

## Tour of Ayrshire Terms and Conditions of Entry

### **1. About these Terms and Conditions**

- 1.1. These terms and conditions apply to any contract between You and the Golazo Cycling Limited ("**GOLAZO**") in respect of Your participation in the Event.
- 1.2. Please read these terms and conditions carefully before registering for the Event through the Website.
- 1.3. Please note that before registering for the Event through the Website or otherwise You will be asked to accept these terms and conditions. By clicking on the "I Accept" check box online You are confirming Your agreement to be bound by these terms and conditions. If You do not want to accept these terms and conditions, You will not be able to register for the Event.

### **2. About Your Contract**

- 2.1. In registering for the Event, You are entering into a legally binding contract with GOLAZO, which is registered in England and Wales under company number 9686725. GOLAZO's registered office is at 34 The Broadway, St. Ives, England, PE27 5BN. This contract, and Your obligations under it, will conclude upon Your completion of the Event.
- 2.2. For the purposes of these terms and conditions, "**You**" means the person identified as the Rider in the application to register for the Event offered through the Website (the "**Registration Application**") or, if the Rider is under 18 years old, the parent or guardian who has signed the Parental Consent Form and submitted the Registration Application (and "**You**" shall be construed accordingly).
- 2.3. GOLAZO may assign the contract, or subcontract or delegate the delivery of the Event in any manner to: (i) any separate entity controlled by, or under common control with, GOLAZO; or (ii) any provider of outsourcing or third party services that is engaged under a service contract to provide services to GOLAZO at the GOLAZO's sole discretion.
- 2.4. For the purpose of the declaration in clause 20 herein '**I**' means '**You**'.

### **3. The Event**

- 3.1. The "**Event**" means the Tour of Ayrshire a two-day cycle event held on Closed Roads comprising both a UWGFS Qualifying Time Trial and a UWGFS Qualifying Gran Fondo; Riders can enter either the Time Trial or the Gran Fondo or both. The Event also includes a non-UGFWS Team Time Trial.

### **4. Terms Used**

"**Brand**" means all unique designs, signs, symbols and words, or a combination of these, employed in creating an image that identifies the Tour of Ayrshire and its sponsors and partners which differentiates it from its competitors.

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**“Closed Road(s)”** means the environment temporarily established for the sole purpose of the Event for a specific duration which will be published at or around the date of the Event. Closed Road does not in any way guarantee that the public, either in vehicles, on horseback or on foot either inadvertently or maliciously, will not break into the Closed Road environment at some point during the Event. Riders must be attentive to this risk and take any necessary evasive action should such a scenario materialise to protect the Rider’s own safety and security and that of others around.

**“Cycling Equipment”** means any equipment a Rider will use in the Event including but not limited to clothing, safety equipment and bicycles.

**“Event Village”** means the location of the Event headquarters, the associated car parks, expo space and Closed Road courses.

**“Fundraising Partner”** is a fundraising organisation with whom GOLAZO has a Fundraising Partner agreement.

**“Open Road(s)”** means an environment whereby the Highway Code and other related regulations as exist at the time apply.

**“Participant Insurance”** means third party insurance for Riders who are residents in the United Kingdom participating in the Event. The insurance does not cover Riders who are either under 16 years of age or over 85 years of age at the date of the Event, damage or loss of equipment, accessories, other cycling paraphernalia or damage to the Riders person other than that set out in the policy.

**“Racing Licence”** means any racing licence issued by British Cycling, the League of Veteran Racing Cyclists (LVRC), TLI Cycling Ltd or any other recognised cycling international governing body.

**“Rider”** means the registered participant in the Event.

**“Specified Location”** means the location on the Closed Roads announced by GOLAZO prior to the Event which Riders must pass before the Specified Time in order to be allowed to complete the Gran Fondo. Riders failing to pass the Specified Location by the Specified Time will be required to take the Medio Fondo route back towards the finish at the Event Village.

**“Specified Speed”** means the speed published at or around the date of the Event at which the broom wagon will drive the Gran Fondo route beyond the Specified Location and after the Specified Time has lapsed.

**“Specified Time”** means the time announced by GOLAZO prior to the Event whereby the Closed Roads will be re-opened and any Rider who has not gone past the Specified Location will be required to take a shorter Medio Fondo route back to the finish at the Event Village.

**“UCI”** means Union Cycliste Internationale, the world governing body for sports cycling.

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“**UWGFS**” means the UCI World Gran Fondo Series.

“**We**” means GOLAZO or any employee or representative or associate of GOLAZO (and “**our**” shall be construed accordingly).

“**Website**” means [www.tourofayrshire.com](http://www.tourofayrshire.com). GOLAZO provides this Website to give general information about the Tour of Ayrshire. The Website contains a link to enter the Event using the ChronoRace payment platform. Please refer to any terms and conditions on the ChronoRace payment gateway for all additional matters relating to payments and entry.

### **5. Event Specifics**

#### 5.1. Licences

It is not a requirement for a Rider to have a licence to participate in the Tour of Ayrshire other than to secure Start Privileges (as explained in clause 5.2 below).

#### 5.2. Start Privileges

In the Gran Fondo only those Riders holding a valid full Racing Licence will be allowed to start in the start gate which is dedicated to those licenced Riders who intend to compete to win within the designated classifications. A provisional licence is not acceptable. The decision to allow access to the start gate lies solely with GOLAZO and the Rider has no right beyond this application to challenge the decision.

#### 5.3. UCI Invitation to the UCI Gran Fondo World Championships

The UCI has offered to invite the top 25% of finishers in the Time Trial and in the Gran Fondo in each Masters classification to participate in the UCI Gran Fondo World Championship. The % figure is based upon starters. GOLAZO has no right to extend this invitation. The Rider will be responsible for settling any costs incurred in acceptance of the invitation.

#### 5.4. Security

GOLAZO’s liability to compensate Riders for any loss or damage to personal property in secure storage provided for the Event and/or Event village is limited to a reasonable amount, having regard to such factors as whether the loss or damage was due to a negligent act or omission by GOLAZO.

#### 5.5. Event Regulations

The Event is held under the UWGFS and UCI technical regulations as apply on the day of the Event.

#### 5.6. Participation Exclusions

Riders to which the following statements apply are not granted participation rights in the Event even if they pay the entry fee:

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- 5.6.1. a rider who is a member of a UCI team or who has scored UCI points in the previous 12 months may not enter; and
- 5.6.2. a rider who is currently serving a UCI suspension or ban for breach of the rules including doping may not enter either race.

### 5.7. Protective Headgear

It is a mandatory requirement of participation that Riders at the Event wear protective headgear which meets UCI technical standards.

### 5.8. Road Closure

The Closed Roads will be re-opened to the public after the Specified Time. The Specified Time will be published in Event publicity at or around the time of the Event. Riders who remain on the circuit once the roads are re-opened will have to abide by the Highway Code and any regulations applying to Open Roads as are in force at the time. In any event despite the commitment of GOLAZO to assure Closed Roads, Riders must be aware at all times for potential hazards which get onto the Closed Road the most likely of which are pedestrians, animals such as deer and dogs and farm vehicles. Riders have responsibility for their own safety as the provision of Closed Roads offers no guarantee that the Closed Roads will at times be free of obstacles not related to the Event.

### 5.9. Event Registration

- 5.9.1. It is a requirement that each Rider in the Event confirms that they have seen the Event briefing video and accepts its contents or reads the Event race book and accepts the contents. It is also a requirement of registration that each Rider presents photographic identification to GOLAZO to confirm the Rider's identity and a copy of the Rider's Racing Licence if required.
- 5.9.2. Medical support is provided for the Event. Risk assessments have been conducted to inform the quantity and location of the medical support during the Event. GOLAZO does not warrant or guarantee the length of any response for the medical support team to reach a Rider in need of attention.
- 5.9.3. Mechanical support is provided for the Event. GOLAZO does not warrant or guarantee the length of any response for the mechanical support team to reach a Rider in need of attention. It is strongly recommended that all riders are self-sufficient in relation to repairs whilst riding.

## 6. Entry Process

- 6.1. A Registration Application offer is made by You when:
  - 6.1.1. You submit an application to register for the Event;

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- 6.1.2. You have agreed to these terms and conditions; and
  - 6.1.3. GOLAZO or its designated third party payment gateway provider (whichever is the earlier) receives a legitimate payment into its designated bank account, or GOLAZO otherwise receives such moneys in cash or bank transfer of the entry fee.
- 6.2. By submitting a Registration Application, You are:
- 6.2.1. making an offer to participate (or permit an under 18 Rider to participate) in the Event subject to these terms and conditions and any specific additional/alternative terms drawn to Your attention by GOLAZO during the registration process; and
  - 6.2.2. confirming that You are at least 18 years of age.
- 6.3. A Registration Application may only be submitted by individuals who are at least 18 years old. Under 18s who would like to make a Registration Application should ask their parent or guardian to make the Registration Application on their behalf and confirm that they agree to these terms and conditions.
- 6.4. Upon GOLAZO's receipt of the relevant entry fee for the Event, GOLAZO grants You the right to participate in the Event subject to these terms and conditions of entry, the Event race book and any instructions given to You by the organisers or officials of the Event and to be covered, subject to eligibility, by Participant Insurance while competing in the Event according to the terms of insurance a copy of which will be provided upon request. The entry fee does not make provision of a Racing Licence for the Rider or any other products or services such as t-shirts or sports therapy.
- 6.5. We reserve the right to refuse entry to the Event or to ask You to cease participation if You fail to follow instructions given by an Event official, You attempt to participate in the Event in a manner that We believe: (a) may cause injury to You or another participant, (b) in our opinion is likely to cause offence, (c) may damage or harm the environment, or (d) otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in relation to Event safety, or in our opinion You are unfit to participate in the Event due to either the consumption or use of alcohol or drugs or because of an injury or illness.
- 6.6. We also reserve the right to refuse entry to an Event if You fail to arrive at the start location at the specified start time or if You are unable to make sufficient progress in the Event to allow You to complete the Event in line with timelines set by Event officials.
- 6.7. If You are refused entry to an Event or we ask You to cease participation in the Event, You must remove your Event race number and follow any instruction of an Event official.

**7. Your Status and Responsibilities**

- 7.1. By entering the Event, You agree, warrant, undertake and represent that:
- 7.1.1. You are legally capable of entering contracts.
  - 7.1.2. You will enter the correct Rider Community for the Gran Fondo. If You have not reached your 19th birthday by 31st December in the year of the Event (the “**Date**”):
    - 7.1.2.1. if You are under 16 years at the Date You are only permitted to enter and ride the Medio Fondo of the Gran Fondo and You must be accompanied by a parent or legal guardian who has previously signed the Parental Consent Form; and
    - 7.1.2.2. if You are under the age of 19 but have reached your 16th birthday by the Date You are only permitted to enter and ride the Gran Fondo in the Sport communities.
  - 7.1.3. You will abide by any rules and regulations specified in the Event race book (available on the Event website at least one month before the Event) and by the race commissaries and GOLAZO as amended up to and including the day of the Event.
  - 7.1.4. You understand and agree that You will participate in this Event and any other event organised by GOLAZO or agents thereof entirely at your own risk.
  - 7.1.5. You will rely on your own ability in dealing with hazards and must ride in a way that is safe to yourself and others.
  - 7.1.6. At all times during the Event You will adhere to all instructions given by Event officials. You accept that any general guidance given by marshalls, our subcontractors or volunteers are purely advisory and You must decide if any manoeuvre You make is safe and do so entirely at your own risk.
  - 7.1.7. You will hold harmless GOLAZO, any of its partners, employees, subcontractors, volunteers, officials or anyone else involved in the Event or attending the Event Village from any liability associated with the Event whether arising for breach of contract, any tortious act or omission (including negligence) or otherwise. This includes although is not restricted to injury or loss however caused and damage or theft of equipment prior to, during or after the Event, loss of profit, loss of reputation, loss of business, revenue or goodwill, loss of anticipated savings, or consequential or indirect loss, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise. You accept full liability and responsibility for any medical expenses incurred as a result of training for and/or participating in the Event. However, nothing in these terms and conditions shall affect

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our liability for death or personal injury caused by our negligence, or for fraud, or any other liability to the extent it cannot be excluded or limited by law.

- 7.1.8. You are in a fit and healthy condition and are not suffering any medical conditions which prevent You from participating in the Event. You agree You are capable of competing in a strenuous cycling event. You have taken professional medical advice to confirm this. You confirm that You have trained to meet the challenges of the Event as shown on the website. Further, that on the Event date, You will be sufficiently fit and healthy to participate in the Event in accordance with this agreement.
- 7.1.9. You will adhere to the UWGFS and UCI technical regulations as apply on the day of the Event.
- 7.1.10. You are responsible for the quality of the Cycling Equipment You will use in the Event and warrant that it is fit for purpose. Your Cycling Equipment must comply with UCI technical regulations. For the avoidance of doubt handlebars are to be of the conventional design for the specific type of event in which they are used for example in the Gran Fondo or Road Race tri-bars, aero-bars, clip-ons, prayer bars, cows bars or Spinachi design are prohibited. There will be no bike inspection conducted by GOLAZO at the Event. In the event that a Rider is invited to the UCI World Amateur Road Championships the Cycling Equipment must meet the UCI standards in place at the time which may differ from those used at the Event.
- 7.1.11. You are responsible for ensuring that your timing device is functioning correctly and that your Event race numbers are attached and displayed appropriately and that the medical information template on the reverse side of the jersey number is completed in full.
- 7.1.12. You are responsible for the condition and suitability of your clothing to ensure that reasonable standards of modesty are maintained. If GOLAZO reasonably believes that these standards are not maintained then it has the sole discretion to withdraw the Rider without compensation.
- 7.1.13. You are responsible for your registration into the Event on or around the day of the Event. Your Event race number and timing device will be provided to You upon your registration. Racing Licences where required must be presented at registration. It is mandatory that You confirm that You have seen the briefing video and accept it and or You have read the Event race book and accept it. This is a requirement for the Participant Insurance. You accept that You are required to present photographic identification at the point of registration to confirm your identity.
- 7.1.14. You are not a member of a UCI team nor have you scored UCI points in the previous 12 months.

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- 7.1.15. You are not currently serving a UCI suspension or ban for breach of the relevant rules and regulations including doping or that if You enter this status prior to the Event having previously paid the entry fee You will be unable to ride in the Event and You will not be entitled to a refund.
- 7.1.16. You will wear protective headgear which meets UCI technical standards at all times while participating in the Event.
- 7.1.17. You are responsible for either maintaining a speed on the Closed Roads which will remain closed for a specific period. Failure of Gran Fondo Riders to pass the Specified Location by the Specified Time will mean that they are required to take the shorter route, of approx. 50 miles total, back to the finish in the Event Village. Once the Specified Time has lapsed access to the Gran Fondo route will be prohibited and a broom wagon will drive the remaining Closed Road Gran Fondo route at the Specified Speed. If a Rider is overtaken by the broom wagon the Rider will then be riding on Open Roads in which case the Rider will abide by the Highway Code or any such regulations for the use of Open Roads which exist at the time.
- 7.1.18. You agree that through your completion and submission of the online Entry Form, You are committing to paying for your Event entry via the means as instructed on the Website.
- 7.1.19. You accept that all decisions and rulings by GOLAZO its employees and its agents in respect of the Event are considered final.

### **8. Retention of Ownership**

- 8.1. GOLAZO retains all the rights to the Event and its Brand unless otherwise secured on licence from a third party in which case the particular rights vest with the originator. The payment of the entry fee grants no rights to the Event other than the right to participate and enjoy the benefits of the Participant Insurance.

### **9. Non-Transfer, Non-Refund and Deferral**

- 9.1. The Event entry purchased by You is non-transferable and non-refundable. Each Rider is strictly prohibited from swapping, selling or transferring or offering to sell, swap, or transfer their registration in the Event or allowing any other person to wear their Event race number. Any breach of this condition shall render Your registration void. If You are found to be in breach of this condition We reserve the right to exclude You from participation in future events.
- 9.2. It is possible to defer an entry for the Gran Fondo until the following year's Event for convenience if 30 days' notice is given to the organisers in writing asking for such. Under these circumstances it is Your responsibility to request use of the deferred entry once registration for the new Event opens. You are only able to defer once. Should You not defer your fee will not be refunded.



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- 9.3. It is not possible in any circumstances to defer an entry for the Chrono or the Team Chrono.
- 9.4. Deferral at any time prior to the Event is permitted if deferral is for medical reasons and the request to defer is accompanied by an authorised Medical Certificate. The Team Chrono is excluded from this provision.
- 9.5. In the event that by mistake You make more than one entry for Yourself (or the same under 18 Rider) in either the Chrono or the Gran Fondo the surplus entries will be refunded.

### **10. Online Transactions**

- 10.1. We use secure payment facilities for all online purchases provided by ChronoRace, Your payment details such as credit card details are entered in a secure payment gateway handle by a third party payment service provider (Secure Trading), which uses SSL protocol on their own dedicated HTTPS servers to communicate with the merchant's acquiring bank to validate and process the details. Our payment systems are fully PCI compliant.
- 10.2. The system for taking payments and capturing your entry data is provided by a third party, ChronoRace. You will have access to their terms and conditions when You enter the event. They are acting as our agent and payments made will initially go to ChronoRace before the payment is cleared to GOLAZO.

### **11. Cookies**

- 11.1. If You have cookies enabled, data may be stored on Your local PC to enable speedy input of subsequent transactions. If You do not agree to this please ensure You have disabled cookies in your browser. More information about the cookies used on the Website is available in our cookies policy.

### **12. Matters Outside of Our Control (Force Majeure)**

- 12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (a "**Force Majeure Event**").
- 12.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - 12.2.1. strikes, lock-outs or other industrial action;
  - 12.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - 12.2.3. fire, explosion, storm, flood, earthquake, inclement weather conditions, subsidence, epidemic or other natural disaster;

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- 12.2.4. impossibility of the use of public or private telecommunications networks;
  - 12.2.5. sabotage of the Event or deliberate vandalism of the Event resources and infrastructure;
  - 12.2.6. the acts, decrees, legislation, regulations or restrictions of any government.
- 12.3. In such circumstances We will, if possible, provide notice of cancellation to You. In the event of cancellation, We will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs.

### **13. Breach**

- 13.1. The breach of any of the regulations specified in these terms and conditions or terms and conditions themselves shall lead to the immediate disqualification of the Rider at the sole discretion of GOLAZO without compensation.

### **14. Conflict and Survival**

- 14.1. In the event of conflict of these terms with any other applicable terms then the following hierarchy or importance shall apply:
  - 14.1.1. UCI regulations;
  - 14.1.2. UWGFS regulations;
  - 14.1.3. these GOLAZO terms and conditions; and
  - 14.1.4. ChronoRace Terms and Conditions.
- 14.2. In the event that any part of the stated regulations or these terms and conditions are unenforceable, such part shall be deleted and the remaining regulations or these terms and conditions shall remain in force and to the extent permitted by law.

### **15. Variation to these terms**

- 15.1. GOLAZO reserves the right to vary these terms and conditions to reflect changes in relevant laws and regulatory requirements. Any such variation shall become effective immediately upon posting on the Website.

### **16. Entire Agreement**

- 16.1. These terms and conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. You acknowledge and agree that in submitting the Registration Application, You do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether

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negligently or innocently made) of any person other than as expressly set out in these terms and conditions.

### **17. Third Party Rights**

- 17.1. No person other than You and GOLAZO shall have any rights to enforce these terms and conditions.

### **18. Dispute**

- 18.1. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any such dispute or claim.

### **19. Personal information**

- 19.1. We are committed to protecting the privacy and confidentiality of information provided by all Riders and users of the Website. Accordingly, GOLAZO upholds the relevant data protection principles and processes personal data in accordance with the Data Protection Act 1998. Please read our privacy policy to understand how We use and protect personal information.
- 19.2. Specifically in relation to participation on behalf of a Fundraising Partner the Rider acknowledges and accepts that personal information will be shared with the Fundraising Partner from whom the entry Code supplied to the Rider originated.

### **20. Participant Declaration Towards UCI**

I hereby acknowledge that the race in which I will be taking part, i.e. a UCI Gran Fondo World Series qualifier, is part of a series that belongs to and is sanctioned by the Union Cycliste Internationale.

Regardless of whether I hold a valid licence (in the sense of art. 1.1.001 of the UCI Regulations), I hereby acknowledge that by taking part in the relevant race, I shall be bound by the UCI Regulations, in particular, in respect of disciplinary matters.

I hereby acknowledge that by taking part in the relevant race, the UCI shall be fully entitled to use and exploit my name and image contained in any picture, video - or on any other support - taken during the race concerned. Such right may not be assigned, sold or transferred to any third party and shall be restricted to publications and promotional material relating to UCI events.

I hereby acknowledge and accept that my personal details disclosed for the purpose of registering to the relevant race, shall be provided to the UCI and to the series licensee, Golazo Sports NV, for the purposes of governing the sport of cycling and managing the Gran Fondo World Series.

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