**The Torino-Nice Rally 2018 / The Third Torino-Nice Rally - Entry Terms and Conditions**

**Liability and Related Definitions**

1. **Risk and liability – acceptance of propositions.** Cycling, cycle touring and travel in mountainous areas are inherently dangerous activities where participants are self-evidently exposed to a variety of risks (the Risks) including serious injury or death due to their own actions or the actions of others or other circumstances outside of the participant’s control. You acknowledge and understand this when partaking in the activity of cycling. The existence of these Risks is a fundamental observation and it is therefore not deemed necessary in these circumstances to include a list (comprehensive or otherwise) in this contract of all of these so-called Risks, or any particular Risk. Particular Risks detailed in this contract are for informative and illustrative purposes only and are not to be considered exhaustive or definitive. Suffice to say, it must be understood that each participant accepts that there are the above-mentioned Risks in cycling, and other Risks involved in participating in the Torino-Nice Rally (henceforth may be referred to as ‘the Rally’ or ‘Rally’), and that these Risks are the Participants and not those of the Torino-Nice Rally organisers and associates.

The Torino-Nice rally organisers, functioning as the Torino Nice Rally Ltd (henceforth may be referred to as ‘TNR’ or ‘the TNR’), whilst having made reasonable effort to make the event safe for participants and having reduced and attempted to eliminate as many of the Risks as it is possible to have anticipated and or foreseen, is nevertheless unable to control, anticipate or foresee all events or eliminate Risks that are inherent in the activities described in this contract and this is accepted by all participants.

The Torino-Nice Rally organisers and associates accept no liability whatsoever whilst you are participating in the Torino-Nice Rally or riding the Torino-Nice Rally route (henceforth may be referred to as the ‘Route’ or ‘Rally Route’) save that the Torino-Nice Rally organisers and associates do not exclude their liability for death or personal injury to Participants meeting the definition within this contract (*clause 2 and 3*) caused by the negligence of The Torino-Nice Rally organisers or associates.

**In signing up to the Torino-Nice Rally, each participant acknowledges and accepts the above proposition, and further accepts the following propositions:**

1. **Participants.** Only those who are granted permission by the TNR to start the event as a recognised participant of the Rally by means of acceptance by the participant of the terms of this contract and the participant paying a sum of no less than £1 to the TNR alongside signing this contract, and who comply with all terms of this contract, can be considered as participants in the Rally. Henceforth the term ‘Participant’ refers to a person who has accepted and complies with all terms in this contract and ‘Participation’ refers to activity complying with the terms of this contract and no activity not specified by the terms of this contract.
2. **Participation.** ‘The Rally’ and ‘Participation in the Rally’ is accepted by Participants to mean without deviation or wider interpretation as cycling or walking with a bicycle from the Rally Route start in Turin at the pre-designated start time on the date specified by the TNR towards the end of the Rally Route file in Nice, whilst moving forward along only throughfares detailed in the current Rally Route files (as defined by clause 17), over a period of 12 days or less as is considered reasonable for a competent cyclist to complete the route, without ceasing forward progress along the Rally Route for more than 36 hours on more than one occasion during that 12 days or less. The TNR accepts no liability to Participants outside of this specified activity and the period of duration described above. The TNR accepts no liability to Participants taking any route or throughfare that does not form part of the current Rally Route files as defined by clause 17. Participants accept the terms described here (ie clause 3) to mean that any change of circumstances or cause of delay during Participation, whether within the Participants control or not, or any actions prohibited by clauses of this contract, forfeits further Participation in the Rally and any rights associated with Participation.
3. **The start.** Participants must attend the Rally start in Turin at the pre-designated time and date specified by the TNR, that is 9am on the 3rd September 2018 for the third edition of the Rally. Participants failing to start the Rally at the pre-designated time, or within 24 hours of the pre-designated time without prior knowledge of and written permission from the TNR, will forfeit Participation in the Rally and any rights as described in this contract. The start of the Rally is the occasion where any known changes or other important information relating to the Rally Route will be communicated and a Participant may be asked to prove attendance at the pre-designated start in case of any dispute relating to liability described in the terms of this contract. Participants acknowledge that starting the Rally as described above is an action that can legally confirm acceptance of all terms of this contract. In the event of any Participant claiming for liability the Participant may need to demonstrate attendance at the start as described above and commencement of the ride along the Route.
4. **Insurance.** All Participants must have full insurance to include 3rd party liability insurance plus medical and evacuation insurance with cover to include cycling events and outdoor activity above 2500m or up to 3000m and this insurance must be valid for the full duration of the Rally plus related travel or transit time as will be clarified by the Insurer. Failure to have valid insurance as described forfeits Participation in the Rally and any rights associated with Participation.
5. **Associates.** Companies, Associates or sponsors linked to the TNR are considered to be any company, group or individual stated by the TNR to be linked formally through sponsorship or support arrangements. The TNR will state any aforementioned relationship via written notice to Participants and written notice on TNR media, and also having that company, group or individual’s logo clearly visible on TNR media, no less than 30 days before the start of the Rally.

**Clarification of the Nature of the Route, Warnings of Risk and Participant Responsibility for Risk and Risk Management**

1. **Route Conditions.** The Rally Route throughfares are not limited to maintained tarmac roads. The route includes off-road tracks that often consist of loose stone surfaces that may be exposed, narrow and vertiginous in places. Optional sections of the Rally Route may contain narrow tracks commonly recognised as ‘singletrack’ ie agricultural paths or footpaths. Many sections of throughfare on the Rally Route, both on tarmac roads and off-road tracks, have unprotected drops to the downhill side that could result in a fatal fall or serious injury. Many sections of throughfare on the Rally Route, both on tarmac roads and off-road tracks, have deep gutters, rough walls or barrier posts or blocks on either side, all of which can cause injury or death should a Participant lose control for any reason. Descents can be steep with loose and uneven surfaces that are unpredictable under cornering, braking or normal cycling or walking conditions, creating risk of injury or death, and these sections may be unavoidable. Traffic is permitted along 100% of the Rally Route and vehicles, pedestrians and livestock may be on roads or off-road tracks in all areas on or around the Route at any time. Participants must recognise these risks among others known to exist under these conditions and must ride safely, in control and at speeds that allow safe stopping distances considering the surfaces being ridden on. Participants recognise and accept the nature of the Route and the terrain and accept responsibility for all actions or decisions related to safety when travelling on the Route (see also *clause 1*).
2. **Rock fall.** Sections of the Rally Route have overhead cliffs or mountain sides that present a risk of injury or death caused by unpredictable rock fall as is known and to be expected relating to roads, tracks and throughfares close to overhead cliffs or mountain sides, rock fall can happen at any time and is a particularly high risk during or shortly after periods of rain and Participants understand and acknowledge these risks whether all aspects of these risks have been identified by the TNR or not. Bicycle helmets are known not to be safe against rock fall and are not tested to withstand rock fall impacts. The risk of rock fall may be higher than normal on certain sections of the Rally Route and rock fall risk is highest along the Vallon d’Elva and Via del Sale optional sections of the Rally Route, these two sections are optional and the TNR offers alternative route guidance in the cue notes. Participants are advised not to take these aforementioned sections during or soon after periods of rain when the likelihood of rock fall is increased and Participants accept all responsibility for any injury or damage occurring as a result, directly or indirectly, of geological or natural occurrences such as but not limited to rockfall when taking any section of the Route.
3. **Participant experience.** The current Rally Route is not intended for Participants who are inexperienced cyclists. Experience of high Alpine weather, exercise at altitudes up to 3000m, high Alpine cycling, loaded cycle touring and cycling on mountain tracks of basic to moderate levels of technical difficulty as would be judged by the standards of an experienced off-road cyclist is assumed and required from all Participants. Do not participate in the Rally if you do not have experience in the activities described above.
4. **Health and fitness.** The Rally Route is strenuous and is not intended for Participants who do not have a good standard of fitness when compared to normal measures of the general population. Riders must be suitably fit and healthy and able to cycle 100km or more in distance per day, with approximately 2500 to 3000m of elevation gain in each 100km, whilst at altitudes of up to 2800m. The Rally Route repeatedly links high tracks and cols with valleys and is not well-suited to those unprepared for high levels of elevation gain. Uphill sections may be up to but not limited to 20km in distance and average 7-10% gradient. Maximum gradients around 20% for distances of up to 1km are to be expected. Participants should expect to push or carry their bike uphill or downhill for periods of over one hour at times along the Route. Participants must understand that the Route is not expected or intended to be 100% rideable uphill or downhill. Participants should use personal discretion and experience to judge the risks to health, safety and reasonable passage time when taking any section of the Rally Route.
5. **Mountain weather.** The Rally Route passes through mountainous areas requiring Participants to be over 2000m altitude for a varying amount of time during most days on the Route. The weather at any point on the Route can change fast and temperatures can drop very quickly and sudden storms are a normal occurrence in mountainous areas. Participants must carry a survival bag, bivouac sack or emergency shelter at all times. Participants must know what to do in case of lightning storms. Cycling clothing may be inadequate against bad weather and Participants are advised to carry clothing suitable for mountain weather including a waterproof jacket with a hood, waterproof legwear, waterproof spare gloves plus a hat and additional insulated layers that retain warmth when wet.
6. **Bicycle selection.** A Participant’s cycle for the Rally Route must be suitable for extended, loaded off-road use on rocky terrain. The Rally is not a suitable route for lightweight bikes with tyres under 35mm width. Brakes must be suitable for safe stopping performance in wet conditions when the bike is fully loaded (safe stopping performance and any other aspect of cycle safety can be determined as defined in IS4120 EU safety standards). Previous experience of loaded touring on Alpine roads and off-road tracks is required for safety and judgement of cycle type or specification suitability for the Rally Route. A Participant’s cycle must be serviced and judged to be fit for purpose for mountainous off-road cycle touring, preferably via the advice of a qualified cycle mechanic. Brakes must be checked for safe performance and spare brake parts carried. Frames, forks, bars, stems and seat post and any load-bearing components that luggage is attached to should all be inspected for signs of damage, fatigue or cracks and tyres inspected for integrity before starting the Rally. A failed structural component, brake or tyre could cause a fatal accident and Participants understand and acknowledge this general risk and take all responsibility for the safety and suitability of their cycle and equipment during Participation in the Rally.
7. **Laws of the road.** Ensure you understand and comply with the rules of the road for cyclists in both Italy and France. This includes valid insurance for road use and complying with laws relating to road use at night – front and rear lights and reflective jackets or sashes are a legal requirement and you must ensure your equipment is legally compliant. There are also sections of unlit tunnel along the route that require front and rear lights to negotiate safely. The Authorities may need to see your insurance details or check your compliance with national or regional laws while cycling in Italy or France.
8. **Competition.** The Rally is not a race. No timing records are recognised or maintained relating to the Rally Route. No Participant finishing order is recorded.
9. **Fatigue.** Participants must cease riding and rest before their level of fatigue may create a risk of accident or injury to themselves or anyone around them.

**Route Management**

1. **Recognised Route information.** Current Rally Route files, or the only Rally Route files that are considered as current (known as ‘current Route files’ within this contract), are the direction guidance files and information sent by the TNR to Participants in the same year as the Rally event and preceding the Rally event. Only files originating from the TNR and sent directly to Participants in the same year as the Rally event and preceding the Rally event will be considered as related to the Rally terms and conditions set out in this contract. Due to changes in conditions or options along the Route, do not use old route files from online downloads for Participation. Route files originating from the TNR may be GPS maps, paper maps or text format cue notes or other formats. Information is offered in English. If any information is translated into other languages the TNR cannot accept responsibility for translation accuracy or alteration of meaning or intent caused by the translation. The English language information is to be recognised as the standard for accuracy and to be consulted or used if there is any doubt or question over the meaning of translated information.
2. **Route information thoroughness.** Information communicated in the Rally Route files, including but not limited to TNR-created GPS, Excel and PDF files and information on the TNR website or any other media, including warnings of danger, notifications of route details or options, locations of food, water or shelter and any distances or other measures, are researched but are not exhaustive nor to be considered wholly accurate, complete or reliable in case of emergency or other needs. Other dangers, considerations for safety, locations of supplies or shelters and other points of interest are self-evident in their existence and are to be assumed to exist and Participants are to use the Route files for general guidance only while using reasonable judgement and discretion to form decisions.
3. **Route conditions.** The Rally Route is considered, as far as is possible by remote monitoring and reporting, plus occasional direct experience of the TNR, in any useful period of time before the Rally start, to be suitable for the manner of cycling as described in this contract at the time of publishing or distributing any Rally Route files and any updates issued at the Rally start. However, it is self-evident that route conditions can change suddenly and without notice or warning due to weather, geological events or road and throughfare management or closure by Authorities and Participants acknowledge this. The current Route files will not over-rule or take priority over good judgement related to safety, or requests made by Authorities, in the case of any change in conditions. Participants must use discretion regarding safety and suitability for route selection with personal safety and legal considerations such as rights of way as the primary concerns at all times. The TNR accepts no liability whatsoever for Participants who pass road closure signs or take routes that have clear signs of damage due to weather or geological events, or are communicated by any means for example taped-off areas or signs, or by Authorities or anyone in any official capacity, to be closed to traffic for any reason.
4. **Route format.** Route information including but not specifically GPS files and cue notes for Rally Route guidance along the suggested throughfares will be sent out in advance to all who have entered the Rally by meeting the terms of this contract. Route information in GPS format will include ‘waypoint’ or ‘POI’ markers at some but not all points where traffic or route information is important to Participant safety and Participants are advised to ensure GPS devices used are compatible with this type of GPX formatting so that the markers are visible when following the Route. Cue notes and Route information in GPS format will include some but not all points for water and food although these points are not guaranteed to be reliable. Cue notes and Route information in GPS format will only list some commercial and known mountain refuges for shelter although these points are not guaranteed to be open or available for use so Participants are advised to check in advance. Cue notes may include safety information, in particular related to optional route sections, that is not available within Route information in GPS format and Participants acknowledge this and are advised to use both printed cue notes and GPS and/or paper maps for route information.
5. **Route options.** The Rally isn't a single route or a one-course event. There are routing choices to be made from the Rally Route options suggested. Options included in current Route files are intended for variety, convenience or safety in varying conditions only. The Rally event format thus offers Participants the opportunity to make choices for variety, convenience or safety in varying conditions with Participant safety as the primary concern. Participants should use personal discretion and experience to judge the risks to health, safety and reasonable passage time when taking any section of the Rally Route. Riders accept all responsibility for judging the suitability of any section of the Route or any Route option taken at any time with safety as the primary concern (see also *clauses 3, 7, 8, 17, 18, 21 and 23* that are related to Route options or decisions).
6. **Route completion.** There is no obligation or pressure assumed or intended from the TNR or to be taken from other Rally Participants to adhere to the Rally Route for any reasons including but not limited to suggested benefits of completion or perceptions of Route completeness. No official completion, reward or recognition for any route taken is implied and the TNR does not suggest, recommend or recognise any levels of completion save for the conditions described by *clause 3* defining Participation in the Rally.
7. **Maps.** Participants are advised to carry traditional paper maps of the areas the Route covers to assist with any diversions or re-routes needed for any reason, and are advised not to rely solely on electronic devices for navigation.

**Support**

1. **‘Self-supported’.** The Rally is a self-supported event. Self-supported must be accepted and understood by Participants as a term commonly used in relation to some other past events and having the following definition: *A commonly recognised term among long-distance racing, Audax and Randonneur cycling communities, self-supported simply means 'do it all yourself' and is similar in ethos to a ‘reliability trial’ event. Self-supported event participants accept that no support or assistance is offered or implied by any organisers during the ride unless notified clearly in advance, and that all decisions for welfare are the participant’s own and are made individually and voluntarily*. No other clauses of this contract related to Liability or limitations of Liability are to be made invalid by any interpretation of this meaning.
2. **Advice.** Information or advice may be offered by the TNR to Participants for transport, food, shelter or similar logistical considerations relating to Rally Participation and any advice is offered and taken in the spirit of friendly guidance and cannot offer certainty to be relied upon or any guarantee of service quality or safety.
3. **Offers during the Rally.** There are no check-points, control points or registers taken or offered by the TNR or any other business or facilities at any point on the Route. Any offers of support to Participants from the TNR while on the Route are accepted by Participants to be made in the spirit of goodwill and wholly within the terms of this contract and no clauses in this contract are voided by any offers made by the TNR and accepted by Participants. Offers made or services provided by other businesses during Participation are outside of the scope and validity of this contract and the TNR accepts no responsibility for any losses or damages related to those offers made or services provided by other businesses.
4. **Contact during Participation.** Participants’ email and mobile phone contact details as well as a second emergency contact numbers shall be provided to the TNR for use during a reasonable period either side of the Rally Participation only. This information is provided to the TNR within this contract (see end) and must advise the TNR if any of these details have changed within 14 days before the start of the Rally. The TNR use of Participant contact information is primarily to advise of Route conditions and related Route changes should those conditions present an unusual or serious risk to safety. Participants are advised and requested to assist in sharing any information received from the TNR or other associate sources for any reason as far as possible among other Participants. The TNR will provide contact information for the TNR organiser/s for the duration of the Rally that is to be used in important secondary-level situations only. Participants must carry a functioning phone that is able to operate on the number provided to the TNR and know the number for emergency services and their location at all times.

The TNR is not to be the first point of contact in an emergency – Police/1st Aid/Rescue/Fire Emergency Services as appropriate to the emergency situation are always the first point of contact. Participants in any emergency situations must communicate directly with Emergency Services in any situation that requires Police/1st Aid/Rescue/Fire Emergency Services.

Contact information in either direction between Participants and the TNR is subject to phone signal reception that is not reliable along the Route and other reasonable practicalities and is provided for important but secondary-level use only. Availability of this contact information to the TNR does not and should not be assumed by Participants to offer any guaranteed form of assurance to Participants in emergency situations. The TNR does not track, follow or maintain contact with Participants along the Rally Route in any way that can offer assistance. The TNR also assumes permission and is granted permission by Participants to use contact information only during the Rally Participation period (ie 12 days from the start as per *clause 3*) for other reasons as may reasonably be required. (Also see related *clause 28*, Data).

**Images and Copyright,** **Data Protection**

1. **Image rights.** Participants give permission that any images, written reports or similar information supplied by Participants to the TNR for further promotion of the TNR and/or the Participant via 3rd party media or the TNR media channels may also be shared, with reasonable notice given by the TNR to the Participant, with companies or associates clearly related to the TNR. Participants may opt out of this clause only (*clause 27*) via email or in writing to the TNR, without prejudice to any other entry terms in this contract. The TNR will not share or pass any images or other copyrighted material with any companies not clearly related to the TNR without prior request to the Participant and having received consent from the Participant.
2. **Data.** Any data supplied to the TNR for communication or contractual reasons related to the 2018 Rally will be maintained in a manner compliant with data protection rules and is not shared with any other company or organisation. Data provided by any party for communication needs is deleted at the end of November in the year of the Rally that the supplied data relates to. Data provided by any party for contractual reasons may be stored as long as may be reasonably required for legal requirements related to that contract.

**Trespass, Social Responsibility, Participation Ethics**

1. **Camping.** Wild camping is illegal in France and Italy. Trespass on private land is illegal and Participants recognise this and agree not to trespass at any point. The TNR will not accept liability for loss or damage or injury to 3rd parties or to Participants caused by trespass or illegal camping by the Participant/s. Participants should not assume any rights to wild camping and Participation in the Rally does not suggest or offer any rights or justification for wild camping. The existence of the Rally Route in an area does not imply that wild camping is permissible or tolerated anywhere in the general area. Wild camping may be permissible with the land owner’s prior permission. Wild camping by considerate, low impact campers in small groups of 5 or less in some non-private areas may be tolerated though there are no definitive answers on where, how and when and tolerance of wild camping does not change the illegal nature of wild camping in France and Italy. It is the Participants responsibility to assess suitability and legality of camping sites that are not commercial camp sites. Do not sleep or cook or camp anywhere within view of people’s homes, within view of a road or track, or on private or fenced-off land. National Park guidelines and rules on camping are openly available and vary by area or National Park and Participants agree to understand these rules in order to guide any decisions relating to camping. It is recommended to be away from any site used within 45 minutes of sunrise. Leave No Trace outdoor code guidance and related clauses of this contract (in particular *30,31, 32, 33 and 34*) must be followed when camping inside or outside of designated camp sites. Failing to adhere to any terms or laws within this clause risks the future existence of the Rally and Participants known or seen to be failing to follow what may be generally and reasonably considered as good outdoors practice and socially considerate camping principles, whether inside or outside of designated campsite facilities, forfeit Participation in the Rally and any association with the TNR.
2. **Fire risk.** Many areas on the Rally Route can be very dry and fire risk management practices must be followed by all Participants. In many areas practices including but not limited to camp fires and disposal of lit cigarettes are banned by the authorities with penalties for offenders. Participants accept responsibility for awareness of regulations relating to fire risk and all liability relating to damage or injury or death caused by any fires started by themselves whether intentional or otherwise. The TNR position on fires is that there is no need for any Participant to start fires in any way for any reason with the single exception of either signalling or prevention of genuine hypothermia risk in an emergency survival situation, and if any Participant wants to use a fire for any reason other than emergency survival they must find a commercial camp site that has designated, established and safe camp fire facilities. Failing to adhere to this clause risks damage to property and livestock and injury or death and risks the future existence of the Rally and Participants known or seen to be lighting fires outside of designated, established and safe commercial camp site facilities forfeit Participation in the Rally and any association with the TNR.
3. **Naked flame cooking.** Participants must be very careful when using stoves and similar devices and ensure they are verifiably safe and officially permitted in the area before use there. Stoves and similar devices are to be treated as fires in terms of fire risk management and will be banned in some areas by the authorities with penalties for offenders. Participants accept responsibility for awareness of regulations relating to fire risk and all liability relating to damage or injury caused by stoves and similar devices and any naked flames lit by themselves. Failing to follow this clause relating to stoves and similar devices risks damage to property and livestock and injury or death and risks the future existence of the Rally and Participants known or seen to be using stoves and similar devices in areas where they are not permitted or in an irresponsible manner forfeit Participation in the Rally and any association with the TNR.
4. **Toilet use.** If Participants must go to the toilet outdoors where no designated and managed facilities are available in reasonable distance or time, they must use established and recognised methods of site management including digging a suitable hole, never going to the toilet within 500m of any water source and never leaving any trace. Failing to adhere to this clause risks the future existence of the Rally and Participants known or seen to be failing to adhere to practices described within this clause relating to toilet site management forfeit Participation in the Rally and any association with the TNR.
5. **Litter.** Littering is illegal in all areas of the Route and not acceptable anywhere under any circumstances. Littering by Participants risks the future existence of the Rally and Participants known or seen to be leaving or dropping litter at any point forfeit further Participation in the Rally and any association with the TNR from that time onward.
6. **Leave no Trace.** Participants in the Rally agree to read, understand and adhere to the established outdoor code of Leave No Trace as detailed online with the addition of *clauses 29, 30, 31, 32 and 33* of this contract which shall be additional to any advice related to, or overrule any advice conflicting with, guidance contained in the Leave No Trace principles.
7. **‘Rule Number 1’.** No Participant shall be a dick, or an idiot, or any other form of uncool behaviour.

**I have read, understood and accept all terms of this Torino-Nice Rally 2018 Entry Terms and Conditions contract:**

**Signed PRINT DATE**

----------------------------------------- -----------------------------------------  -----------------------------

**For emergency use during period of participation:**

**Please fill out ALL fields,**

Entrant Name - ----------------------------------------------------------------------------------------------------------------

Contact mobile phone number ------------------------------------------------------------------------------------------------

Secondary contact name & number - -------------------------------------------------------------------------------------------------

---------------------------------------------------------------------------------------------------------------------------------------------------

Contact email address *if different from sign-up email used for TNR communications* -

--------------------------------------------------------------------------------------------------------------------------------------

Any further information relevant to safety - if none, write ‘N/A’ or strike through -

--------------------------------------------------------------------------------------------------------------------------------------