

Hillside Outside 2023 Terms & Conditions

We have chosen to comply with rules set out by the <u>2023 WES World E-Bike Series</u> – UCI E-Mountain Bike World Cup. Sections 1 – 3 have been taken from their regulations with some wording altered to comply with this particular event.

Hillside Outside reserve the right to change Terms and Conditions at any time.

Equipment

- 1.1 An e-Mountain Bike is a bike operated with two energy sources, human pedal power and an electric motor, which only provides assistance when the Rider is pedaling. Only approved eBikes can take to the start.
- 1.2 E-Mountain bikes must conform to the European Norm EN15194.

Engine with a maximum continuous rated power of 250 watts, engine assistance up to 25km/h, pedaling assistance only, where the motor cuts off when the cyclist stops pedaling and is otherwise progressively reduced and finally cut off before the vehicle speed reaches 25 km/h, although a start-up assistance not exceeding 6km/h without pedaling is allowed. "The acceptable tolerance for maximum vehicle speed and/or power limitation shall be \pm 5% of the maximum design vehicle speed and/or net and/or continuous rated power classification criteria" (Regulations Eu N. 168/2013 and amendments).

- 1.3 Each Rider must be willing to provide their bike for a certification of conformity if requested by the event organisers.
- 1.4 All modifications to the motor or electronic mapping of the system, that augment the power or maximum speed are not allowed, even if temporary.
- 1.5 Wheel and tyre size are at the discretion of the Rider but must conform to the Manufacturers Conformity Certificate.
- 1.6 The wheels and frame of the eBike must remain the same throughout the race.
- 1.7 The speed sensor must be calibrated with a magnet that is solidly attached to a wheel of the eBike.
- 1.8 Riders cannot carry an additional battery during the competition.
- 1.9 Range extenders are allowed but must be fitted to the bike and you must not carry a spare battery.
- 1.10 Spare batteries (B2 categories) must be handed in to the race organiser and will be available at the designated battery change location on the race course.



2. Verification

2.1 Before or during the event each eBike may be verified, with all bikes being subject to testing by race officials at any point on the course.

Additional timing stations will be in place to monitor uphill speed on certain sections of the course. Riders with results outwith the norms may be asked for bike inspections and must make their bike available for testing.

- 2.2 During the event: Officials reserve the right to control any competitor with video, visual or other means and refer the competitor's bike to a post-race check.
- 2.3 After the race, random checks may take place at the organiser's discretion. All Riders shall follow marshal and organser's instructions in this regard.

3. Penalties

- 3.1 Mechanical doping shall be punished by disqualification with no refund.
- 3.2 Mechanical doping is not limited to, but includes, any modification of motor and battery, physical or software, that renders the bike's Certificate of Conformity invalid.
- 3.3 Any competitor that refuses the different and varying controls shall be immediately disqualified.
- 3.4 A difference of 5% of the wheel circumference in correlation with the motor diagnostic before the event results in a refusal of the eBike for competition.
- 3.5 A difference of 5% of the wheel circumference in correlation with the motor diagnostic after the event results in immediate disqualification.

4. Registration/Entry

This agreement starts with the entry, and by using this entry system to register your details, or enter an event, you consent to the conditions described below -

- * You must be 16 years or older to use the entry system. You must have permission to use the entry system on behalf of friends, family and/or team members.
- * Please adhere to the individual event age restrictions.
- * If booking an entry for a person under 16 years of age, you must obtain permission from the parent or legal guardian. You must complete the Parental Consent form here.
- * Racers under the age of 16 must be signed on by their parent, or another legal guardian.
- * No rider will be allowed on course without a number board and no rider can use another rider's number board. You will collect this from event registration.
- * If you retire for any reason, please inform an event official.
- * All instructions given by event officials must be observed.



- * 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.
- * Every rider is responsible for themselves and their equipment.
- * As of April 2022, British Cycling suspended their <u>Transgender and Non-Binary Participation Policy</u>. Until they publish again in Spring 2023, we have chosen to create an Open category. This is for participants who do not identify as male or female.

5. Refund Policy

- * Important SiEntries are now working with XCover and all refund requests **must** go through them. XCover is available at the time of ticket purchase. We highly recommend you add this option. Purchasing XCover allows you to apply for a refund in case you are unable to attend due to unforeseen circumstances outside of your control. Please see the XCover terms and conditions to find out if you are eligible for a refund. Please see the latest coronavirus guidance for how XCover handle claims for Covid 19. XCover ensures a fast, fair and transparent process for all customers. For more information and/or to apply for a refund please visit https://bookingprotect.com/applyfor-a-refund/
- * If you are unable to attend the event and did not purchase XCover, no refund will be issued. You can transfer to the same event the following year up until 10 days before the event date and can do so by emailing info@tweedlove.com
- * If the event does not go ahead in 2024, the entry fee will be forfeited by the individual.

6. Cancellation of event by Hillside Outside

- * If for any reason an event is cancelled, or the date has to be changed due to Force Majeure; in the first instance Hillside Outside will attempt to find a new date. This information would be posted on the event website. If a participant is unable to attend the new date, our standard refund policy will apply.
- * If the safety of riders and staff becomes an issue and the event is cancelled (with +72 hours' notice) or if we have to cancel the event for reasons outwith our control, this will be announced on our website as soon as possible, 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.

7. Number Boards

- * Every rider will get a number board. This must be fixed in front of the handlebar or as instructed in event information and should be readable throughout the competition.
- * Medical conditions and emergency contact details must be completed on the reverse of the number board.

8. Bikes, Safety, Courtesy, Common Sense

- * Tuned or other eBikes are not allowed. Random scrutineering will be employed throughout the event, anyone caught cheating will be banned for life from our events. Altered eBikes are dangerous and illegal. The bikes and their riders are not insurable in events.
- * Every rider is responsible for their bike and equipment. The condition, quality and construction of these should be suitable to ensure the safety of the rider and others.



- * If your ebike breaks before the event, you cannot attend on a hardtail or full suspension.
- * Overtaking etiquette: Please be polite. Aggressive riding behaviour is never acceptable. A friendly e.g., "rider on your left" call is fine. Choose safe places to overtake. Never force another rider to take evasive action if you are passing. If a faster rider is behind you, please allow them past at the earliest safe place.
- * Course cutting will lead to disqualification.
- * Moving any course marking tape will result in disqualification from the event.
- * Due to the terms of event insurance, helmets must be worn at all times whilst cycling at our events. We strongly advise wearing a full face helmet, in future this may become compulsory.
- * Bar end plugs must be fitted.
- * No goggle tear-offs allowed.
- * Gloves and knee pads are strongly recommended.
- * All equipment used at an event must be fit for purpose and ridden / used at riders' own risk.
- * The race is open to all professionals and amateur riders, no licence is required unless specified.
- * The Borders are beautiful, please don't drop any litter. Leave nothing behind, take everything with you.

9. Responsibilities

- Every rider must attend race briefings if specified.
- * Riders attend the race on their own account and at their own risk. 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.
- * If an official car park and/or camping site is offered, this will be at your own risk. The organisation is not responsible and cannot be held responsible for any loss, theft and/or damage.

10. Protest

* Protest against the result or disqualifications should be addressed to the Event Organisers within 30 minutes after the race.

11. Waiver Of Liability

- * Every rider understands and admits that participation in the race is voluntary. The rider assumes full responsibility for any injuries or damages from participation in the race. The rider recognises and understands that the activities may be hazardous, that participation is solely at one's own risk and that the rider assumes full responsibility for any resulting injuries and damages that may occur.
- * Every rider affirms, they are in good health, declaring they are physically fit and capable to participate in the race.
- * Every rider must acknowledge, read, and understand this entire waiver of liability and agrees to be legally bound by it.

12. Withdrawal



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

13. Data Protection Act 2018

- * 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 Valley Mountain Rescue, Scottish Ambulance Service, Police Scotland). 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 available here.