



## Terms & Conditions

This document (together with any other documents referred to in it) lays out the terms and conditions (the “**Terms**”) on which **Your** entry is accepted, via website or otherwise, for the event known as the **Cape Classic 380** (the “**Event**”) which we **Cape Cycle Tours (Pty) Ltd** organise.

Please read these **Terms** carefully and ensure **You** understand them before placing **Your** entry. **You** should understand that by submitting **Your** entry form **You**, on behalf of yourself and each person registered on the entry form agree to be bound by these **Terms**. If, for whatever reason, **You** do not submit an entry form but still take part in the Event, **Your** participation will be deemed agreement to these **Terms** that relate to **Your** participation.

If **You** are entering more than one person, **You** confirm that **You** are authorised to do so and are responsible for ensuring that each such person is aware of these **Terms** and complies with them.

In these **Terms**:

**The Event**: is the event known as the Cape Classic 380 which **You** are entering via website or otherwise.

**Entry Fee**: is the fee payable and/or paid in relation to entry to **the Event**

**Event Organiser**: is Cape Cycle Tours (Pty) Ltd and includes any person or agent delegated to take responsibility for any element of **the Event**.

**Event Rules**: are those rules published on **the Event** website [www.capeclassic.info](http://www.capeclassic.info)

**You, Your or I**: the person completing the Entry Form and/or participating in **the Event**

**Cycling Equipment**: means any equipment **You** may use during **the Event**, including bicycles, helmet, clothing and any other safety devices.

## Acknowledgements

- 1 I understand that participation in the event is physically strenuous and demanding. I am aware of the nature of the event and associated medical and physical risks involved. I further certify that I am physically and capable of participating in **the Event** and am capable of completing **the Event**. I will only participate in **the Event** if I am fit enough to do so.
- 2 I understand and agree that I participate in **the Event** entirely at my own risk, that I must rely on my own ability in dealing with any hazards and that I must conduct myself in a manner that is safe for myself and all others throughout the duration of **the Event**.
- 3 During my participation in **the Event**, I will cycle with due care and attention and will abide by the **Event Rules**, South African Traffic regulations and any other rules stipulated by **the Event** organiser.
- 4 I accept that it is my responsibility to provide and use suitable **Cycling Equipment** and that I will wear a safety approved cycling helmet at all times when riding during **the Event**.
- 5 I accept full liability and responsibility for any medical expense or any related fees or costs incurred as a result of participating in **the Event** including police, air ambulance or other rescue or ambulance service. If I am not capable of making a decision to call any emergency service, I agree that a member of the Event Organiser's team, Event medics or a member of the public may do so and I will accept any resultant fees or costs.
- 6 If I have any medical conditions, including allergies, which the **Event Organiser** or Event medics might need to be aware of, I will undertake to inform them.
- 7 Whilst the **Event Organiser** will take due care with staging **the Event**, I accept that I must take all reasonable precautions for the safeguarding of my person and property at my participation in the event. I acknowledge that personal accident and personal effects insurance is my responsibility.
- 8 I accept that the **Event Organiser** reserves the right to amend **the Event** format, change the route or even cancel **the Event** at any time, due to health and safety or other reasons beyond its reasonable control (including but not limited to, storm, rain, wind or other inclement weather or act of nature, fire, industrial action, riot, threat of terrorist attack (hereinafter defined as "**Force Majeure Events**"). I accept that regardless of the date of any cancellation or amendments made, my **Entry Fee** shall be non-refundable in respect of the occurrence of any Force Majeure event, **save** for the cancellation of **the Event** by the **Event Organiser** (determined in its discretion) due to the outbreak, or existence of any epidemic or pandemic disease directly affecting South Africa, in which event a full refund of any **Entry Fee** paid will be made by the **Event Organiser**, as soon as reasonably possible after its notice of such cancellation. Save for the aforementioned refund, the **Event Organiser** will not be liable or responsible for any failure to perform, or delay in

performance of, any of its obligations under these Terms that is occasioned by events, circumstances or factors that are outside of its reasonable control.

- 9** I understand that **the Event** will be run under the **Event Rules**. I agree to comply with these rules and other rules stipulated by the **Event Organiser**, including these **Terms**, and will at all times act in a professional and cautious manner and may be excluded if I do not, in which case, I will not be entitled to a refund of my **Entry Fee**.

### **Consents**

- 10** You give **Your** irrevocable consent to **Your** appearance in any media format in relation to the publicity of **the Event** and in any future publicity of **the Event** of future advertising of the **Event Organiser**. You also agree to assign and grant the right and permission for the **Event Organiser** to use and publish any photographs, film, video, electronic representation and/or sound recordings of **You** on **the Event**. You hereby release the **Event Organiser** from any and all liability from such use or promotion. You specifically waive any right to any compensation for appearing in any of the aforementioned formats.
- 11** You consent to **Your** personal details, which may include but are not limited to name, address, contact details, age, gender, finishing position, being stored electronically by the **Event Organiser**.

### **Liability – Your particular attention is drawn to this section of the Terms**

- 12** Neither the **Event Organiser** nor any other person involved in the organisation of **the Event** will be liable for (i) any injury that **You** may suffer, whether fatal or otherwise as a result of **Your** participation in **the Event** or **Your** failure to comply with these **Terms** during or subsequent to **the Event**; or (ii) any consequential loss of whatever nature arising from **Your** participation in **the Event**.
- 13** You agree to indemnify the **Event Organiser** and any other person involved in the organisation of **the Event** in respect of any cost or expense (including legal and professional fees) incurred or payable by the **Event Organiser** or such other person (including any insurer) in connection with any accident, loss, damage or injury arising out of **Your** participation in **the Event**, save where the **Event Organiser** or any other such person would be liable under said paragraph below.
- 14** Nothing in these **Terms** excludes or limits the liability of the **Event Organiser** or any other person involved in the organisation of **the Event** for (i) death or personal injury caused by its or their negligence; (ii) fraud or fraudulent misrepresentation; (iii) any deliberate breaches of these **Terms** that would entitle **You** to terminate the **Terms**; or (iv) any other matter for which it would be illegal for them to exclude or attempt to exclude their liability.

## **Cancellations and refunds**

**15** On any cancellation by **You** in writing to the **Event Organiser**, refunds will be payable as follows:

- 90% of **Entry Fee**  $\geq$  30 days before **the Event**
- 70% of **Entry Fee**  $\geq$  15 days,  $\leq$  29 days before **the Event**
- 0% of **Entry Fee**  $\leq$  14 days before **the Event**

## **Other terms**

**16** All decisions and rulings by the **Event Organiser**, its employees and its agents are considered final.

**17** The **Event Organiser** reserves the right to vary these **Terms** effective immediately upon posting on the website relating to **the Event**.

**18** These **Terms** (and the documents referred to herein) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to **the Event**. **You** acknowledge and agree that in submitting an entry **You** do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this agreement or not) other than expressly set out in these **Terms**.

**19** To the extent permitted by law, all provisions of these **Terms** shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

**20** These **Terms** and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of South Africa. The parties irrevocably agree that the courts of South Africa shall have exclusive jurisdiction.

Cape Classic 380 is an event run by Cape Cycle Tours (Pty) Ltd

[www.capeclassic.info](http://www.capeclassic.info)

[www.capecycletours.com](http://www.capecycletours.com)