



## Hillside Outside 2021 – Terms and Conditions | Cycle Law Scotland Skinny Tweed | Sunday 13th June 2021

Please retain these terms and conditions for future reference:

### REGISTRATION/ENTRY

- \* This agreement starts with the entry.
- \* By using the system to register your details and enter this event you consent to the conditions described below:
- \* You must be at least 16 years old to use this entry system. You may only use the system for registering your own details and for those of other friends, family and club mates who have granted their permission.
- \* If registering a person under 16 years of age you must obtain permission from the parent or legal guardian of the person you are registering.
- \* Entries will be taken online and will be given on a first come first served basis.
- \* Please bring an electronic copy of your entry confirmation with you on the day (for sign-on.) All riders must sign on before the race - full event description and important riders information will be emailed directly to riders prior to the event. Racers under age of 16 must be signed on by their parent, or other legal guardian. If the registered starter cannot attend the race, they have no right to reclaim the registration fee. No rider may use another rider's event number.
- \* When entering an event we ask for each person's name, date of birth, gender and for any other details required by the event. When entering events on behalf of other people you must obtain their permission to provide this data.

### REFUND POLICY

- \* If for any reason you are unable to attend the event, refunds will be available on request as follows:
  - o 2 months prior to event date | 75% refund
  - o 1- 2 months prior to event date | 50% refund
  - o Less than 1 month prior to event date | No refund

### CANCELLATION

- \* If the safety of riders and staff becomes an issue we may have to cancel an event, or if we have to cancel the event for reasons outwith our control. This will be announced on our website as soon as possible before the event, and riders will receive a refund minus an admin fee.
- \* If a race is cancelled due to adverse or dangerous conditions any time after 72 hours prior to the start of the event we will refund a percentage of the entry fee taking in account any outlaid costs.
- \* The event will take place regardless of bad weather, unless the organisers deem there is a safety concern. If the event is stopped or re-routed for reasons of safety on the day, there will be no refund available.

### NUMBER BOARDS

- \* Every rider will get a number board or race bib. This must be fixed in front of the handlebar or as instructed in event information and should be readable throughout the event.

### BIKES, SAFETY, COURTESY, COMMON SENSE

- \* This event is mostly on quiet roads, but they are NOT closed to vehicles. Signage will be in place along the entire course warning traffic of the event, but riders are always responsible for their own safety.



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- \* You must follow the Highway Code at all times.
- \* Every rider is responsible for their bike and equipment. The condition, quality and construction should be suitable to ensure the safety of yourself, other riders or other persons.
- \* Helmets are compulsory and must be done up properly at all times when cycling. They must be in good condition and of suitable quality. No helmet, no ride.
- \* Bar end plugs must be fitted.
- \* All competitors must sign on and pick up their event number before riding the course.
- \* If you retire for any reason please inform an event official, and you must return your timing chip at the end. If you don't, we'll have to charge you for it, and we'll have to send people out to find you! And you won't be given a time/result for the event.
- \* Entries will be taken online and will be given on a first come first served basis.
- \* Riders must cycle on the left, and be courteous and aware of other cyclists around you.
- \* Riders must follow all event marshals' and officials' instructions.
- \* Use of a mobile phone while cycling is not permitted, you must pull to the roadside and stop if you wish to make/receive a phone call.
- \* Use of a music player or other similar device with headphones is not permitted.
- \* The Borders are beautiful, these roads are a haven for cyclists and other nature. Don't drop ANY litter.
- \* The organisers will endeavour to give all entrants a time derived from the electronic timing chip system provided. However, they are not responsible in the unlikely event of fault in the electronic timing system
- \* Toilets are marked on the course map. Please use them and respect local residents and the area.
- \* Foul or abusive language and poor behaviour will not be tolerated and will mean disqualification from this and possibly other future TweedLove events.

### RESPONSIBILITIES

- \* Riders attend the event on their own account and at their own risk. The rider is responsible for the safety of his bike and clothes. The organisers are not responsible and cannot be held responsible for any injuries and/or damages as results of any action during the event.
- \* The organisers reserve the right to disqualify any rider in breach of any of these regulations.
- \* This agreement starts with the entry. The organisation reserves the right to make any necessary changes to, or even to cancel, the whole event according to safety problems at any time, or on official orders, government laws or other unforeseen circumstances.
- \* Entry/Registration is only available through the system on this website.
- \* If the registered starter cannot attend the event, they have no right to reclaim the registration fee. No rider may use another rider's event number. No racers under 14 years old. The event is open for anyone 14 years of age or older on 13/06/21. Children age 14 or 15 MUST ride with a responsible adult for the duration of the event and complete parental consent form. Anyone age 16 or older can ride as an adult.

### CHANGE OF EVENT DATE

- \* If for any reason an event is cancelled or the date has to be changed due to force majeure, please review the specific event details, rules and terms & conditions which have been documented by the Event Organiser. If a refund is appropriate, the participant should contact the Event Organiser.



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### **FEED STATIONS**

- \* A feed and water station will be available along the course, but all riders are responsible to supply sufficient food and drink to complete the ride.

### **PROTEST**

- \* Protests against the result or disqualifications should be addressed to the Event Organisers, within 30 mins of the end of the race.

### **WAIVER OF LIABILITY**

- \* Every rider understands and admits that his participation in the event is voluntary. He assumes full responsibility for any injuries or damages from his participation in the event. He recognises and understands that the activities may be hazardous, that his participation is solely at his own risk and that he assumes full responsibility for any resulting injuries and damages that may occur.
- \* Every rider affirms, that he is in good health. He declares that he is physically fit and capable to participate in the event.
- \* Every rider has to acknowledge that he has read and understand this entire waiver of liability and agrees to be legally bound by it.

### **WITHDRAWAL**

- \* The racing officials hold the right to withdraw starters if they feel there is a danger for the starter or any other person.

### **DATA PROTECTION ACT 2018 – Personal Data**

- \* By submitting an application to take part in an event, the participant also allows the event organisers to use personal data for campaigns and activities connected specifically to that event, future editions of that event and other related events.
- \* The personal data and entry specific information you give will be used by the Event Organisers for the purpose of processing and publishing entries and results and of maintaining participant information. We may pass your information to our third party service providers, agents, subcontractors and other associated organisations only for the purposes of event-related activities, or providing services on our behalf eg. timing. Only the necessary personal information will be shared. This data will never be used for third party direct marketing or any other purposes. We undertake this data sharing on the basis of our legitimate interests and participant services and safety.
- \* The organisers shall have unlimited rights to publish pictures and videos of the participants; to forward these photos to media representatives and to use them for marketing activities.
- \* To register for this event, you must provide a valid email address so we can send you confirmation of your registration and of any entries you make. The email address supplied (and any email addresses given when registering other people) may be used by the Event Organiser to send out information about the events you enter. It may also be used after the event ends to send follow-up information about the event / future events / memberships they may organise.
- \* Credit and Debit card details are held solely by the Payment Service Provider and are unknown to the Event Organisers.
- \* In the event of a medical incident information may be shared between the Event Organiser (Hillside Outside Ltd) and the emergency service providers (including but not limited to Tweed



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Valley Mountain Rescue, Scottish Ambulance Service, Scottish Police). This ensures that all parties have the information required to provide safety and medical services, to best manage the incident and any subsequent requirements.

- \* Full Privacy Policy [http://hillsideoutside.com/privacy\\_policy.pdf](http://hillsideoutside.com/privacy_policy.pdf)

### **PHOTO/VIDEO**

- \* The organisers shall have unlimited rights to publish pictures or video of the participants, and to forward these photos to press representatives and to use them for marketing activities.

### **RECEIVING EMAILS**

- \* To register for this event you must provide a valid email address so we can send you confirmation of your registration and of any entries you make. The email address supplied (and any email addresses given when registering other people) may be used by the Event Organiser to send out information about the events you enter. It may also be used by them for up to twelve months after the event ends to send follow-up information about the event / membership and any future events / memberships they may organise.

### **CURRENCY OF PURCHASE**

- \* All transactions will be conducted in Pounds Sterling. An invoice will not be supplied with the confirmation of your entry, although a confirmation email will be sent to the registered email address.

The organisers retain the right to change rules, terms and conditions as required.