

# **Entry Terms and Conditions**

## **Old Hermon Gravel Ride (“Old Hermon”)**

### **1. Old Hermon Entry Requirements**

To take part in the Old Hermon Gravel Ride, the following minimum age restrictions apply:

- 1.1.1 turning 12 (twelve) years old in the current year to compete in the 22km event; or
- 1.1.2 turning 14 (fourteen) years old in the current year to compete in the 45km event; or
- 1.1.3 turning 16 (sixteen) years old in the current year to compete in the 82km event.

1.2. No entrants below the age of 12 (twelve) years will be allowed to compete in any distances under any circumstances.

1.3 The organiser reserves the right to refuse any person’s entry or cancel any person’s entry up to the day before the Old Hermon.

1.4 Entrants will be required to be in possession of a valid credit card to be able to register for an entry on the website.

1.5 Communication on Old Hermon 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 either contacting the organisers on [info@oldhermon.co.za](mailto:info@oldhermon.co.za) or preferably, by updating their details at

<https://online.entries.co.za/entries/findperson.aspx?eid=855>.

### **2. Old Hermon Rules**

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

2.2. An entrant 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.

2.3. Only bikes in good, safe working order, will be allowed to start the event. Unprotected sharp bar ends, in-operative brakes, etc will not be permitted.

2.4. Maintenance of the bicycles used in the race is the responsibility of each entrant and the Event Organiser reserves the right to insist that an entrant repair or attend to a bicycle should the Event Organiser be of the opinion that it is unsafe or dangerous.

2.5. Entrants may not change their bike or frame of their bicycle during the race without the permission of the Event Organiser. Change of a frame will only be allowed in the case of a warranty breakage.

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

- 2.7. Every entrant must wear a bicycle helmet with the strap securely fastened under his/her chin.
- 2.8. Every entrant must immediately comply with the instructions of an Old Hermon marshal and/or a traffic officer.
- 2.9. Every entrant must provide information requested by any Old Hermon marshal immediately as it pertains to the event.
- 2.10. Every entrant must at all times display his/her event number legibly and ensure it is securely attached to the handlebars of their bicycle.
- 2.11. Every entrant must identify him/herself and give his/her address on request to an Old Hermon marshal and to any other entrant requesting such information after a collision or incident.
- 2.12. Every entrant must ride the full Old Hermon course or retire. If an entrant does not complete the full Old Hermon course, he or she must not pass the finish or timing mats at the finish.
- 2.13. An entrant may not use a personal music system, e.g. iPod, or a radio communication device, including a cellular phone, whilst riding.
- 2.14. An entrant must participate with a FinishTime MTB timing board and shall not ride with another entrant's number or FinishTime timing board.
- 2.15. A person who has entered must not give his/her number and/or FinishTime timing board to another person to use.
- 2.16. An entrant may not use foul or offensive language or make offensive, indecent or inappropriate gestures.
- 2.17. An entrant must wear clothing appropriate for a family event at all times.
- 2.18. An entrant may not dispose of any litter along the Old Hermon course except in refuse bins.
- 2.19. An entrant may not smoke anywhere on the route during the Old Hermon.
- 2.20. An entrant may not start or attempt to start before his/her designated start time. Any entrant who does so may be disqualified.
- 2.21. An entrant must complete the Old Hermon course with his/her own effort and may not receive any assistance in this regard other than drafting behind another entrant or entrants participating in the Old Hermon. The Cape Town Cycle Tour 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 entrants.
- 2.22. An entrant may not ride in reverse direction on the route, even after finishing.
- 2.23. An entrant may not ride the Old Hermon course a second time.
- 2.24. An entrant must provide reasonable assistance to any other entrant involved in an accident while participating in the Old Hermon.
- 2.25. An entrant will be responsible to other entrants for the proper control of his/her bicycle.

- 2.26. An entrant may not participate whilst under the influence of alcohol or any drug or medication that prevents or might prevent an entrant from properly controlling his/her bicycle.
- 2.27. Entrants with a UCI-recognised licence may not use performance enhancing drugs. An entrant, other than a licensed rider, is not subject to anti-doping testing, except that any entrant may be tested for alcohol or drugs after an accident.
- 2.28. An entrant may not display on his/her bicycle, clothing and cycling equipment any writing, logo or item that is offensive or that may bring the Old Hermon into disrepute, as determined by the Cape Town Cycle Tour Trust.
- 2.29. An entrant who is informed by an Old Hermon marshal that his/her conduct may lead to him/her being disqualified shall immediately desist from the conduct in question.
- 2.30. Any reasonable medical or emergency evacuation costs incurred on behalf of an entrant by the Old Hermon will be for the cost of the entrant.

### **3. E-Bikes**

- 3.1. In this clause the term "E-Bike" means a bicycle that can be powered by electricity as well as propelled by pedals.
- 3.2. Should an entrant wish to take part in the Old Hermon by using an E-Bike, such entrant must select the E-Bike category when completing the online entry for the Old Hermon. If the entrant failed to register in the E-Bike category, he/she will not be allowed to take part in the Old Hermon.
- 3.3. Any person riding an E-Bike in the Old Hermon that has not formally entered as an E-Bike participant may be disqualified from this and future Old Hermon events.
- 3.4. An E-Bike may only be used by an entrant in the Old Hermon if such E-Bike adheres to ALL of the following requirements:
  - 3.4.1. it weighs less than 40 kg.
  - 3.4.2. it looks like a bicycle and accordingly must contain pedals which serve as the principal method of propulsion.
  - 3.4.3. the auxiliary electric motor with which it is equipped has a maximum continuous rated power of 250W or 0.25kW.
  - 3.4.4. the motorised assistance only engages when the entrant 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).
  - 3.4.5. it is fitted with a control mechanism that limits the maximum electric powered speed (on PAS mode) to 25 km/h.
  - 3.4.6. is fitted with all the safety equipment recommended, and/or required under South African road traffic legislation, for normal pedal bicycles.

- 3.5. The entrant of an E-Bike must still comply with the relevant South African road traffic legislation which requires, among others, that an entrant must, at all times, wear a bicycle helmet.
- 3.6. An E-Bike entrant may not start or attempt to start the event before his/her designated starting time slot. Any entrant who does so may be disqualified with immediate effect.
- 3.7. E-Bike results will be marked as such in FinishTime results and may not be used for seeding for other cycling events.
- 3.8. An E-Bike entrant may not deliberately provide a slipstream to other participants. Any entrant doing so and any entrant using the slipstream may be disqualified with immediate effect.

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

- 4.1. It is each entrant'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 entrant keeps the risk of infection as low as possible.
- 4.2. When entering and participating in the Old Hermon, each entrant 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 entrant may participate in the Old Hermon if he/she had any contact with persons confirmed or suspected of being infected with or carrying a severe health risk.
- 4.4. Each entrant 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. Entrants should not participate in the Old Hermon if he/she feels even slightly ill. Entrants 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 entrant entering Old Hermon 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. An entrant may be disqualified summarily or another penalty (being a monetary fine up to R1000.00 (one thousand rand) or a time penalty or prohibition from participating in future Old Hermons) 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 an entrant 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 entrant 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 an entrant 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. An entrant requesting reinstatement and an entrant 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 an entrant does not provide all information and assistance so requested, the tribunal may dismiss the request or disqualify the entrant 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. Reinstatement the entrant.
  - 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 entrant shall not be eligible to partake in the Old Hermon in future.
- 5.8. In addition, whether or not an entrant has been summarily disqualified, the tribunal appointed for the purpose may, on notice to an entrant by e-mail or other means of communication, call a hearing to determine whether an entrant 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, an entrant shall forthwith return any prize previously awarded to the entrant 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 Cape Town Cycle Tour Trust or the provider of timing services for the Old Hermon. Photographic evidence from the official photographer may be presented by a written statement of an employee of the Cape Town Cycle Tour 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. An entrant 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 an entrant 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 Board of the Cape Town Cycle Tour Trust shall determine the procedure to be followed for such appeal and whether the entrant appealing shall be afforded an oral hearing or whether the appeal will be decided on documents.

## **6. Refund Policy**

- 6.1. The Old Hermon 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 Old Hermon is cancelled or postponed between the date of entry and 30 July 2024, then the entrant will be refunded 75% of the entry fee (less bank charges if applicable);
  - 6.1.2. if the Old Hermon is cancelled or postponed between 31 July and 13 August 2024, then the entrant will be refunded 25% of the entry fee (less bank charges if applicable);
  - 6.1.3. if the Old Hermon is cancelled or postponed between 14 August 2024 and the day of the event, no refund will be given.
- 6.2. In the event of a cancellation of the Old Hermon, 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 entrants are unable to take part in the event and wish to have their entry substituted, they may ask the substitute entrant to reimburse them but, they may not ask for more than what they originally paid for their entry. The substitute entrant must pay an additional Administration Fee. Entrants must ensure that the substitute entrant follows the correct substitution procedure which is found on the website. If the correct procedure is not adhered to and the substitute entrant is found riding illegally, both parties could be sanctioned.
- 6.4. Each person entering the Old Hermon understands and accepts that, should the Old Hermon 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 Old Hermon 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 Old Hermon. In that event the person's entry fee will be refunded.

## **7. Limitation of Liability**

- 7.1. This event and an entrants' participation and/or attendance are subject to the entrants' acceptance of the Old Hermon Standard Limitation of Liability and Indemnity terms which forms part of the general terms available at

<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 Department of Transport and Public Works

8.2.2. Drakenstein Municipality

8.2.3. Welbedacht Schalk Burger Wines and/or it's owners or employees.

## **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 at

<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.

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