

## Mercer SuperCycle 2021 – Support Crew Agreement, Acknowledgements, Release and Indemnity

By registering your expression of interest online to participate as a volunteer member of the support crew in the Mercer SuperCycle 2021 ride (**event**), you are deemed to have agreed and acknowledged as follows in the event that your expression of interest is accepted and you are registered as a member of the support crew:

- (a) You acknowledge that you have read, understood and agree to comply with the Terms and Conditions of Registration (set out below) (**T&Cs**) and the Fundraising Guidelines (available at [www.supercycle.org.au](http://www.supercycle.org.au)).
- (b) You agree to comply with the Support Crew Guide (**Support Crew Guide**), which will be published on [www.supercycle.org.au](http://www.supercycle.org.au) prior to the event, as well as any other policies and procedures in connection with the event that are notified by SuperCycle Incorporated (ABN 25 655 083 274) (**us, our, we**) or our representatives.
- (c) You agree to satisfy the minimum fundraising and training requirements (as applicable) set out in the T&Cs, and that your participation in the event is conditional on satisfying those requirements. You will not be entitled to a refund of any donations if you do not participate in the event for any reason.
- (d) We will organise and may invite you to be involved in scheduled training rides in the lead-up to the event (**Training Rides**).
- (e) You are aware that participation in the event and the Training Rides involves travelling on public roads used by other traffic. You are aware of the hazards involved, and agree to obey all applicable road rules and all other relevant legislation and regulations at all times.
- (f) You acknowledge that you will not participate in the event or any Training Ride unless you are in good health. You are not suffering from any disability, impairment or ailment that will prevent you from safely participating in the event or any Training Ride, or that will be detrimental to your health, safety or physical condition, or that of others, while participating in the event or any Training Ride. You agree to notify us promptly upon becoming aware that you are suffering from (or may be suffering from) any such disability, impairment, ailment or other medical condition.
- (g) You acknowledge that we strongly recommend all support crew participants consider taking out and maintaining ambulance cover, and take out cover for any accessories plus public liability insurance.
- (h) You consent to the publication of any photographs and video taken of you during the event and the Training Rides and those being used by us, our sponsors and The Hospital Research Foundation Inc. (**THRF**) for marketing and related purposes.
- (i) You consent to your personal information disclosed in the expression of interest process, and otherwise in connection with your participation in the event and Training Rides, being collected and retained by us, disclosed to THRF, our sponsors, suppliers, support crew and service providers, and being used for the purposes of conducting the event and Training Rides and for marketing future events to you.
- (j) You agree that your email address and telephone number can be distributed to other registered riders and support crew to use for organisation (including the organisation of Training Rides), logistics and associated communications purposes.
- (k) You agree to comply with any reasonable directions given to you by the event director, lead support crew member and our other representatives, throughout (and in the lead-up to) the event and Training Rides.
- (l) You accept all risks associated with your participation in the event and the Training Rides and to the extent permitted by law you unconditionally release and indemnify us, our officers and members, and all event and Training Ride volunteers and support crew, from any and all claims or liability arising in any way from your participation in the event or the Training Rides, including without limitation claims or liability in respect of personal injury, death or property damage arising as a result of any negligent act or omission of us, our officers or members, event and Training Ride volunteers and support crew or any other person. This release and indemnity continues forever and binds you and your heirs, executors, administrators, personal representatives and permitted assigns and substitutes.

---

### Mercer SuperCycle 2021 – Support Crew Terms and Conditions of Registration

#### The event

1. The Mercer SuperCycle 2021 event (**event**) is owned and organised by SuperCycle Incorporated (ABN 25 655 083 274) (**us, our, we**).
2. The objectives of the event are to engage the community and raise funds for The Hospital Research Foundation Inc. (**THRF**), and other charitable causes via THRF.
3. The event will be held in South Australia on the dates set out in the schedule to this document (**schedule**). Available categories of support crew registration are described in the schedule. Registered support crew will be notified of the start time and any changes in dates. The pelotons will finish in (or near) Adelaide at the end of the seventh day (those support crew members who are registered for the full seven-day ride). Support crew members who are registered for other than the full 7 days will need to make their own transport arrangements to the first day and from the end of the last day of their participation.

#### Registration

4. Support crew member places will not be confirmed until all expressions of interest have been processed, and required support

crew skills, experience and qualification coverage has been determined by us. We expect this to be in December 2020.

5. We reserve the right, in our absolute discretion, to accept or decline any expression of interest from a prospective member of the support crew.
6. Available places for support crew for the event are strictly limited (and dependent on rider registration numbers), and expressions of interest close at 5:00pm (Adelaide time) on 30th November 2020 (unless all available places are taken earlier). We will notify you by 31 December 2020 whether a support crew position in the event is available for you. At that time, if a place is available and your expression of interest is accepted, you will be registered as a member of the support crew.

#### Fundraising requirements

7. By registering your expression of interest for the event, you agree that, if you are registered as a member of the support crew, you will be required to raise at least \$500 in donations to THRF.
8. On confirmation of registration as a member of the support crew, you will be authorised to fundraise for the event on behalf of THRF.
9. Your donations must be received in full by THRF by 5:00pm (Adelaide time) on 8th March 2021.
10. Eligibility to participate as support crew in the event is conditional on the fundraising requirements described in this section being

satisfied. If you do not meet those requirements, you may be ineligible to participate in the event.

11. All fundraising donations must be made through your personalised page at ([www.supercycle.org.au](http://www.supercycle.org.au)).
12. THRF is a deductible gift recipient and donations over \$2.00 will be tax deductible to the donor.
13. Donations will not be refunded in any circumstances, including where you are unable to participate in the event for any reason or the event is cancelled.

#### Accommodation

14. Accommodation will be provided on a share basis.
15. We will try to arrange shared accommodation arrangements in accordance with preferences in your expression of interest. Where no preference is indicated, we will allocate another support crew member or participant of the same gender to share accommodation with you.

#### General conditions

16. We reserve the right to remove any persons (including support crew) from the event (including prior to the event) where we consider it necessary or appropriate to do so for health, safety or other reasons.
17. By registering your expression of interest for the event, you agree that, if you are registered as a member of the support crew, you will be required to attend scheduled training and information sessions in the lead-up to the event and satisfactorily complete the online safety questionnaires sent to you prior to the event, to ensure you are well equipped for your role as a member of the support crew.
18. You must wear an official event support crew shirt/high-visibility vest at all times during the event (unless we specifically approve otherwise). We will arrange support vehicles for the duration of the event (including for the transport of your reasonable personal effects).

#### Route

19. The event route will appear at ([www.supercycle.org.au](http://www.supercycle.org.au)).
20. We reserve the right to change the event route (including proposed stops and accommodation and meal venues) at any time in our absolute discretion.

#### Communications and changes

21. All communications for the event and training rides will be made by email or SMS to the email address or mobile telephone number nominated in your expression of interest. It is your responsibility to provide a valid email address and mobile telephone number in your expression of interest, and to notify us of any change in address and other contact details (including emergency contact details) in the lead-up to the event. We can be contacted by email at the following address: [supercycle@hospitalresearch.com.au](mailto:supercycle@hospitalresearch.com.au). You should also regularly monitor the website ([www.supercycle.org.au](http://www.supercycle.org.au)) for updates and information released in the lead-up to the event.
22. We may amend the Ride Rules or the Support Crew Guide from time to time and any such changes will be communicated to you in writing if you are registered as a member of the support crew for the event.

#### Cancellation and re-scheduling

23. We reserve the right to change (including changing the route and accommodation arrangements), re-schedule or cancel the event (even after its commencement) because of unforeseen events or circumstances beyond our control (including without limitation extreme weather, road conditions or other local conditions). We will use our best endeavours to change or re-schedule where possible, rather than cancelling the event.
24. Any donations raised for THRF will not be refundable in the event of changes, re-scheduling or cancellation of the event.

#### Liability

25. Except as provided in this section:
  - a. we make no warranty or representation;
  - b. to the full extent permitted by law, we exclude and disclaim all express, implied and statutory warranties and conditions howsoever made, implied or arising.
26. Legislation may imply warranties, conditions or guarantees or impose obligations upon us which cannot be excluded, restricted or modified or can only be excluded, restricted or modified to a limited extent. This document must be read subject to those limitations. If those limitations apply, to the extent permitted, our liability will be limited, at our option, to:
  - a. in relation to the supply of goods:
    - i. replacement of the goods or the supply of equivalent goods;
    - ii. repair of the goods;
    - iii. payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - iv. payment of the cost of having goods repaired.
  - b. in relation to the supply of services:
    - i. to the supplying of the services again; or
    - ii. the payment of the cost of having the services supplied again.

#### Intellectual property

27. All intellectual property rights embodied in or arising in connection with the event vests in and is the sole property of us and our suppliers. Nothing in our dealings with you will confer any express or implied right on you in relation to any of our or our suppliers' intellectual property.

#### Severability

28. If any provision of this document is declared or found to be void, illegal, invalid or unenforceable, then such provision will be stricken or modified to the extent necessary to make it legal, valid, and enforceable while preserving the parties' original intent to the maximum extent possible.

#### Governing law

29. This document is governed by the law of South Australia.

#### Schedule

Available categories of support crew participation:

Number of Days of Participation	Dates	Minimum Fundraising (per support crew member)
7	20 <sup>th</sup> – 26 <sup>th</sup> March 2021	\$500
2	20 <sup>th</sup> – 21 <sup>st</sup> March 2021	\$500