# **Event Entry Terms And Conditions**

- 1. Entry requirements and registration for the Old Mutual Wealth Double Century ("OMWDC")
- 1.1. To compete in the OMWDC, riders must turn at least 19 (nineteen) years in the year of the event.
- 1.2. Communication on OMWDC related matters will be done by e-mail, Whatsapp or SMS. It is each entrant's responsibility to keep their contact details up to date by contacting the organisers on info@doublecentury.co.za or by visiting this link: <a href="https://online.entries.co.za/entries/findperson.aspx?eid=3493">https://online.entries.co.za/entries/findperson.aspx?eid=3493</a>
- 1.3. Riders consent to the use of all photographic or video material pertaining to their participation in the OMWDC made by the organisers or their assignees during any activity deemed to be part of the OMWDC at any time in the present or future.
- 1.4. The organiser reserves the right to refuse any person's entry or cancel any person's entry up to the day before the OMWDC.

# 2. Health and Safety Precautions and Protocols

- 2.1. 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.
- 2.2. When entering and participating in the OMWDC, 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 at the time of competing in the event.
- 2.3. No rider may participate in the OMWDC if he/she had any contact, or suspected contact, with persons confirmed or suspected of being infected with, or carrying a severe health risk.
- 2.4. Each rider must stay updated as to the symptoms of severe health risks, as well as the risks of transmission for him/herself and others and how to avoid it.
- 2.5. The organisers will not be held liable or responsible for riders participating in OMWDC whilst being ill. Riders should not participate in the OMWDC if he/she feels even slightly ill. Riders should take his/her temperature on the event day and not compete if his/her temperature is above normal.

#### 3. OMWDC Rules

- 3.1. The OMWDC is a team event, and team members should cycle together. Teams must consist of between six and twelve members in order to obtain a team result, however a team with less than six cyclists will be allowed to start the event. The time of the sixth cyclist across the finish line will be taken as the team's official time. Team members finishing behind the sixth cyclist of that team, will receive their actual finishing time, and will be listed as finishers, provided that they finish within the cut-off time of 10 hours elapsed riding. Teams finishing with fewer than six members will not be eligible for any prizes and will receive the time of the last rider in that team.
- 3.2. All teams competing for podium positions and prize money should note that the regulations of Cycling South Africa and the UCI will apply for the OMWDC. If you are in any doubt on any aspect of these regulations, please contact either Cycling South Africa or your Provincial cycling body.
- 3.3. Each cyclist must participate with a FinishTime-issued timing chip/board/device, and shall not ride with another cyclist's number or timing chip/board/device without adhering to the substitution procedure referred to in clause 7.4 below. A person who has entered shall not give his/her number and/or FinishTime timing chip/board/device to another person to use. In the case of tandem cyclists, both cyclists must attach a FinishTime timing chip/board/device behind their saddle. Please note No authorised timing chip/board/device no ride and no result. Teams and riders will be checked for authorised timing chips/boards/devices in the line-up to the start, and no allowance for non-adherence will be given to any rider for any reason. Teams will not be allowed to start without ALL team members having a FinishTime timing chips/boards/device attached to their seat post.
- 3.4. Cyclists may not tow (be connected by means of any physical object) any fellow cyclist within his/her team or any other cyclist from another team. Cyclists of the same team may push other cyclists of the same team or hang on to fellow cyclists of the same team (using hands) but may only do so when it is safe, and does not in any way endanger themselves, the rider towing them or other riders. They must take care that their actions do not endanger any other member of the public, or events representative (e.g. marshal, emergency service personnel etc.) whilst being pushed or pushing another cyclist.
- 3.5. The team captain or representative (only one individual) must collect the team's race numbers and cyclist information on:

Tuesday, 21 November 2023 (14h00 – 19h00) Cape Town Cycle Tour Trust Offices: 65 Avenue de Mist, Rondebosch

Wednesday, 22 November 2023 (13h00 – 18h00) Chris Willemse Cycles: Shop 12C, Willowbridge North, Carl Cronje Dr, Bellville Park

Friday, 24 November 2023 (12h00 – 20h00) Swellendam Show Grounds, Swellendam

- 3.6. No registration will be done on the morning of the event.
- 3.7. Registration will be done per TEAM, and not per individual. Team captains are responsible for the collection of the race packs for the whole team and for distribution thereof to the individual team members.
- 3.8. The start times and start order will be communicated to the team captains and uploaded to the event website one week prior to the event. Starting times must be strictly adhered to. If for whatever reason, your team starts late, your race time will commence at the original start time allocated. No adjustments will be made for teams starting late.
- 3.9. Teams must present themselves for line-up in the start area on the Swellendam Show Grounds in Cooper Street, in accordance with the rider instructions that will be distributed to all participants via the electronic rider brief during the week prior to the event.
- 3.10. The neutral zone extends from the exit of Cogmanskloof (just before the R60/R62 intersection) to the Ashton Team Support Zone and ends at the end of the Team Support Zone in Zandvliet Road.
- 3.11. Cyclists will pass the timing point just before the R60/R62 intersection to "clock out". From here, they will have 40 minutes of neutral time to traverse the neutral zone and meet up with their support vehicle and refuel in the Team Support Zone.
- 3.12. No cyclist may pass the lead vehicle at any point during the race. If any cyclist does not adhere to this rule, your team will face disqualification.
- 3.13 Teams are allowed to have ONE Support vehicle per Team Support Zone only. The registration number of these vehicles must be given to the organisers by the team captain / team driver when collecting the race packs at registration. Teams will be disqualified should they have more than one vehicle per Team Support Zone, or any unofficial Support vehicles at the Support Zone or on the route.
- 3.14. PLEASE NOTE: Support vehicles may not follow their teams at any point along the route. Teams WILL face disqualification should a support driver be found in contravention of the safety rules.
- 3.15. All support vehicles must clearly display the identification signage as supplied by the organisers.
- 3.16. Cyclists who cannot continue from the Ashton Team Support Zone, must get into their support vehicle. Cyclists who cannot continue from the Bonnievale Team Support Zone, must get into their support vehicle. Cyclists who cannot continue anywhere else along the route will be collected by a sweep vehicle.
- 3.17. Every cyclist will:
- 3.17.1 Only be allowed to ride a human powered vehicle or an E-Bike to complete the course, subject to clause 4 below.
- 3.17.1. ride carefully and with due regard to the safety of other cyclists and other road users
- 3.17.2. wear a bicycle helmet with the strap securely fastened under his/her chin;

- 3.17.3. immediately comply with the instructions of the OMWDC marshals motorbike marshals and/or traffic officers. All OMWDC appointed staff will be clearly identifiable;
- 3.17.4. immediately provide the relevant information as requested by a OMWDC marshal, motorbike marshal and/or traffic officer. All OMWDC appointed staff will be clearly identifiable;
- 3.17.5. keep as far to the left of the road surface as is safe having regard for the circumstances and conditions;
- 3.17.6. at all times display his/her race number legibly and ensure it is pinned on to the back of his/her shirt. Riders are also requested to affix the number board provided to the front of the handlebars. This will assist with easy identification of teams and will help the crew to guide riders to the correct start chute on the morning of the event;
- 3.17.7. identify him/herself and give his/her personal details upon request to a OMWDC marshal, motorbike marshal and/or traffic officer, and to any other rider and/or official requesting such information after a collision or race incident;
- 3.17.8. not ride a bicycle fitted with triathlon or time trial type bars, and the organisers reserve the right to disallow the use of certain types of aerodynamic wheels that are considered unsafe;
- 3.17.9. not use a personal music system, e.g. iPod, or a radio communication device, including a cellular phone, whilst riding;
- 3.17.10. ride the full OMWDC course or retire if he/she does not complete the full OMWDC course;
- 3.17.11. not use foul or offensive language or make offensive, indecent or inappropriate gestures;
- 3.17.12. wear clothing appropriate for a family event at all times. Our minimum requirement is a cycling top, cycling pants, helmet and the appropriate footwear; 3.17.13. not dispose of any litter including water bottles, gel sachets and food along the OMWDC course except in refuse bins;
- 3.17.14. not smoke on the route during the OMWDC;
- 3.17.15. not start or attempt to start before his/her designated start group. Any cyclist who does so may be disqualified;
- 3.17.16. complete the OMWDC course with his/her own effort and shall not receive any assistance in this regard other than drafting behind or being pushed by another cyclist or cyclists of his/her own team in the OMWDC. No slipstreaming of motor vehicles, nor holding onto motor vehicles is permitted, with time penalties or possible disqualification for a team or any individual team member who slipstreams motorised vehicles;
- 3.17.17. not accept a lift in any vehicle for any part of the route, except when withdrawing from the event;
- 3.17.18. be responsible to other riders for the proper control of his/her bicycle;

- 3.17.19. provide reasonable assistance to any other cyclist involved in an accident while participating in the OMWDC;
- 3.17.20. 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;
- 3.17.21. not display on his/her bicycle, clothing and cycling equipment any writing, logo or item that is offensive or that may bring the OMWDC into disrepute, as determined by the Cape Town Cycle Tour Trust.
- 3.18. Cyclists are required to reach the OMWDC finish line in Swellendam by 16h10 or such time as determined by the event organiser. Cut-offs will also be implemented along the route. Any cyclist found on the route after the cut-off time, will face disqualification.
- 3.19. Each cyclist must complete the route within 10 hours of elapsed riding time in order to receive a result.
- 3.20. Should a cyclist be dropped from their team, he/she may ride behind another team if that team gives their permission. Such a cyclist must not interfere with the speed that this team is travelling at.
- 3.21. The N2 is dangerous with fast-moving traffic. Cyclists must therefore ride in single file within the road shoulder from Swellendam to the turn-off to Suurbraak and exercise extreme caution when overtaking.
- 3.22. TEAMS MUST STAY APART: One team may not, under any circumstances, join another team along the route and teams are required to remain apart, except when overtaking.
- 3.23. When a team overtakes another team, they must ride in single file until clear of the other team.
- 3.24. We appeal to participants to ride no more than two abreast, in order to assist with the easy flow of traffic.
- 3.25. A cyclist who is informed by a OMWDC marshal that his/her conduct may lead to him/her being disqualified shall immediately report to the organiser's office when completing the course.
- 3.26. Any reasonable medical or emergency evacuation costs incurred on behalf of a cyclist by the OMWDC will be for the cost of the cyclist.
- 3.27. Team categories will be determined by the first six (6) cyclists from each team that crosses the finish line, and not according to the way the team is entered. Categories for the 2023 OMWDC will be Open, Mixed, Women and Tandem.
- 3.28. Categories for the 2023 Old Mutual Wealth Double Century are as follows:
- 3.29. **Open Category** A team consisting of all conventional bike cyclists and does not fit one of the other classifications.
- 3.30. **Mixed Category** At least three (3) women must finish within the first six (6) cyclists of this team. Failing to do so will result in this team being classified as an Open Team. This requirement only applies at the finish line and not at the intermediate Support Zones.

- 3.31. **Women's Category** An all-women team having anywhere between six (6) and twelve (12) female cyclists.
- 3.32. **Tandem Category** All team members must be on tandems with no conventional bikes. Teams with conventional bikes and tandems combined will be given an official time, with an Open Team classification, but will not be eligible for any team prizes. (Only if there are more than five (5) teams participating as Tandem Teams, will prize money be awarded for this category).

#### 4. E-Bikes

- 4.1. In this clause the term "E-Bike" means a bicycle that can be powered by electricity as well as propelled by pedals.
- 4.2. Should a rider wish to compete in the OMWDC by using an E-Bike, such rider must select the E-Bike category when completing the online entry for the OMWDC. If the rider failed to register in the E-Bike category, he/she will not be allowed to compete in the OMWDC.
- 4.3. An E-Bike may only be used by a rider in the OMWDC if such E-Bike adheres to ALL of the following requirements:
- 4.3.1. it weighs less than 40 kg;
- 4.3.2. it looks like a bicycle and accordingly must contain pedals which serve as the principal method of propulsion;
- 4.3.3. it is equipped with an auxiliary electric motor that has a maximum continuous rated power of 250W or 0.25kW;
- 4.3.4. the motorised assistance that 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);
- 4.3.5. it is fitted with a control mechanism that limits the maximum electric powered speed (on PAS mode) to 25 km/h;
- 4.3.6. is fitted with all the safety equipment recommended, and/or required under South African road traffic legislation, for normal pedal bicycles.
- 4.4. The rider of an E-Bike must still comply with the relevant South African road traffic legislation which requires, among others, that a rider must, at all times, wear a bicycle helmet.
- 4.5. An E-Bike rider may not start or attempt to start the race before his/her designated start group. Any rider who does so will be disqualified with immediate effect.
- 4.6. An E-bike rider may not push any other participant or allow them to hang on and be pulled, irrespective of team affiliation.
- 4.7. Teams with riders competing on E-Bikes will not qualify for any prize in the OMWDC.

# 5. Feeding Stations, Refreshment Stations and Team Support Zones

## 5.1. Team Support Zones:

Cyclists may only feed from their stationary support vehicle at the two designated Team Support Zones (Ashton and Bonnievale).

#### 5.2. Refreshment Stations:

Top of Tradouw Pass (32km)

Top of Op de Tradouw Pass (65km)

On the corner just before Rooibrug on the R317 (145km)

Drew, just after the low level bridge over the Breede River (176km)

#### 6. Sanction for the contravention of the rules

- 6.1. Every cyclist entering the OMWDC consents to his/her name and/or race number being publicly displayed and publicised (including on the internet) in the event that he/she is disqualified.
- 6.2. A cyclist may be disqualified summarily without a hearing by the protest panel, the Race Director or Chief Commissaire.
- 6.3. Such summary disqualification may be done immediately or after the finish of the OMWDC, but no later than 10 (ten) working days after the event.
- 6.4. In the event that a cyclist is aggrieved by a summary disqualification he/she may request in writing to the protest panel 60 minutes after being informed of the summary disqualification, but no later than 17h00 on Race Day, to be reinstated. Such a cyclist may supplement such a request for reinstatement in the event of him/her receiving further information at a later time. The protest panel appointed may extend this time on good cause shown.
- 6.5. Any such request for reinstatement shall be considered by a protest panel consisting of one or more people appointed for that purpose who may:
- 6.5.1. Take no action;
- 6.5.2. Reinstate the person or team;
- 6.5.3. Order that further information be obtained; or
- 6.5.4. 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 or team shall not be eligible to compete in the OMWDC in future.
- 6.6. In addition, whether or not a cyclist or team has been summarily disqualified, the protest panel appointed for the purpose may, on notice to a cyclist by e-mail or other means of communication, call a hearing to determine whether a cyclist should be disqualified, or another penalty imposed for a breach of the rules.
- 6.7. In the event of a disqualification, whether summary or after a hearing, a cyclist or team shall forthwith return any prize previously awarded to the team and comply with any sanctions imposed.
- 6.8. The chairperson of the protest panel 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. A cyclist shall not be entitled to legal representation at such a hearing, except with the permission of the chairperson of the protest panel. The protest panel shall make decisions on a balance of probabilities.

- 6.9. An appeal to the Trustees of the Cape Town Cycle Tour Trust (the "Trustees") may be made in writing within three (3) days after the protest panel has delivered its decision. The Chairperson of the Trustees shall determine the procedure to be followed for such appeal.
- 6.10. Notwithstanding in other provision in these rules, protests related to racing categories, that may affect the outcome of prize category winners must be lodged to the Race Director within 30 minutes of the 6th cyclist of the team finishing, in writing, by no later than 14h00 on the day of the event. The protesting team will need to pay a R200 protest fee, which will be refunded, should the team's protest be successful. Protests must officially be lodged at Swellendam Show Grounds to the Chief Commissaire.6.11. Based on the information provided the protest panel will decide to accept or reject the protest until such time that they feel there is enough information to carefully consider the protest, if at all.
- 6.12. Medal presentation will not occur if the protests have not been finalised. However, the protest panel will endeavour to make a decision before prize announcement, whose decision will be final.
- 6.13. General objections & protests: Protests related to general infringements must be lodged to the Race Director within 30 minutes of the cyclist or team finishing, in writing, by no later than 16h00 on the day of the event.
- 6.14. Cyclists, or teams, that may be seen as transgressing, will be issued with a warning. Any of these teams are required to report to the protest panel after your team has completed the event. Failure to report to the protest panel may result in action taken against your team, and no appeal will be considered. Team captains need to be contactable for the week after the OMWDC.

# 7. Prizes & Prize giving

- 7.1. There will be prizes awarded and a prize giving ceremony for the 2023 edition of the OMWDC
- 7.2 Teams with riders competing on E-Bikes will not qualify for any prizes.

# 8. Refund Policy

- 8.1. Except under the conditions described in this clause, all entry fees for the OMWDC are non-refundable and non-transferable under all circumstances, including, but not limited to, cancellation of the OMWDC or of the rider's participation, or change in the date, nature, or format of the OMWDC.
- 8.2. The OMWDC will take place regardless of bad weather and will only be cancelled, re-routed or stopped for reasons of the safety of riders. In this unlikely event, entry fees are not refundable.
- 8.3. The team entry fee will not be refunded if the team is unable to participate in the OMWDC. Should the team find another team to replace them, this change will

be implemented free of charge until 6 November 2023. Should the withdrawing team wish to sell their team entry, they may not sell it for more than what they originally paid for it.

- 8.4. If entrants are unable to take part in the event and wish to have their entry substituted, their entry may be substituted at no charge using the online management system, until 6 November 2023. After the substitution closing date, any additions to the team and any substitute rider must pay a substitution fee of R200. The team captain must ensure that the substitute rider follows the correct substitution procedure which is found at <a href="https://doublecentury.co.za/before-the-race/race-pack-and-number-collection/">https://doublecentury.co.za/before-the-race/race-pack-and-number-collection/</a>. If the correct procedure is not adhered to and the substitute rider is found riding illegally, the entire team will be disqualified outright and could be sanctioned. The onus is on the team captain to notify the Events Office of any substitutions. No rider may be changed (substituted) on the day of the event. This needs to be done at the registration venues provided.
- 8.5. IN THE EVENT OF A SUBSTITUTION, THE TEAM CAPTAIN WILL ACCEPT THESE TERMS AND CONDITIONS, AND ANY OTHER RELEVANT TERMS OR POLICIES RELATING TO THE OMWDC, ON BEHALF OF THE SUBSTITUTING RIDER AND WILL INDEMNIFY THE ORGANISER OF THE OMWDC, AND ALL OF ITS AFFILIATES, FROM ANY LIABILITY THAT MAY ARISE DUE TO SUCH SUBSTITUTING RIDER'S PARTICIPATION IN THE EVENT. IT REMAINS THE RESPONSIBILITY OF THE TEAM CAPTAIN TO ENSURE SUCH SUBSTITUTING RIDER IS MADE AWARE OF THESE TERMS AND HAVE THE RIDER ACCEPT SAME AND THE REQUIRED INDEMNITY.
- 8.6. The OMWDC may be cancelled, postponed or changed due to legislation or health and safety protocols issued by the national or local government. In such case:
- 8.6.1. if the OMWDC is cancelled, postponed or changed within two (2) weeks from date of entry, the team will be refunded 90% of the entry fee (less bank charges); 8.6.2. if the OMWDC is cancelled, postponed or changed up until three (3) days before the event day, the team will be refunded 75% of the entry fee (less bank charges);
- 8.6.3. if the OMWDC is cancelled, postponed or changed within three (3) days before the event day, the team will be refunded 50% of the entry fee (less bank charges);
- 8.6.4. if the OMWDC is cancelled, postponed or changed on the day of the event, no refund will be given to a team.
- 9. Old Mutual Wealth Double Century road conditions
  9.1. BY ENTERING THE EVENT, ALL RIDERS ACCEPT THAT THEY ARE AWARE OF
  THE POTENTIAL OF ROAD WORKS THAT MAY AFFECT THE ROUTE, AS WELL AS
  THE POTENTIAL MEASURES THAT MAY BE IMPLEMENTED TO ENSURE THE
  SAFETY OF THE PARTICIPANTS.

- 9.2. Each rider accepts that he/she participates in the OMWDC at his/her own risk and acknowledges that the organiser cannot manage all potential risks, even foreseen ones, otherwise it would not be feasible to organise the OMWDC.
- 9.3. THE RIDER THEREFORE UNDERSTANDS AND ACKNOWLEDGES THAT THERE ARE RISKS AND HAZARDS ASSOCIATED WITH EVENTS OF THIS NATURE AND THAT THE POSSIBLE EFFECTS OF THESE RISKS CAN RANGE FROM MINOR INJURIES TO SEVERE INJURIES TO DEATH, AND IN RELATION TO A RIDER'S PROPERTY CAN RANGE FROM MINOR DAMAGE TO SEVERE DAMAGE TO COMPLETE DESTRUCTION OR LOSS.

### 10. Limitation of Liability and Indemnity

- 10.1. This limitation of liability and indemnity applies to all participants and is in favour of the organisers and other parties that may be indicated. It does not matter who or how a rider entered for the OMWDC.
- 10.2. Each entrant warrants that he or she has not been suspended or banned from participating in the OMWDC or associated events.
- 10.3. Each riders understands and acknowledges that he/she enters and/or participates in the OMWDC entirely at his/her own risk and each rider is obliged to strictly adhere to all applicable rules, directives and instructions of the organisers.
- 10.4. TO THE EXTENT PERMISSIBLE BY LAW, EACH RIDER ACCEPTS THAT THE ORGANISER, ITS AFFILIATES AND STAKEHOLDERS (HEREINAFTER REFERRED TO AS ENTITIES) ACCEPT NO RESPONSIBILITY OR LIABILITY FOR AND AGREES TO INDEMNIFY THESE ENTITIES FROM AND AGAINST ANY LOSS, DAMAGE, INJURY, DISABILITY, DEATH, EXPENSE, COST OR LIABILITY OF WHATSOEVER NATURE SUFFERED BY THE RIDER, 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 THE OMWDC OR ANY OF THE ACTIVITIES ASSOCIATED THEREWITH OR INCIDENTAL THERETO, USE OF FACILITIES AND/OR AMENITIES OR BY REASON OF DEFECTIVE MATERIAL OR EQUIPMENT OR BY WAY OF ANY HUMAN OR MECHANICAL ERROR, DEFAULT OR FAILURE OR FROM ANY OTHER CAUSE WHATSOEVER.
- 10.5. THE ORGANISERS DO NOT UNDER ANY CIRCUMSTANCES ACCEPT LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR AGGRAVATED DAMAGE.
- 10.6. THE OMWDC IS ORGANISED ON A REASONABLE EFFORT BASIS AND ALL WARRANTIES AS TO THE QUALITY OF THE OMWDC ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMISSIBLE AT LAW.
- 10.7. The content of the limitation of liability and indemnity must be interpreted to the extent necessary to ensure compliance with the consumer protection act 68 of 2008. If a court finds that any part of this limitation of liability and indemnity is void such finding will only apply to that part and the rest will remain valid and binding.

# 11. Severability

11.1. 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.

BY ENTERING ONLINE OR STARTING THE EVENT, I CONFIRM THAT I UNDERSTAND THE ABOVE INFORMATION AND I HAVE EXERCISED MY CHOICE VOLUNTARILY AND THE CLAUSES AS INDICATED IN BOLD AND CAPS, HAVE BEEN DRAWN TO MY ATTENTION AND THAT I HAVE HAD ADEQUATE OPPORTUNITY TO READ AND UNDERSTAND THE TERMS AND CONDITIONS AND THAT I UNDERSTAND AND AGREE TO BE BOUND BY THEM.