



## RIDER PARTICIPATION

### Registration, Rules and Regulations

- 1 The Tour de LDC consists of seven cycling 'Legs' of varying length starting from Land's End on the 5th June and ending at John O'Groats on the 19th June 2010. It is organised by LDC.
- 2 Only persons aged 18 years or above as at 1st January 2010 may register for the Tour de LDC.
- 3 Applicants must complete and submit the registration form which can be obtained from [sreed@ldc.co.uk](mailto:sreed@ldc.co.uk) and submit the registration fee of £50 (cheque made payable to 'Lloyds TSB Development Capital Limited').
  - 3.1 The registration form should be sent to [sreed@ldc.co.uk](mailto:sreed@ldc.co.uk) along with a registration cheque.
  - 3.2 All successful applicants ('Participants') will be notified by way of an email confirmation that they have been reserved a place to take part in the event (their 'selection').
  - 3.3 The registration fee is non-refundable and represents a confirmed entry into part of the Tour de LDC selected. If payment is rejected or not cleared for whatever reason, LDC reserves the right to refuse registration and entry into the Tour de LDC.
  - 3.4 Applicants can choose to select as many legs/days as they wish providing the allocated number of places per leg or day has not been met.
  - 3.5 Only one registration fee of £50 is required for this event, no matter how many legs/days are selected. However, a failure to ride the first date selected will nullify all other selections. All cheques to be made payable to 'Lloyds TSB Development Capital Limited'.
4. Places in the Tour de LDC are strictly limited and therefore applications are subject to availability. Subject to clauses 2 and 3 above, LDC will consider applications on a first-come, first-served basis and otherwise in accordance with the rules set out in these Terms and Conditions. LDC will not accept applications once all places are full, or after midnight on 31st May 2010 (whichever is the earlier date).





2. The legs (see table below) will be split in two and three day sections, and they are all graded from A (Easier) to E (Challenging)

Leg/Day	Date	Route	Miles	Grade	Description
<b>LEG 1</b> Day 1	Sat 5th June	Lands End to Launceston	90	E	Long and hilly
<b>LEG 1</b> Day 2	Sun 6th June	Launceston to Taunton	74	D	Hilly
<b>LEG 1</b> Day 3	Mon 7th June	Taunton to Bristol	45	A	ALL COMERS DAY
<b>LEG 2</b> Day 4	Tues 8th June	Bristol to Reading	80	C	Relatively flat
<b>LEG 2</b> Day 5	Wed 9th June	Reading to Birmingham	92	D	Long day, some hills early on
<b>LEG 3</b> Day 6	Thurs 10th June	Birmingham to Nottingham	52	A	ALL COMERS DAY
<b>LEG 3</b> Day 7	Fri 11th June	Nottingham to Manchester	68	C	Intermediate day, quite hilly
<b>LEG 4</b> Day 8	Sat 12th June	Manchester to Leeds	41	B	Short but hilly
<b>LEG 4</b> Day 9	Sun 13th June	Leeds to Newcastle	95	D	Largely flat, but a long day
<b>LEG 5</b> Day 10	Mon 14th June	Newcastle to Edinburgh	109	E	Race day - 'High Rd vs Low Rd'
<b>LEG 5</b> Day 11	Tue 15th June	Edinburgh to Dundee	58	C	Shorter day
<b>LEG 6</b> Day 12	Wed 16th June	Dundee to Aberdeen	67	C	Intermediate day, along the coast
<b>LEG 6</b> Day 13	Thurs 17th June	Aberdeen to Inverness	105	E	Hard day
<b>LEG 7</b> Day 14	Fri 18th June	Inverness to Lairg	49	B	Lighter day before the final push
<b>LEG 7</b> Day 15	Sat 19th June	Lairg to John O'Groats	95	E	Long but not too hilly

- 1.5 The relevant date for registrations shall be the date LDC sends the email confirmation. For the avoidance of doubt, if, for any reason whatsoever, an applicant does not receive an email confirmation, said applicant shall not be considered to be a 'Participant' and LDC shall not be responsible for the applicant's failed application.
- 1.6 No refunds shall be provided unless the event is fully cancelled.
- 1.7 The Tour de LDC is personal to the Participant accepting these Terms and Conditions of Registration, and the Participant undertakes and agrees (i) only to participate in Tour de LDC, (ii) not to authorise or permit any third party to use their rider number and (iii) not to sell, transfer or give any other person the right to participate in the Tour de LDC and/or use the Participant's number.
- 1.8 The conditions (and any documents referred to herein) constitute the entire agreement and understanding of the Parties and supersede any previous agreement between the Parties relating to the Tour de LDC. Nothing in these conditions shall constitute or be deemed to constitute a partnership between the Parties. These conditions shall be interpreted in accordance with the laws of England and Wales and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English courts.



## 2 LDC's Tour de LDC

- 2.1 The 'Tour de LDC' will be held on 5-19 June 2010.
- 2.2 LDC reserves the right to change the time, date and/or route and format of the Tour de LDC and to cancel the Tour de LDC, in whole or in part, without notice or liability to the Participant. LDC shall endeavour to inform the Participant by email of any such change or cancellation.
- 2.3 Any Participant not intending to participate in the Tour de LDC shall inform LDC as soon as reasonably practicable.
- 2.5 No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be used by any Participant either before or during participation in the Tour de LDC. LDC reserves the right to refuse attendance at, or participation in, the Tour de LDC by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.
- 2.6 LDC reserves the exclusive right and license throughout the world (and Participant hereby grants LDC such exclusive right and licence) to interview and/or photograph and/or film the Participant at the Tour de LDC (and before and after the Tour de LDC as LDC may reasonably require) and to the unlimited, worldwide, sub-licensable right to record, film, reproduce and use in all current and future media (including without limitation, print, audio, visual, audio-visual, virtual media, the Internet, mobile telephony and so-called "3-G" technologies, CD-ROM or DVDs) the Participant's name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of the Participant, and any biographical or other information or data related to the Participant (including race times and results), in connection with the production, advertisement, marketing, promotion or sale of event sponsor products and/or the promotion, marketing or advertisement of LDC or any event sponsor.
- 2.7 As a continuing condition of entry each Participant shall ensure that, for the duration of the Tour de LDC:
  - 2.7.1 safety approved cycle helmets are worn at all times when cycling.
  - 2.7.2 they are capable of carrying out basic bike maintenance, such as puncture repairs, whilst on the route (although there is an intention to have support mechanics available should equipment fail).
  - 2.7.3 they report to the starting point on each 'event' day.
  - 2.7.4 they are able to complete each daily stage at least 30 minutes before dusk. Participants who are still on the route at this time (as determined by LDC) will be collected and repatriated to the next base camp. LDC may introduce further cut off times as they see fit, and will endeavour to inform Participants of these changes.
  - 2.7.5 each bicycle is roadworthy for the event and all support vehicles (non LDC supplied) are legally roadworthy and equipped with the relevant insurances and documentation.
  - 2.7.6 they do not use mobile phones whilst cycling.
  - 2.7.7 they do not use a music player with headphones whilst cycling.
  - 2.7.8 they do not take food or drink from anyone other than another Participant whilst on the move.
  - 2.7.9 they do not deviate from the official routes – Participants are restricted to the designated Participant route.
  - 2.7.10 they comply with the Highway Code at all times.
  - 2.7.11 they obey traffic officers and authorised LDC support marshals at all times.
  - 2.7.12 they do not use a radio to communicate at any time during the event due to health and safety restrictions and implications.
  - 2.7.13 they comply with all event rules and all instructions and guidelines given by event stewards and safety personnel. Participants acknowledge and agree that LDC will organise and run the event and will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation and rules of the event.

## 3 PARTICIPANT'S WARRANTIES AND UNDERTAKINGS

- 3.1 The Participant agrees to be bound by these Terms and Conditions for participation in the Tour de LDC. The Participant acknowledges that participation in the Tour de LDC is conditional upon validly entering into this agreement on these terms and conditions.
- 3.2 The Participant acknowledges that participation in the Tour de LDC involves inherent risks of accidents and injury.
- 3.3 Participation in the Tour de LDC is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse LDC from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by LDC to any person (including the Participant and/or any of the Participant's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in the Tour de LDC or any part thereof (except where any such injury or death is caused by the negligence of LDC or any of its employees).
- 3.4 The Participant confirms without reservation that they are in a good physical condition to participate in the Tour de LDC.
- 3.5 The Participant confirms that they have appropriate liability, personal accident and equipment insurance in place in order to participate in the



Tour de LDC and acknowledges that the Participant has no claim against LDC in relation to the provision of such insurance.

- 3.6 The Participant confirms that they will not publish or post to any website or other media operated by LDC or related to the Tour de LDC any text, statement, photograph, image or other material which is obscene, blasphemous, defamatory, infringes the intellectual property or other legal rights of any third party or is otherwise unlawful, offensive or inappropriate. LDC will have the right to remove any material at its discretion and take appropriate legal action against any person found to be or alleged to be in breach of this clause 3.6.
- 3.7 The Participant's journeys to and from the start and finish lines of the selected sections of the Tour de LDC shall be entirely at their own risk and cost.
- 3.8 The Participant agrees at all times whilst they are on the Tour de LDC to abide by the reasonable directions of LDC, its staff or contractors and to behave appropriately.

#### 4 PRIVACY STATEMENT

- 4.1 The Participant agrees and consents to LDC using their personal details provided in their Registration Form and Confirmation for the following purposes:

##### Event administration

- As the Tour de LDC organiser, LDC requires a record of your registration details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the Tour de LDC. LDC will also keep records of medical information provided that it is kept confidential and may be shared only with medical personnel or teams allocated to the Tour de LDC. Such information shall be deleted within a reasonable time following the completion of the Tour de LDC.

##### E-mail/SMS communications

- LDC will use Participant's contact data submitted on the Registration Form to send Participant information by e-mail and/or SMS relating to the Tour de LDC.
- 4.2 The Participant agrees to inform LDC of any changes to the information supplied in their original Registration Form for the purposes of clause 4.1 above and particularly any changes to their medical condition and contact details. For this purpose, the Participant should contact LDC directly on 0117 360 1970 and ask for Sophie Reed.
  - 4.3 All information relating to Participants collected by or on behalf of LDC from which each Participant can be identified will be recorded electronically and will be used at all times in accordance with the Data Protection Act 1998. LDC will not disclose any such information to third parties, save as expressly stated under these Terms and Conditions. Each Participant is entitled to withdraw its consent to categories of e-mail and/or SMS communications from LDC and can do so at anytime by either: i) following the opt-out instructions provided in the relevant e-mail or SMS, or ii) by writing to LDC, 3 Temple Quay, Bristol, BS1 6DZ. Please note that due to email production schedules you may still receive any mailings that are already in production. Participants acknowledge that a valid e-mail address or SMS contact number will be required at all times in order for Participants to receive important Tour de LDC information and the Participant hereby consents to receive any such information.
  - 4.4 To delete all of your information from our database, Participants may write to the LDC, 3 Temple Quay, Bristol, BS1 6DZ. In circumstances where the Participant requests deletion of their Participant's profile, LDC reserves the right to maintain information about an individual sales transaction for record keeping. Participant's attention is also drawn to clause 4.5 below.
  - 4.5 Subject to the Participant's right to modify or request the deletion of data from LDC's database, the Participant hereby acknowledges that it is a strict condition of participation in the Tour de LDC that all mandatory fields within an Participant's profile are complete and correct at all times. These fields include, without limitation, gender, first name, surname, date of birth, medical condition information and emergency contact details. The Participant hereby acknowledges and agrees that this information is required by LDC in order to properly and safely administer and conduct the Tour de LDC, and LDC reserves the right to refuse Participant entry to the Tour de LDC in circumstances where the Participant either requests, prior to participation, the deletion of such mandatory information from their Participant's profile, or provides false or incomplete information