

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.

Last Updated March 2024

**Tour de Cure
Code of Conduct****1. Welcome to Tour de Cure**

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 form the basis for who we are and how we do things at Tour de Cure.

At Tour de Cure we refuse to fail, we won't give up. Together we will find a cure!



Bruno Maurel
Chairman

2. About our Code of Conduct

This Code of Conduct (the Code) outlines what is expected from all of us (employees, contractors and suppliers to Tour de Cure as well the participants and volunteers at our events) at Tour de Cure ('TdC').

Its everyone's responsibility to follow the Code of Conduct and do the right thing. This means not just you do the right thing but also encouraging others to do the right thing as well.

We take the Code of Conduct seriously, If you don't follow the Code of Conduct it may result in disciplinary action including termination of employment for our employees or an immediate end to participating in our events.

We also expect that you keep up to date with our Code of Conduct before participating in our events or through regular training for our employees.

3. Living our Values

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

VALUE	DESCRIPTION	BEHAVIOURS
Courageous	<i>We are bold and trusted in our quest to find a cure.</i>	<ul style="list-style-type: none"> • I do what I say I will do • I do what I think is right • I am conscientious in all that I undertake
Achieving	<i>We inspire each other to achieve great things</i>	<ul style="list-style-type: none"> • I work with purpose beyond myself • I work with effort, energy and enthusiasm • I demonstrate patience, perseverance and a can do attitude
Respectful	<i>We acknowledge the importance of our community</i>	<ul style="list-style-type: none"> • I consistently seek to understand the wider perspectives of the Tour de Cure community • I always think about how I can help members of the community • I don't wait to be asked, I offer my assistance freely
Inclusive	<i>We embrace and value all</i>	<ul style="list-style-type: none"> • I demonstrate unconditional positive regard for others • I actively listen to others to understand their perspectives • I encourage everyone to get involved with Tour de Cure
Nurturing	<i>We are a family that encourages each other</i>	<ul style="list-style-type: none"> • I start from a point of believing in others • I regularly provide positive feedback to others • I seek opportunities to help others through constructive feedback

	Growing	<i>We actively challenge ourselves to grow</i>	<ul style="list-style-type: none"> • I demonstrate vulnerability and know where I can improve • I know when to seek assistance and how to ask for it • I actively seek to grow and learn for the benefit of myself and the community 	
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4. The way we do things

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
- Always live our values
- Report any act or suspected act of misconduct and/or behaviour inconsistent with the Code of Conduct committed by any other employee, event participant, volunteer or contractor/supplier

2. Responsibilities of our Leaders

Our leaders come in different forms, they can be our Board, the managers of our employee teams or event leaders such as ride leaders. Leaders in our organisation are instrumental to delivering our purpose and fostering an environment that upholds the values and champions the Code of Conduct of Tour de Cure. As such, we expect leaders to demonstrate these expectations individually and through the leadership of their teams.

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. Treating each other with respect

Whenever working or talking about, team members, event participants or others connected with Tour de Cure, or when discussing Tour de Cure on social media you should:

- treat everyone with dignity, courtesy and respect

- not make insulting, demeaning, threatening, sexual or discriminatory comments to or about someone (even if the other person is not mentioned by name)
- not send sexual or offensive pictures or videos
- not disclose personal information about other team members or event participants
not post or share anything about team members, event participants or other people connected with Tour de Cure.

5. 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](#).

6. Information Handling

Tour de Cure obtains, receives and holds to carry out its functions and to manage events. This data and information contain 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.

For more information, please see the [Privacy policy](#).

7. 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 or 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.

8. 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 approval from your Leader and be conscious of using these resources in an appropriate manner.

5. If you have a concern

There are several different ways you can raise concerns. This includes speaking to your team leader or the Event Manager (if a participant or volunteer). If you don't feel comfortable raising concerns with them, or if the matter is more serious, contact our CEO.

6. Review

This policy will be reviewed as applicable and may be changed at the absolute discretion of Tour de Cure.

7. Related policies

- Workplace Health and Safety policy
- Privacy policy
- Social Media policy
- Disciplinary policy
- Bullying, Harassment and Anti-Discrimination policy

8. Contact for questions

Manager or CEO

9. Document Control

Revision	Date	Owner	Description of changes
20.02	2020.5.22	CEO	