

## Race Entry Terms and Conditions (applicable to the Short Route of the Cape Town Cycle Tour only)

### IMPORTANT NOTICE

Your attention is drawn in particular to clauses rendered in bold capitals in these terms. What follows is a summary for your convenience and does not form part of the agreement between you and Cape Town Cycle Tour. It is your responsibility to read the clauses referred to:

- By entering and partaking in the Cycle Tour, you agree to comply with the relevant legislation, regulations and protocols issued by the national and/or local government and/or the event organisers including those relating to severe health risks as well as any guidelines issued by local and national health authorities prior to and at the time of participating in the event (clause 4.2).
- By entering and partaking in the Cape Town Cycle Tour, you consent to your name and/or number being publicly displayed and publicised (including on the internet) in the event you are disqualified, or another sanction imposed on you (clause 5.1).
- You may be disqualified summarily or another penalty (being a monetary fine up to R1 000.00 or a time penalty) may be summarily imposed without a hearing (clause 5.2).
- Please see the Cape Town Cycle Tour Refund Policy (clause 6).
- You agree to indemnify the service providers of the Cape Town Cycle Tour from and against, any loss, damage, injury, disability, death, expense, cost or liability (clause 8.1).
- You give Cape Town Cycle Tour permission to use certain of your personal information (clause 9.1).

## 1. Cape Town Cycle Tour Entry Requirements

1.1. To partake in the Cycle Tour, riders must in the year of the event turn:

1.1.1. 11 (eleven) years old

1.2. Entrants will be required to be in possession of a valid credit card to be able to register for an entry on the Cape Town Cycle Tour website.

1.3. Communication on Cycle Tour related matters will be done by e-mail or SMS. It is each entrant's responsibility to keep their contact details up to date by contacting the organisers on [info@cycletour.co.za](mailto:info@cycletour.co.za) or by updating their details at <https://online.entries.co.za/entries/findperson.aspx?eid=855>

## 2. Cape Town Cycle Tour Rules

2.1. Every rider may only ride a human powered vehicle or an E-Bike to complete the course, subject to clause 3 below.

2.2. Every rider must ride carefully and with due regard to the safety of other cyclists, other road users and spectators.

- 2.3. Every rider must wear a bicycle helmet with the strap securely fastened under his/her chin.
- 2.4. Every rider must immediately comply with the instructions of a Cycle Tour marshal and/or a traffic officer.
- 2.5. Every rider must provide information requested by any Cycle Tour marshal immediately as it pertains to the event.
- 2.6. Every rider must keep as far to the left of the road surface as is safe having regard to the circumstances and conditions.
- 2.7. Every rider must at all times display his/her event number legibly and ensure it is pinned on to the back of his/her shirt.
- 2.8. Every rider must identify him/herself and give his/her address on request to a Cycle Tour marshal and to any other rider requesting such information after a collision or incident.
- 2.9. A rider may not ride a bicycle fitted with triathlon, time trial or "Spinachi"-type bars and the organisers reserve the right to disallow the use of certain types of bladed wheels that are considered unsafe.
- 2.10. Every rider must ride the full Cycle Tour course or retire. If a rider does not complete the full Cycle Tour course, he or she must not pass the finish or timing mats at the finish.
- 2.11. Riders are required to complete the Cycle Tour course within 3.5 (three and a half) hours to be awarded a result and finishing certificate unless the event organisers determine otherwise. This time is calculated from the time the rider crosses the start line. For riders' safety and in line with the requirements of the City of Cape Town a number of cut-off points have been established along the route. Times and locations of these cut-off points will be available on [www.capetowncycletour.com](http://www.capetowncycletour.com) prior to the event date. If riders reach a cut-off point at or after the specified time, they may not be permitted to continue on the route and the rider and his/her bicycle will be removed from the course and transported back to the finish venue. The Cape Town Cycle Tour Trust have been granted exclusive rights to utilise the course road space for the duration of the event by the City of Cape Town and until such time that the roads have been reopened by the City of Cape Town's Traffic department, the Cape Town Cycle Tour Trust will have full control of the Cycle Tour route.
- 2.12. A rider may not use a personal music system, e.g. iPod, or a radio communication device, including a cellular phone, whilst riding, except that members of professional teams may use a radio communication device if in accordance with UCI (Union Cycliste Internationale) rules and regulations which can be found at [www.cyclingsa.com](http://www.cyclingsa.com).
- 2.13. A rider must participate with the timing chip provided with their race number and shall not ride with another rider's number or timing chip.
- 2.14. A person who has entered must not give his/her number and/or timing chip to another person to use.

- 2.15. A rider may not use foul or offensive language or make offensive, indecent or inappropriate gestures.
- 2.16. A rider must wear clothing appropriate for a family event at all times.
- 2.17. A rider may not dispose of any litter along the Cycle Tour course except in refuse bins.
- 2.18. A rider may not smoke anywhere on the route during the Cycle Tour.
- 2.19. A rider may not start or attempt to start before his/her designated start time. Any rider who does so may be disqualified.
- 2.20. A rider must complete the Cycle Tour course with his/her own effort and may not receive any assistance in this regard other than drafting behind another rider or riders participating in the Cycle Tour. The Trust or its designee has the discretion to allow minor assistance by pushing but not towing. Towing is only allowed in the case of special entries for disabled riders.
- 2.21. A rider may not ride in reverse direction on the route, even after finishing.
- 2.22. A rider may not ride the Cycle Tour course a second time after finishing unless he/she has obtained the permission of the organiser and complied with all requirements for such permission.
- 2.23. A rider must provide reasonable assistance to any other rider involved in an accident while participating in the Cycle Tour.
- 2.24. A rider will be responsible to other riders for the proper control of his/her bicycle.
- 2.25. All entrants competing for podium positions and prize money should note that the regulations of Cycling South Africa and the UCI will apply for the Cape Town Cycle Tour. If you are in any doubt on any aspect of these regulations, please contact either Cycling South Africa or your provincial cycling body.
- 2.26. A rider may not participate whilst under the influence of alcohol or any drug or medication that prevents or might prevent a rider from properly controlling his/her bicycle.
- 2.27. Any rider who has been suspended or banned from participating in the current Cycle Tour for any reason may not participate in the Cycle Tour.
- 2.28. Riders in the U15 boys and U17 girls racing groups may not use performance enhancing drugs. A rider, other than a licensed rider, is not subject to anti-doping testing, except that any rider may be tested for alcohol or drugs after an accident.
- 2.29. A rider may not display on his/her bicycle, clothing and cycling equipment any writing, logo or item that is offensive or that may bring the Cycle Tour into disrepute, as determined by the Cape Town Cycle Tour Trust.
- 2.30. A rider who is informed by a Cycle Tour marshal that his/her conduct may lead to him/her being disqualified shall immediately desist from the conduct in question.
- 2.31. Any reasonable medical or emergency evacuation costs incurred on behalf of a rider by the Cycle Tour will be for the cost of the rider.

### 3. E-Bikes/ Power Assisted Bicycles

3.1. Definition: In this clause the term “e-bike” means a bicycle that has pedals as its primary mode of propulsion and an auxiliary electric motor as a form of power assistance.

3.2. Should a cyclist wish to use a power assisted (PAS) bicycle in the Cape Town Cycle Tour only a bicycle which has electricity as its auxiliary power may be ridden.

3.3. Should a rider wish to partake in the Cycle Tour by using an e-bike, such rider must select the E-bike category when completing the online entry for the Cycle Tour.

3.4. If the rider failed to register in the E-bike category, he/she will not be allowed to partake in the Cycle Tour.

3.5. Any person riding an e-bike on the Cycle Tour that has not formally entered as an E-Bike participant shall be disqualified from this and future Cycle Tours.

3.6. An e-bike may only be used by a rider in the Cycle Tour if such e-bike adheres to ALL of the following requirements:

3.6.1. it weighs less than 30 kg;

3.6.2. it looks like a bicycle and accordingly must contain pedals which serve as the principal method of propulsion;

3.6.3. the auxiliary electric motor with which it is equipped has a maximum continuous rated power of 250W (or 0.25kW);

3.6.4. the motorised assistance only engages when the rider is pedalling, progressively reduces and finally cuts off as the vehicle reaches a speed of 25 km/h or sooner (i.e. no permanently powered bicycles);

3.6.5. it is fitted with a control mechanism that limits the maximum electric powered speed on PAS (power assist) mode to 25 km/h;

3.6.6. is fitted with all the safety equipment recommended, and/or required under South African road traffic legislation, for pedal cycles.

3.7. An e-bike rider may not start or attempt to start the event before his/her designated starting time slot. Any rider who does so will be disqualified with immediate effect.

3.8. E-bike results will be marked as such in the Cycle Tour results and may not be used as seeding for other cycling events.

3.9. Riders using e-bikes will not qualify for any prize in the Cycle Tour.

3.10. The fastest time that a cyclist, using an e-bike, may complete the event is 1hr 50min. Any e-bike cyclists recording a time of less than 1hr 50min will be disqualified.

#### 4. Health and Safety Precautions and Protocols

4.1. It is each rider's sole responsibility to take the necessary precautions to protect the safety of him/herself and others, especially with regards to the spread of any viral infections, viruses, sicknesses, diseases, epidemics or pandemics (“severe health risks”), and ensuring the rider keeps the risk of infection as low as possible.

4.2. When entering and participating in the Cycle Tour, each rider agrees and undertakes to comply with any relevant legislation and regulations and protocols issued by the national and/or local government and/or the event organisers relating to severe health risks as well as any guidelines issued by local and national health authorities prior to and at the time of participating in the event.

4.3. No rider may participate in the Cycle Tour if he/she had any contact with persons confirmed or suspected of being infected with or carrying a severe health risk.

4.4. Each rider must stay updated as to the symptoms of severe health risks, as well as the risks of and how to avoid transmission for him/herself and others.

4.5. Riders should not participate in the Cycle Tour if he/she feels even slightly ill. Riders should take their temperature on the event day and not take part if his/her temperature is above normal.

## 5. Sanction for Contravention of the Rules

5.1. EVERY RIDER ENTERING THE CYCLE TOUR HEREBY IRREVOCABLY CONSENTS TO HIS/HER NAME AND/OR NUMBER BEING PUBLICLY DISPLAYED AND PUBLICISED (INCLUDING ON THE INTERNET) IN THE EVENT THAT HE/SHE IS DISQUALIFIED OR ANOTHER SANCTION IMPOSED.

5.2. A RIDER MAY BE DISQUALIFIED SUMMARILY OR ANOTHER PENALTY (BEING A MONETARY FINE UP TO R 1000.00 (ONE THOUSAND RAND) OR A TIME PENALTY OR PROHIBITION FROM PARTICIPATING IN FUTURE CYCLE TOURS) MAY BE SUMMARILY IMPOSED WITHOUT A HEARING BY ANY ONE OR MORE OF THE FOLLOWING PERSONS:

5.2.1. A trustee of the Cape Town Cycle Tour Trust;

5.2.2. Any other person authorised by the Cape Town Cycle Tour Trust.

5.3. Such summary disqualification or imposition of other penalty may be done at any time.

5.4. In the event that a rider is aggrieved by a summary disqualification he/she may request in writing to the Cape Town Cycle Tour Trust within 3 (three) days of being informed of the summary disqualification to be reinstated. Such rider may supplement such a request for reinstatement in the event of him/her receiving further information at a later time. The tribunal appointed may extend this time on good cause shown.

5.5. In the case of a penalty other than disqualification, after considering any representation that a rider may make in this regard, a trustee shall decide whether the matter should be referred to a hearing or that the penalty remains. Such decision shall be final.

5.6. A rider requesting reinstatement and a rider notified of a hearing shall provide all information and assistance reasonably requested of him or her for the purpose of investigating the request or circumstances leading to the disqualification or possible disqualification. In the event that a rider does not provide all information and assistance so requested, the tribunal may dismiss the request or disqualify the rider or impose another penalty without a hearing.

5.7. Any such request for reinstatement shall be considered by a tribunal consisting of one or more people appointed for that purpose who may:

5.7.1. Take no action;

5.7.2. Reinstate the person;

5.7.3. Order that further information be obtained.

5.7.4. Impose additional penalties including a fine of up to R1 000.00 (one thousand rand) and/or recommend to the Cape Town Cycle Tour Trust that the person shall not be eligible to partake in the Cycle Tour in future.

5.8. In addition, whether or not a rider has been summarily disqualified, the tribunal appointed for the purpose may, on notice to a rider by e-mail or other means of communication, call a hearing to determine whether a rider should be disqualified or another penalty imposed for a breach of the rules.

5.9. In the event of a disqualification, whether summary or after a hearing, a rider shall forthwith return any prize previously awarded to the rider and comply with any sanctions imposed.

5.10. The chairperson of the tribunal shall determine the procedure to be followed at any hearing, including whether a hearing shall be conducted on written evidence and representations only or also an oral hearing, and the nature of evidence (including hearsay) to be allowed. Unless special circumstances exist, formal evidence relating to information from timing mats, video footage and photographs may be presented by a written statement of an employee of the Trust or the provider of timing services for the Cycle Tour. Photographic evidence from the official photographer may be presented by a written statement of an employee of the Trust that he or she obtained the photograph from the official photographer or the website of the official photographer. Other documentary evidence may be admitted by the tribunal on production at the discretion of the tribunal, taking into account the location of the person making the statement and the cost and/or inconvenience of requiring a person to give oral evidence. The tribunal may order that a witness may give evidence by telephone or video link.

5.11. A rider will not be entitled to legal representation at such a hearing, except with the permission of the chairperson of the tribunal.

5.12. The tribunal will only disqualify or impose another penalty on a rider if a breach of the rules has been proven to the comfortable satisfaction of the tribunal bearing in mind the seriousness of the alleged conduct and the consequences of the conduct and penalty.

5.13. An appeal to the trustees of the Cape Town Cycle Tour Trust (the "Trustees") may be made in writing within 3 (three) days after the tribunal has delivered its decision. The Chairperson of the Trustees shall determine the procedure to be followed for such appeal and whether the person appealing shall be afforded an oral hearing or whether the appeal will be decided on documents.

## 6. Refund Policy

6.1. The Cape Town Cycle Tour may be cancelled or postponed due to legislation or health and safety protocols issued by the national or local government or for other extreme circumstances. In such case:

6.1.1. if the Cape Town Cycle Tour is cancelled or postponed between the date of entry and 11 December 2022, then the entrant will be refunded 90% of the entry fee (less bank charges if applicable);

6.1.2. if the Cape Town Cycle Tour is cancelled or postponed between 12 December 2022 and 11 January 2023, then the entrant will be refunded 70% of the entry fee (less bank charges if applicable);

6.1.3. if the Cape Town Cycle Tour is cancelled or postponed between 12 January 2023 and 11 February 2023 then the entrant will be refunded 50% of the entry fee (less bank charges if applicable);

6.1.4. if the Cape Town Cycle Tour is cancelled or postponed between 12 February 2023 and the day of the event, no refund will be given.

6.2. In the event of a cancellation of the Cycle Tour, it is important to note that any surplus funds generated as a result of the event will be distributed to the beneficiaries legally entitled thereto as detailed in the Cape Town Cycle Tour Trust Deed.

6.3. If riders are unable to take part in the event and wish to have their entry substituted, they may ask the substitute rider to reimburse them but, they may not ask for more than what they originally paid for their entry. The substitute rider must pay an additional entry fee. Riders must ensure that the substitute rider follows the correct substitution procedure which is found on the website. If the correct procedure is not adhered to and the substitute rider is found riding illegally, both parties could be sanctioned.

6.4. EACH PERSON ENTERING THE CAPE TOWN CYCLE TOUR UNDERSTANDS AND ACCEPTS THAT, SHOULD THE CYCLE TOUR BE CANCELLED OR DELAYED DUE TO ANY REASON OR CAUSE BEYOND THE ORGANISER'S REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOLLOWING: ACT OF GOD, STRIKES, LOCK OUTS OR OTHER INDUSTRIAL ACTION, SABOTAGE, TERRORISM, CIVIL COMMOTION, RIOTS, STRIKES, INVASION, WAR, THREAT OF OR PREPARATION FOR WAR, FIRE, EXPLOSION, STORM, FLOOD, SUBSIDENCE, EPIDEMIC OR OTHER NATURAL PHYSICAL DISASTER, INTERRUPTION OF ELECTRICITY OR WATER SUPPLY, ANY ACT OR POLICY OF ANY STATE OR GOVERNMENT OR OTHER AUTHORITY HAVING JURISDICTION OVER THE EVENT, ECONOMIC SANCTIONS, BOYCOTT OR EMBARGO, THE ENTRY FEES THAT HAVE BEEN PAID ARE NOT REFUNDABLE, UNLESS OTHERWISE AGREED TO BY THE TRUSTEES OF THE CAPE TOWN CYCLE TOUR TRUST IN WRITING AS SET OUT ABOVE.

6.5. The Cape Town Cycle Tour will take place regardless of bad weather and will only be cancelled, re-routed or stopped for reasonable safety precautions.

6.6. The organiser reserves the right to refuse any person's entry or cancel any person's entry up to the day before the Cape Town Cycle Tour. In that event the person's entry fee will be refunded.

## 7. Limitation of Liability

7.1. THIS EVENT AND A RIDER'S PARTICIPATION AND/OR ATTENDANCE ARE SUBJECT TO THE RIDER'S ACCEPTANCE OF THE CAPE TOWN CYCLE TOUR STANDARD LIMITATION OF LIABILITY AND INDEMNITY TERMS WHICH FORMS PART OF THE GENERAL TERMS AVAILABLE <https://ctcttwebdownloads.blob.core.windows.net/singledownloads/GeneralTerms.pdf>.

## 8. Third Party Indemnity

8.1. In addition to the indemnities in the General Terms, all entrants to this event agree to indemnify the following service providers or third parties from and against any loss, damage, injury, disability, death, expense, cost or liability of whatsoever nature suffered by him/her, his/her estate and/or his/her dependents which in any manner, in whole or in part, arise directly or indirectly from his/her participation in or attendance at the event or any of the activities associated therewith or incidental thereto, use of facilities and/or amenities.

8.2. The third parties being indemnified herein include, but are not limited to:

8.2.1. Provincial Government of the Western Cape

8.2.2. Provincial Government of the Western Cape Department of Transport and Public Works

8.2.3. The City of Cape Town

8.2.4. Entilini Concession (Pty) Ltd

8.2.5. Entilini Operations (Pty) Ltd

8.2.6. South African National Parks

## 9. Personal Information

9.1. ALL ENTRANTS TO THE EVENT EXPRESSLY AGREE THAT THE ORGANISERS MAY COLLECT, USE AND SHARE ENTRANTS' PERSONAL INFORMATION ON THE BASIS AS DESCRIBED IN OUR PRIVACY POLICY AVAILABLE <https://ctcttwebdownloads.blob.core.windows.net/singledownloads/PrivacyPolicy.pdf>.

## 10. Severability

10.1. If one or more of these terms are found to be unenforceable, such term shall be deemed to be severable from the remainder of the terms and the remaining terms shall in all other respects remain in full force and effect.