

OFFICIAL

CONDITIONS OF ENTRY

2024 Santos Tour Down Under – Managed Events Conditions of Sale and Entry

Background

A. The Santos Tour Down Under (“TDU”) includes events initiated, planned, executed, controlled, and closed by: (a) the South Australian Tourism Commission (“SATC”) (ABN 80 485 623 691) of Level 9 250 Victoria Square/Tarntanyangga, Adelaide South Australia 5000 (“Managed Event(s)”); and (b) third party event managers.

B. The 2024 Managed Events Program, conducted by SATC, is comprised of the Willunga Hill Time Trial (“WHTT”), Family Ride (“FR”), the Breakaway Zones, DeTours, Corporate Hospitality and Spectator Bus Transfers (together, “Event”).

C. The TDU is a major event for the purposes of the *Major Events Act 2013* (SA) (“ME Act”) and is subject to a major event declaration.

D. A reference to SATC or the Event Manager includes any natural person who is an employee, officer, agent, professional adviser or subcontractor of that party (“Personnel”).

E. A reference to a participant is to a party to these Conditions of Entry, and a reference to a party to these Conditions of Entry includes the party's executors, administrators, successors and permitted assignees and substitutes.

Agreed Terms

1. By applying for registration, attending, or accessing the TDU (including any of the Events), the participant is deemed to accept these Conditions of Entry, the terms of the ME Act as applicable to TDU and all lawful and reasonable directions issued by SATC or its authorised representatives while at an Event.
2. Unless otherwise specified, registration for the Event will close at 5:00pm (ACST) Thursday 11/01/2024 unless sold out earlier.
3. SATC may, at its sole discretion, accept or reject an application for registration.
4. All prices are in \$AUD and inclusive of Goods and Services Tax (“GST”).
5. Payment is required in full at the time of registration.
6. SATC will not refund the price for failure to participate or participant dissatisfaction.
7. Ticket scalping is prohibited under the ME Act.
8. SATC or the Event Manager may refuse entry by any person to the Event, at its discretion.
9. SATC or the Event Manager may remove any person from the Event, at its discretion.
10. SATC and the Event Manager strongly recommend all participants buy ambulance, health and travel insurance (if applicable) suitable for their needs.
11. Only bicycles and safety equipment that meets the requirements of the *Road Traffic Act 1961* (SA) and Regulations including the Australian Road Rules is permitted.
12. Electric bicycles, e-bikes, power bikes, and booster bikes with an integrated electric motor are not permitted.
13. Child carrier seats, bicycle trailers, tandem and hand powered bicycles are permitted. Participants sharing a bicycle, such as a tandem, must register individually.
14. SATC reserves the right to modify or cancel the Event due to inclement weather, extreme heat, safety and/or other operational needs in accordance with policy guidelines available at the TDU website from January.
15. All costs associated with the Event which are not specified by SATC or the Event Manager to be included in the Event, including but not limited to any transfer costs, meals, taxes, insurance and all other ancillary costs, are the responsibility of the participant.
16. All communication regarding the Event will be by way of email (tourdownunder@sa.gov.au). Participants must provide a valid email address and emergency telephone number inside Australia (where specifically requested) at the time of registration and notify SATC immediately in writing if those details change. Participants who do not have an email address or have not provided one at registration, must refer to the TDU website (<https://tourdownunder.com.au/>) for Event updates and to keep informed of any changes.
17. SATC reserves the right to modify or amend the Conditions of Entry, in whole or in part, at any time without notice.

Family Ride

18. FR participants must be aged 12 years and under as of Saturday 13/01/2024.
19. Children aged 7 and under participating in the FR must be in the care, custody, supervision and control of at least one registered adult

participant at all times during the Event. Parents or guardians must keep the child within sight at all times.

20. Children aged 8 -12 years can ride solo but must be accompanied by a parent or guardian upon arrival and departure from the track. A wristband will be provided to all participants with a space for parent or guardian contact phone number.
21. Requests for transfer of Event registration must be received by 5.00pm (ACST) Monday 08/01/2024.
22. Participants must wear an allocated wristband at all times when participating in the Event.
23. Child carrier seats, bicycle trailers, tandem and hand powered bicycles are permitted. Participants sharing a bicycle, such as a tandem, must register individually.
24. Parents or guardians are responsible for ensuring the FR participants are capable of riding the distance and conditions of the selected course, are medically and physically fit and able to participate in the event and have undertaken adequate training and preparation.
25. Children may be excluded from certain areas of the TDU for safety purposes or in respect of the responsible service of alcohol, as determined by SATC in its absolute discretion.

Willunga Hill Time Trial

26. WHTT participants under the age of 18 as of Friday 19/01/2024 must have express written consent from a parent or guardian to participate. All participants must be at least 16 years of age as of Friday 19/01/2024 to participate.
27. Teams participating in the WHTT must have 4 registered participants or more. Where possible, teams will be allocated timings in one sequential block.
28. WHTT Team registrations will close at 5.00pm (ACST) Sunday 31/12/2023 unless sold out earlier.
29. Official event timekeeping shall be conducted by transponder that must be affixed to the competitor's bicycle frame.
30. The final results of the WHTT shall be determined by the recorded time of the competitor timed to 10th of a second.
31. If a dead heat occurs for either the male or female overall winner, each placegetter will be awarded equal placing, with the prize money to be evenly split.
32. Both the male and female competitors with the fastest overall time will be declared the winner by SATC, at its discretion, and no correspondence will be entered into.
33. Prizes valued at \$1,000 AUD (incl. GST) will be awarded to the overall winners.
34. SATC accepts no responsibility for any variation in prize value or any tax implications that may arise from winning of the prizes. Independent financial advice should be sought.
35. If a winner of a prize is under the age of 18 years (where entry by persons under 18 is permitted), SATC may, at its discretion, award the prize to the winner's parent or legal guardian (who is aged over 18 years).
36. Participants must wear an allocated wristband at all times when participating in the Event.
37. The Event Manager may, at its sole discretion, retire any participant who fails to complete the Event distance within the anticipated schedule.
38. Child carrier seats, bicycle trailers, tandem and hand powered bicycles are permitted. Participants sharing a bicycle, such as a tandem, must register individually.
39. First Aid and mechanical support will be provided. Personal support vehicles are not permitted.
40. WHITT participants (and for WHTT participants under 18 years of age, the parent or guardian of the WHTT participant) are responsible for ensuring the participant is capable of riding the distance and conditions of the selected course and are medically and physically fit and able to participate in the event and that they have undertaken adequate training and preparation.

41. WHTT and FR participants (and in the case of participants under the age of 18 years, the parents or guardians of the participant) who participate in the WHITT and/or FR acknowledge the participant does so at their own risk. The risks associated with participating in the Event include, but are not limited to, the risk that:

- (a) the participant may be involved in a collision with people, vehicles and/or other objects;
- (b) the participant may lose his/her balance;
- (c) the participant may suffer from the effects of heat, cold, wind, rain and other weather conditions;

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(d) the participant may suffer from physical exertion;

(e) the participant may become separated from the cycling group during the event; and

(f) the participant may fall from their bicycle,

and these risks may result in the participant suffering from harm including, but not limited to physical or mental injury, disability, death, property damage or economic loss. There are other risks to which the participant may be exposed during the WHTT and/or FR. It is the participant's (and in the case of the FR, the parent or guardian of the participant's) responsibility to ensure that the participant wears appropriate protective clothing and safety equipment, including a helmet which complies with South Australian Road rules and regulations and is in good working condition. The participant (and in the case of the participants under 18 years of age, the parent or guardian of the participant) agrees to ensure that they are aware of all risks involved, including those risks associated with any health condition that the participant may have or is at risk of incurring. By completing the registration, the participant (and in the case of participants under 18 years of age, the parent or guardian of a participant) acknowledges, agrees and understands that participation in the WHTT and FR may involve risk, and the participant agrees and undertakes any such risk voluntarily.

DeTours, Corporate Hospitality, Breakaway Zones and Spectator Bus Transfers

42. DeTours and Corporate Hospitality participants must be aged 18 years or over from Saturday 13/01/2024.

43. Breakaway Zones and Spectator Bus Transfers participants aged under 18 must be accompanied by a parent or guardian while participating.

44. Registration for Spectator Bus Transfers will close at 5:00pm (ACST) Tuesday 09/01/2024 unless sold out earlier.

45. Registration for Breakaway Zones will close at 5:00pm (ACST) Friday 12/01/2024 unless sold out earlier.

46. Requests for transfer of registration for DeTours, Corporate Hospitality, Breakaway Zones and Spectator Bus Transfers must be received by 5.00pm (ACST) Monday 08/01/2024.

All tickets purchased to a Managed Event are also subject to the following conditions of sale and entry ("**Conditions**"). Terms of entry displayed at the Managed Event venue may also govern the ticket holder's admission.

Conditions

1. Except to the extent permitted by the *Competition and Consumer Act* (Cth) 2010 and *Fair Trading Act* (SA) 1987, tickets cannot be exchanged or refunded after purchase.

2. Tickets remain the property of the SATC. The SATC reserves the right to confiscate tickets during the Managed Event.

3. Tickets are not transferable on or during the day of the Managed Event, must be retained always and produced if requested. A ticket holder requiring a pass-out must subject themselves to an indelible ink handstamp (or such other method as the SATC directs) which, together with a valid Managed Event ticket, must be presented to regain entry.

4. The SATC reserves the right to refuse entry to, or remove or exclude from the Managed Event, any person: in breach of these Conditions (including the ME Act); under the influence of drugs or alcohol; who is disorderly; engaged in offensive or inappropriate behaviour, or vandalism; who evades legal admission to the Managed Event; carrying prohibited items on their person; or with reasonable cause in its absolute discretion.

5. The SATC reserves the right to add, withdraw or substitute any talent, performer, act, or activity associated with the Managed Event, vary programming, seating arrangements, menus, wine and beverage lists, coach transfers, audience capacity and gate opening and closing times.

6. If the Managed Event is cancelled for any reason, the SATC assumes no obligation to arrange a substitute event, performance, or service.

7. A ticket holder may not make, reproduce, broadcast, or use any form of still or moving picture or any sound recording ("**Footage**") of the Managed Event, or any part of it, for profit, gain, public advertisement,

display or for any other purpose, without the consent of the SATC. All rights in Footage vest in the SATC or its nominees on creation.

8. The ticket holder may not, without prior written consent of the SATC, bring any of the following to the Managed Event: alcohol; glass bottles, containers or objects (excluding medicine bottles, sunglasses, binoculars and prescription glasses); any seal-broken beverage container; drink coolers or ice boxes; any structure or item capable of supporting the weight of a person including chairs, lounges, benches or stools (excluding prams and strollers); animals; musical instruments; weapons of any kind; fireworks; signs, banners, clothing or any other item displaying commercial, political, religious or offensive messages or logos; or any item which could reasonably be deemed to cause public nuisance or offence to the Managed Event patrons.

9. The SATC reserves the right to conduct bag searches. Any ticket holder who does not consent to a bag search may be refused entry to the Managed Event.

10. Smoking and use of e-cigarettes is not permitted at the Managed Event other than in designated smoking areas.

11. The ticket holder brings personal property to the Managed Event at its own risk. The SATC will not be liable for loss of, or damage to, personal property.

12. Where concession or companion cards apply to the purchase of tickets, valid proof of identity must be presented for collection of tickets and entry to the Managed Event. Student discounts and concession only apply to full-time students.

13. Children aged 18 years and under must be in the care, custody, and control of at least one adult ticket holder 18 years and over always during the Managed Event.

14. All Managed Event communication will be made via email. The ticket holder must provide a valid email address at the time of purchase and advise the SATC (tourdowntour@sa.gov.au) of any change.

15. The SATC will make reasonable endeavours to communicate with the ticket holder about the Managed Event but does not warrant that it will be able to communicate with all or any ticket holders about a matter, or that such communication will be timely, accurate or free from error.

16. Nothing in these Conditions is intended to exclude, restrict, or modify any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law) which cannot lawfully be excluded, restricted, or modified.

17. Where relevant, the ticket holder and any third party who purchases a ticket on behalf of the ticket holder (the "Third Party") each warrant that the Third Party has the ticket holder's full authority to act as the ticket holder's agent for the purposes of purchasing the ticket and accepting the Conditions.

18. The ticket holder releases and indemnifies the SATC and its servants, officials, representatives, and agents (collectively "**Associated Entities**") against any claim, loss, damage, liability, cost, and expense that may be incurred or sustained by the Associated Entities arising out of any act, matter or thing done, permitted, or omitted to be done by the ticket holder in relation to the Managed Event.

19. Form 1—Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and

- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and

- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

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If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the SATC for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions

1 Recreational services are services that consist of participation in—

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

2 Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at www.ocba.sa.gov.au

20. The SATC collects and uses ticket holder's personal information for the purpose of:

- (a) processing registration and ticketing for the Managed Event;
- (b) sending emails and other communications about the Managed Event, including confirmations and reminders;
- (c) operating, conducting and promoting the Managed Event;
- (d) creating a profile about the ticket holder to help the SATC personalise its marketing to the ticket holder if the ticket holder has consented to receive SATC marketing;
- (e) conducting market research and analysis that helps the SATC improve and customise its products and services;
- (f) sharing that personal information with: (i) third parties who supply goods and services: (A) on which the SATC's products and systems are built-in, including but not limited to the SATC's TDU online ticketing and booking supplier; or (B) which support the operation, security, safety and delivery of the TDU including the Managed Event (ii) government departments, agencies or other authorised bodies where permitted or required by law.
- (g) preventing or detecting unlawful or dishonest behaviours, to protect the SATC's legal rights or as otherwise permitted by law;
- (h) ensuring the security of SATC's operations; and
- (i) further in relation to the WHTT, to (A) undertake timing and publicise the ticket holder's race times on the Tour Down Under website or any publication that lists the ticket holder as participant in the ride; and (B) enter prize draws, and where applicable, award prizes.

21. The SATC will manage the ticket holder's personal information in accordance with its Information Privacy Policy Statement available at <http://tourism.sa.gov.au/privacy-statement>. The Privacy Policy Statement sets out how the SATC collects, holds, uses, and discloses personal information for the purposes above.

22. The ticket holder expressly consents to the recording and use of its image and/or voice ("Likeness") for the purposes of worldwide commercial exploitation of its Likeness by the SATC or any entity or person authorized by the SATC (including without limitation its commercial partners), in any form the SATC may decide or approve and without any payment or compensation to the ticket holder. The recording of the ticket holder's Likeness may be undertaken using a variety of methods, including by television cameras and photography.

23. These Conditions of Entry are governed by, and are to be construed in accordance with, the laws of South Australia and the parties to these Conditions irrevocably submit to the exclusive jurisdiction of the courts of South Australia.

24. These Conditions of Entry, and any documents incorporated by reference, constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

25. A provision or part of a provision of these Conditions of Entry that is illegal or unenforceable may be severed from and the remaining provision or parts of the provisions of these Conditions of Entry continue in force.

26. Acceptance of these Conditions of Entry is indicated by the ticket holder's purchase of and/or entry to the Managed Event.