser will use the participants contact data submitted on the online form to send the participant information by email and or SMS relating to the event, other events and any further categories of news and promotional information as the participant may have requested on the Online Registration form.

The participant acknowledges and agrees that the organiser may send an email or SMS notification following the event inviting the participant to submit or renew his/her registration for any future events.

12.3 Reads: events/newsletters and campaigns

I understand that the consent may be withdrawn or amended at any time by contacting the hospice – dataprotectionlead@stdavidshospicecare.org Tel: 01633 851051 or Blackett Avenue, Newport NP20 3NH - Privacy policy available at www.stdavidshospicecare.org





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## 13 Result timing

13.1 It is participants' responsibility to check the Event website for any changes. Participants shall be bound by any modification or supplement of the event rules published prior to the event.

## 14 Amendments/Reservations/Acknowledgements

14.1 Event officials reserve the right to modify, supplement or waive all or part of the event rules without notice. It is participants' responsibility to check the Event website for any changes. Participants shall be bound by any modification or supplement of the event rules published prior to the event. Failure to follow these event rules, as may be amended, will result in immediate disqualification, loss of prize money and removal from official results.