

Terms and Conditions, Risk Warning and Waiver

AS A CONDITION OF ENTRY FOR THIS EVENT, I MUST COMPLY WITH THE "TOUR DE CURE CODE OF CONDUCT" AND THE FOLLOWING TERMS:

DEFINITIONS

In these Terms and Conditions:

Claim means and includes any action, suit, proceedings, claim, demand, damage, penalty, cost or expense however arising from or in connection with any Recreational Activity but does not include:

1. a claim against Tour de Cure by any person expressly entitled to make a claim under an insurance policy held by Tour de Cure; or
2. a claim against Tour de Cure under any right expressly conferred by Tour de Cure's constitution or regulations.

Event means the Tour or Event in which I intend to participate.

Recreational Activity means any participation in the Event, including walking, running, riding, support crew activities, including associated activities and training.

Risks means differing situations while undertaking an activity that could be harmful to me, including the actions, omissions or negligence of Tour de Cure or any of them or any third parties which may result in damage to property, personal injury or death.

Tour de Cure includes:

1. Tour de Cure Limited and its directors, officers, employees, agents and contractors;
2. any other organisation involved in the promotion, organisation or management of the Event and its directors, officers, employees, agents and contractors; and
3. any person providing assistance in relation to the promotion, organisation, or management of the Event.

I ACKNOWLEDGE THAT:

GENERAL

1. As part of this Event, I may be required to assist with various on-tour activities/chores such as: laundry, cleaning cars, packing trucks, and helping mechanics.
2. Accommodation arrangements, if provided, are at Tour de Cure's discretion, striving for comfortable and shared living arrangements.
3. I am at least 18 years old at the time of the event.

HEALTH AND FITNESS

1. I am in good health and mental and physical fitness.
2. I will disclose all information concerning my health and mental and physical fitness of which I am aware, or ought to reasonably be expected to know.
3. For overnight Events, I will complete all future medical questionnaires honestly. Failure to do so may result in me being excluded from the Event.
4. Should I have a pre-existing medical condition or specific disorders, I will follow medical advice before participation.
5. Any adverse health changes will be promptly communicated to Tour de Cure.
6. I acknowledge that the obligation to disclose under this condition continues from the time of booking the Event through to the departure and for the duration of the Event.
7. Tour de Cure is permitted to disclose medical information in regard to my care to authorised: Tour de Cure staff, representatives, contractors, or other medical personnel.
8. Tour de Cure reserves the right to request a medical clearance from a General Practitioner.
9. Tour de Cure's medical representatives may exclude me from an Event if deemed necessary.

MEDICAL CARE

I authorise Tour de Cure staff, representatives, contractors, or other medical personnel (including but not limited to Tour de Cure's medical working group of the Event) to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery and medications) they consider necessary for my health. I agree to pay all costs associated with that care, transportation and related expenditure. I agree to the release (to or by Tour de Cure and any medical director(s) of the Event, any race sanctioning body, insurance carriers, other health care providers and their staff, representatives or contractors) of any medical information or records necessary for treatment, referral, billing or other purposes.

PRIVACY

I acknowledge that I have seen and read:

Tour de Cure's Privacy Policy at <https://tourdecure.com.au/about-us/privacy-policy/>

I consent to Tour de Cure collecting my personal information, including video and still footage taken of me during the Event and the publishing of limited personal information on leaderboards and prize winners' details on a public domain during and following the Event.

I consent to my personal information being shared with third parties engaged as part of the Event, in accordance with the Privacy Policies noted above.

RISK WARNING

Tour de Cure warns me and I acknowledge that:

1. Undertaking the Recreational Activities can carry Risks.
2. I have been warned of the Risks associated with the Recreational Activities.
3. Because of the Risks, I will be exposed to the possibility of injury even if I act safely whilst undertaking the Recreational Activities.
4. Tour de Cure attempts to supervise activities during the Event however this, in no way, mitigates the Risks.
5. I agree that I undertake the Recreational Activities at my own risk and that these terms constitute a 'risk warning' in accordance with the *Civil Liability Act 2002* (NSW) (or equivalent legislation if the Event takes place in any other State or Territory).
6. Liability that arises from the Risks or the breach of any express or implied warranty that any services will be provided by Tour de Cure with due care and skill in relation to the Recreational Activities is hereby excluded.
7. I am aware that the Event may involve cycling and/or walking and/or running on public roads/paths throughout Australia. I acknowledge that cycling and/or walking on public roads is a potentially dangerous activity which carries with it a risk of injury or death.
8. If I am participating in the Event as a rider, I also acknowledge that cycling is a physically demanding activity which requires a high level of fitness and I warrant that my fitness level is such that I am capable of participating in the Event.
9. If I am participating in the Event as a rider, I warrant that I hold current membership of an Australian cycling body that provides limited insurance coverage and I will maintain that membership until at least the conclusion of the Event. I acknowledge that Tour de Cure has recommended that I take out any additional insurance cover to an appropriate level for personal and 3rd party.
10. In deciding to participate in the Event, I have not relied on any representations made by or on behalf of Tour de Cure.

FUNDRAISING

1. I am aware and committed to raising a minimum amount of money according to my role in the Event by the event date. This enables Tour de Cure to fund vital cancer research, support, and prevention projects.
2. If these fundraising conditions are not met, I am aware that it is up to the discretion of Tour de Cure whether I am permitted to participate in this Event and future Events.

ROUTE CHANGES, POSTPONEMENT, CANCELLATION OR DELAYS

Tour de Cure reserves the right to either before or during a tour:

- Cancel or modify any routes within the tour or objectives set out in the itinerary; or
- Substitute different or equivalent routes within the tour in place of cancelled or modified routes, or
- Postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if it is necessary to do so due to extreme weather conditions or circumstances that are known to us and are otherwise likely to be hazardous or dangerous.

In the event of any change, modification, cancellation, postponement, or delay under this condition, you acknowledge that you will have no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation, postponement, or delay.

If your Event is **postponed** by Tour de Cure (or due to Government requirements), your Registration Fee and any fundraising to date will be transferred to the rescheduled date. Should you not be able to attend the rescheduled date, your Registration Fee can be refunded up to 4 weeks prior to the Event (less a 25% cancellation) and your fundraising will go towards cancer research, support and prevention.

If your Event is **cancelled** by Tour de Cure (or due to Government requirements), your **Registration** Fee can be refunded, or you may choose to leave the Registration Fees to support cancer research, support and prevention. Your **fundraising** to date will not be refunded back to the Donors, it will go directly to the cancer research, support and prevention projects of the cancelled Event.

WITHDRAWALS

Fundraising: If you need to withdraw from an Event, your **fundraising** to date will go directly to the cancer research, support and prevention projects of the Event you have withdrawn from. Should you withdraw from a TDC Event and join another Event (within 12 months), you may choose to apply your fundraising value as a credit to the new Event.

Registration Fees

< 4 weeks from Event: Withdrawals within four weeks from the Event are non-refundable.

>4 weeks from Event: If you need to withdraw from an Event, more than four weeks from the Event, registration fees are refundable (less a 25% cancellation fee).

Fundraising amounts and registration fees are non-transferrable to another participant.

All withdrawals must be notified at the earliest opportunity to fundraising@tourdecure.com.au.

WAIVER

The Recreational Activities are recreational services for the purposes of section 139A of *Competition and Consumer Act* (2010). I acknowledge and agree as a condition of participating in the Event, that in relation to the supply of the Recreational Activities to me, I waive my right to make any Claim in relation to, and Tour de Cure excludes and will not be held liable for, my: (a) death, or (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury), or (c) contraction, aggravation or acceleration of a disease, or (d) the coming into existence or the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to me that (i) is or may be harmful or disadvantageous to me or to the community or (ii) that may result in harm or disadvantage to me or the community.

STATUTORY GUARANTEES

Other than as allowed by the *Competition and Consumer Act* (2010) set out above, I am entitled to certain statutory warranties and protections pursuant to the *Competition and Consumer Act* (2010) and the Australian Consumer Law. Nothing in this waiver operates to exclude, restrict or modify any provision of the *Competition and Consumer Act* (2010), the Australian Consumer Law or any equivalent State or Territory legislation.

WARRANTIES

As a further condition of participating in the Event, I warrant that I will:

1. Comply with all reasonable instructions and directions in relation to the conduct of the Event given to me by any person authorised to give such instructions and directions;
2. Ensure that any bicycle used by me and any related equipment is properly maintained;
3. Participate in the Event in a safe and responsible manner;
4. As a tour rider, I have read and understood Tour de Cure's "Bunch Riding Etiquette Guide" (including any updated versions);
5. As a tour support crew, I have read and understood Tour de Cure's Support Vehicle and Split Peloton Procedures document (including any updated versions);
6. Obey all relevant Australian road and pedestrian rules; and
7. Obey all relevant public health orders and restrictions applicable to me.

INTELLECTUAL PROPERTY RIGHTS

I acknowledge and agree that all intellectual property rights in any digital content of myself created on the Event will vest in and remain with Tour de Cure, and that Tour de Cure will at any time in the future be entitled to use all such digital content. Digital content includes photographic, video, audio or any other content. I give permission to Tour de Cure to use any digital content in any medium and for any purpose, which could include but is not limited to advertising, promotion, marketing, fundraising and/or packaging for any product or service at any time in the future.

INSURANCE

I have been advised by Tour de Cure that I should ensure I have adequate insurance in the event of an accident or any injury. Tour de Cure has also advised that I should seek professional advice, and I have had the opportunity to seek that advice, on the level of cover I require with regards to:

1. Private Health Insurance;
2. Private Property Insurance;
3. Income protection Insurance; and
4. Life Insurance.

COVID-19

I acknowledge that Tour de Cure has put in place and will apply preventative measures to minimise the risk of COVID-19 as required by each State's government's requirements. I further acknowledge that Tour de Cure does not guarantee that I will not become infected with COVID-19 during this Event. I agree to comply and will ensure that I will comply with all Event health and safety measures, including all measures minimising the risk of COVID-19 infections.

I acknowledge that I will not be permitted to participate if:

- I am experiencing any respiratory, of fever, chills, cough, sore throat, shortness of breath, runny nose symptoms.
- I have returned a positive PCR/RAT result on the Event day or during the Event (if Tour de Cure Event directives require it).

RIDERS

1. As a rider, I must have insurance to ride in a peloton with Tour de Cure.
2. I acknowledge that training rides prior to the Event are compulsory and that my attendance will be at my own cost. (Each state conducts their own training; you will be contacted by your team captain to initiate this training.)
3. Following a rider assessment, if I have not reached the minimum peloton riding and bike skill level and/or deemed unfit to participate in the Event for medical reasons, or general riding fitness, I accept the decision of Tour de Cure and am happy to renegotiate my role and presence on the Event, if there are any non-rider roles available.

4. I understand that there is a minimum requirement for participation being: a road bike with drop bars (tri bars and flat bars are not permitted), clip in pedals (not shoe straps or flat pedals), my bike being less than 5 years old.
5. I can achieve an average of 26-28kms/hr on the flat.

SCHOOLS

1. If I am not permitted by law to visit a school or schools along the Event route for any reason, I must notify staff of Tour de Cure in writing prior to the Event, and I acknowledge that I will not be permitted to participate in any school visit.
2. I am happy to be actively involved and a role model for our 'Be Fit, Be Healthy, Be Happy' message.
3. I acknowledge that I am not permitted to capture or publish photos of school children for any reason unless Tour de Cure receives signed permission from the school in question.
4. I understand that if I will be visiting a school as part of the Event, I will need to complete a Working With Children Check (or the equivalent check available in my state or territory) prior to the Event, failure to do so will exclude me from school visits.

Tour de Cure

Code of Conduct

About Us

Tour de Cure’s mission is to cure cancer. We know we won't beat cancer alone and pride ourselves on our ability to work with others to achieve our mission.

Our core values guide our behaviour, shape our culture and focus our decision making. These core values; courageous, achieving, respectful, inclusive, nurturing and growing underpin the principles of the Code.

“We refuse to fail. We won't give up. Together we will find a cure.”
 Bruno Maurel, Chairman Tour de Cure

Purpose

This Code of Conduct (the Code) outlines the standard of acceptable behaviour and conduct we expect at Tour de Cure ('Tdc') of our Tour de Cure employees, Event participants, and volunteers as well as contractors and suppliers to Tour de Cure.

The Code is in place to protect and enhance our reputation as we work to find a cure and change lives..

Who does the Code apply to?

The Code applies to all Tour de Cure employees, Tour de Cure Event participants and volunteers as well as contractors/suppliers when performing their duties or participating in a Tour de Cure Event.

What if I breach the Code?

Your conduct reflects the reputation of Tour de Cure. In taking on the responsibility and authority that comes with being a part of Tour de Cure, you are responsible for living our values and meeting the expectations outlined in the Code.

Non-compliance with or a departure from the Code may result in disciplinary action which may include termination of employment for Tour de Cure employees.

Living our Values

Our core values guide our behaviour. Representatives of Tour de Cure are a formidable force with a shared responsibility and purpose. The values we seek to represent are:

VALUE	DESCRIPTION	WHAT IT IS
Courageous	<i>We do what we say we will do and what is right</i>	<ul style="list-style-type: none"> • Challenge constructively • Communicate openly and honestly • Maintain high personal standards, taking pride in our appearance and conduct • Raise concerns and speak up where if you misconduct

Achieving	<i>We work with purpose beyond ourselves to ensure we reach our goals.</i>	<ul style="list-style-type: none"> • Be committed • Lead by example • Take accountability and responsibility • Acknowledge and appreciate the efforts of others
Respectful	<i>Our actions and words consider others first, me second</i>	<ul style="list-style-type: none"> • Maintain a safe environment free from discrimination, bullying and sexual harassment • Do not make comments that are discriminatory offensive or obscene • Handle personal and confidential information with respect and in line with legal requirements. • Take all reasonable steps to avoid conflicts of interest and report as required
Inclusive	<i>We are committed to diversity and make inclusion a priority</i>	<ul style="list-style-type: none"> • Live our values • Listen and be empathetic • Work collaboratively • Celebrate diversity and foster an inclusive environment. • Use the unique experiences, ideas, insights, skills and qualities of our diverse workforce to deliver on our purpose
Nurturing	<i>We provide honest feedback to help each other improve</i>	<ul style="list-style-type: none"> • Build trusting relationships • Support your colleagues • Encourage participation and commitment through a shared vision
Growing	<i>We measure our progress in everything we do</i>	<ul style="list-style-type: none"> • Be proactive and share your ideas • Look for new opportunities or ways to do things • Challenge each other and the organisation to improve

Expectations of our People

1. Responsibilities of our People

Our people are at the heart of Tour de Cure, working tirelessly to achieve our dream of a world without cancer. Our expectations of all our people are:

- Be aware and comply with this Code of Conduct
- Live our values at all times

- Report any act or suspected act of misconduct committed by any other employee, participant, volunteer or contractor/supplier

“When people with passion come together, we can achieve so much more.”
Tour de Cure website

2. Responsibilities of our Leaders

Leaders in our organisation are instrumental to delivering our purpose and fostering an environment that upholds the values, professional and ethical standards of Tour de Cure. We expect leaders to demonstrate these standards both individually and through the leadership of their teams. Leaders may have a formal role such as a manager or ride leader or an informal role. Your team may involve direct or indirect oversight of employees, participants, volunteers and/or contractors/suppliers.

If you are in a formal or informal leadership role, you are expected to:

- Demonstrate ethical and professional behaviour and reinforce these standards with your team
- Foster an inclusive environment with open and honest communication and use of initiative
- Take reasonable action to prevent and act against harassment, bullying and discriminatory behaviours (perceived or actual)
- Provide your team with adequate support and supervision as is appropriate to their training, experience & duties
- Encourage your team to make lawful, professional and ethical decisions, and support these decisions. Leaders are responsible for the actions and decisions of their team, especially regarding matters of integrity and ethical standards
- Acknowledge and recognise good work performed by your team
- If your team includes Tour de Cure employees; manage and support the performance and professional development of their employees. Address performance issues promptly and directly
- Demonstrate a commitment to the organisation’s policies and strategies and communicate these documents with your team
- Identify and implement improvements to policy and practices and encourage your team to do the same
- Delegate responsibility to other employees as appropriate. However, you are still accountable for the decisions and actions of those employees within the scope of the delegation
- Take action and speak up at the earliest opportunity if you believe a member of your team is not upholding the Code

3. Ethical Decision Making

Making the right decision may not always be easy as you may encounter varied and complex situations. Our people are required to take reasonable steps to make informed, ethical and lawful decisions.

Whilst legislation and organisational policies, rules and guidelines will direct or inform how to deal with certain matters, they cannot prescribe every situation or experience. It is an expectation our people will be supported by leadership, including Tour de Cure management, employees and Board members, and our people should feel free to consult with their leader to ensure compliance with Tour de Cure values, standards and policy.

4. Health and Safety

We care deeply about the safety, health and wellbeing of our people. We are all responsible for working together to make sure that anyone who works at Tour de Cure or participates in our events goes home safely. To ensure this occurs we expect our people to;

- Satisfy any medical requirements and expectations around Event participation,

- Look out for their own and others safety,
- Immediately stop any job or task which they believe is unsafe.
- Adhere to any Tour de Cure safety procedures, briefings or instructions.
- Do not use or be in possession of illicit drugs.
- Only consume alcohol in a responsible and safe manner and ensure that you meet the legal requirements of driving and/or riding on public roads as appropriate.

For more information, please see the Workplace Health and Safety policy.

5. Information Handling

Tour de Cure obtains, receives and holds to carry out its functions and to manage Events. This data and information contains confidential and personal information which must be collected, used, disclosed and managed sensitively and appropriately. You may be responsible for the appropriate collection and handling of confidential, private and sensitive information and maintaining the integrity of such information. Unless specifically authorised by law, you must not collect, access, use or disclose any information if it is not your role to collect, access, make use of or disclose the information.

6. Social Media Use

The use of social media use increases the visibility and accessibility of Tour de Cure. Our people must seek written approval prior to making public statements, about, on behalf of or to represent Tour de Cure, including through social media platforms. We encourage our people to live our values when sharing personal stories relating to our organisation on social media platforms.

7. Use of Tour de Cure Resources

Our resources including equipment, facilities and funds have been acquired to deliver on our mission and must be used appropriately for the organisation. Our people must not use Tour de Cure resources for personal use without prior written approval from your appropriate Leader. We encourage our people to live our values when using Tour de Cure resources and be conscious of using these resources in an effective manner.

How do I raise a concern?

Our integrity depends on our personal conduct and willingness to act against misconduct. You are encouraged and required to report any act or suspected act of misconduct committed by any of our people.



Anyone who discharges this duty can feel supported and protected by the organisation to ensure the right outcome is delivered.

Disciplinary Committee

Alleged acts of misconduct and any other matters are to be referred to a Disciplinary Committee, to decide what (if any) action is required in response. The Disciplinary Committee must consider all facts, and should any of these positions be conflicted from sitting on the Disciplinary Committee to hear a matter, then an available TOUR DE CURE Director shall stand in their place; even if virtually or by telephone.



Related Policies

If you have any questions about the Code, please ensure you speak with your Leader.