

Terms and Conditions for Entry

last updated June 6, 2017

1. Definitions

“Foundation” means the TDA Foundation, run by TDA Global Cycling, and includes employees, agents, contractors and officers of TDA Global Cycling, whose main office is located at 205-1179 King St. West, Toronto, ON M6K 3C5 CANADA

“Content” refers to photos and text uploaded to social media and to the Rider’s profile page on the #200for200 websites (www.200for200.bike or www.tdaglobalcycling.com).

“Event”, or “#200for200 Summer Cycling Challenge” means a 3-month-long cycling challenge conducted between June 12 and September 12, 2017.

“Rider” refers to the eligible entrant/eligible participant in the Event.

2. Effect of Terms and Conditions

These terms and conditions apply to the Event, and participation in the Event is deemed acceptance of these terms and conditions. These terms and conditions are governed by the laws of Ontario, Canada.

3. Entry Requirements

The Rider must be aged 18 or over, (or who, if under 18, has obtained the express approval of a parent/guardian) and who has agreed to all of these terms and conditions before participating in the Event.

#200for200 involves cycling 200 kilometers, either all at once, or over the course of the Event, or by splitting the distance amongst a group of riders. The Rider should seek professional advice from a medical practitioner concerning Rider’s fitness and ability to safely participate, before undertaking this Event.

4. Health & Safety

The Rider is responsible for ensuring that they have adequately and appropriately prepared, both physically and mentally, for the Event, and by entering the Event, the Rider warrants that they have done so and are not aware of any illness, injury, physical disability or impairment which may cause them injury or death during the Event. If the Rider has any health issues or doubts prior to or during the Event, the Rider warrants that they will immediately seek appropriate medical advice.

If, before or during the Event, the Rider becomes ill or is injured, the Rider warrants that they will cease participation in the Event until they have sought the advice of a medical professional.

The Foundation has created this challenge, but does not stipulate when or how the Event is to be completed within the dates of the Event. There are no officials, or monitors, and the Event is on the honour system. Riders participate at their own risk, and under their own navigation,

using their own equipment, and there is no oversight by the Foundation.

5. Compliance with Laws

During the Event, the Rider will comply with all traffic and road laws in the jurisdiction that they are participating in, and any directions issued by officers of the law in their region or country. The Rider will wear an appropriate cycling helmet at all times during the Event while riding a bicycle.

6. Waiver and Acknowledgment

The Rider understands that participating in the Event involves using public streets and highways, which are potentially hazardous activities that can result in serious personal injury or death. The Rider is aware of and expressly assumes all risks associated with participating in this Event, and asserts that their participation in this Event is voluntary.

In consideration of being permitted to participate in this Event, the Rider hereby waives, releases and forever discharges TDA Global Cycling, the TDA Foundation, any beneficiaries, sponsors, other Event participants, consultants, participants, third-party vendors, government or public entities, and each of their respective affiliates, successors, officers, directors, members, employees, volunteers, agents, and representatives (collectively referred to as the "Releasees"), from any and all claims for injuries, damages, losses, proceedings, demands, damages, costs, expenses, actions and causes of action (whether known or unknown) whatsoever, both in law and in equity, which the Rider now has, or may hereafter have, for or by reason of, or in respect of, their participation in the Event (whether as a spectator, participant, competitor or otherwise), and notwithstanding that same may have been contributed to, or occasioned by, the negligence of any of the Releasees.

The Rider further agrees to indemnify all of the Releasees from and against any and all liability incurred by any or all of them as a result of, or in any way connected with, the Rider's participation in the Event.

7. Content and data

The Rider agrees that the Foundation cannot be held responsible for the loss of data which may eventuate from the recording their #200for200 entry on the Event's website.

Foundation does not claim ownership of Content the Rider may submit or make available for inclusion on www.200for200.bike. However, with respect to Content the Rider submits, the Rider grants Foundation a worldwide, perpetual, irrevocable, royalty-free and non-exclusive license, as applicable, to use, distribute, reproduce, modify, adapt, publicly perform and publicly display and otherwise exploit such Content for the purposes of promoting the #200for200 Summer Cycling Challenge.

8. Privacy and Personal Information

Foundation collects personal information about Riders to include those Riders in the Event, and in certain circumstances, to award prizes to those Riders. If the personal information requested is not provided, the Rider cannot participate in the Event. By participating in the Event, each Rider consents to Foundation using and disclosing their personal information to Foundation's agents engaged to provide services in connection with the Event for use in contacting the Rider in relation to the Event, and the purposes set out in the privacy policy of TDA Global Cycling

available at <http://tdaglobalcycling.com/privacy-policy/>

The Rider grants this consent until such a time as they withdraw their consent by giving notice to Foundation. The Rider can also gain access to, update or correct any personal information held by Foundation by contacting the Foundation at info@tdaglobalcycling.com

By entering the Event, the Rider agrees that:

- (a) they may be contacted by Foundation (or an agent of Foundation) to provide comments about the Event, and Foundation (or an agent of Foundation) may take photos or recordings of them;
- (b) Foundation may use any text or comments obtained from them, their name, and/or likeness and any photos or recordings of them (the "Materials") for Foundation's future promotional and marketing purposes without further reference or compensation to them;
- (c) Foundation may duplicate, alter, adapt and utilize the Materials as Foundation wishes at any time, anywhere and by any means (including communicating them to the public in any media). Foundation may license, authorize or otherwise transfer the rights in the Materials to others to do the same;
- (d) they grant to Foundation on creation of the Materials a worldwide, perpetual, royalty-free, exclusive and irrevocable license to use the Materials for whatever purpose it determines; and
- (e) they unconditionally and irrevocably waive all moral rights in the Materials.

9. General Provisions

The Rider's entry into the Event is personal and the Rider has no right to sell or assign that entry. If for any reason, the Event is not capable of being run as planned, Foundation reserves the right to take any action that may be available to it, including cancelling, modifying or suspending the Event.

Any Rider who engages in any conduct which is unlawful or improper, which jeopardizes or is likely to jeopardize the fair or proper conduct of the Event, which would be damaging to the reputation of the Foundation, or which does not comply with the entry process or these Terms and Conditions, will be ineligible to participate in the Event.

Foundation reserves the right to disqualify Riders in the event of non-compliance with the Terms and Conditions. Foundation's decisions in relation to all aspects of the Event are final and binding on each Rider and no correspondence will be entered into.

10. How Does the Challenge Work?

To enter, Rider must do the following between 12:00 am EST on June 12, 2017 and 11:59 pm EST on September 12, 2017:

1. Ride 200 kilometers – either as a single rider, a pair of riders, or a group of riders, all in one day, or over several rides.
2. Declare their completed 200km challenge at www.200for200.bike
3. Raise \$200 CAD and submit the donation as instructed at 200for200.bike
4. Challenge two friends to take the #200for200 via social media (Facebook, Twitter, or Instagram). The challenge on social media must include the Event hashtag #200for200 AND the TDA Global Cycling social media handle (@tdacycling on Twitter and Instagram, and @TDAGlobalCycling on Facebook).

11. Donations

Donations are collected by the Foundation through a fundraising platform called Fundrazr (fundrazr.com) and all funds raised go directly towards buying bicycles to be distributed in Africa to our recipient organizations. As the Foundation is not a registered charity, it is not able to issue charitable tax receipts for donations. \$200 CAD is the representative cost of one bicycle donation. Actual costs will vary based on the area of purchase and exchange rates at the time. There are no administrative fees added to these donations, but there is a small fee in order for us to use the Fundrazr platform and accept payments from a credit card. Cost of the donation ceremony and transporting the bicycles to the ceremony are considered part of the cost of the bikes. More details are found here about the goals of the TDA Foundation: <http://tdaglobalcycling.com/tda-foundation/>

12. How are Prize Winners Chosen?

There is one grand prize for the top fundraiser, as well as some draw prizes for participation. To qualify for prizes you must have completed the #200for200 challenge at least once. Foundation reserves the right to disqualify any entrant who has engaged in unlawful or improper conduct that is designed to jeopardize the fair conduct of the Event or is generally damaging to the reputation of the Foundation, or has otherwise breached these terms and conditions (as determined in the Foundation's sole discretion). Those who are otherwise eligible for a prize, must answer correctly within a 5-minute time period a mathematical skill-testing question without the benefit of any calculating devices in order for the prize to be awarded.

The Foundation can cancel or modify the Event if there are compelling technical or administrative reasons which we cannot control. If that happens, the Foundation may select the winners from all eligible entries received at that time.

Prizes include:

- 1 (ONE) Dream Bike Trip, courtesy of TDA Global Cycling (valued at over US\$3,000). Dream Bike Trip includes airfare voucher of \$1500 CAD, and full entry to a section of the 2018 Tour d'Afrique to participate in the cycle tour (<http://tdaglobalcycling.com/tour-dafrique/>) - (exact section will be based on where the bicycle donation ceremony is to be held). Dream Bike Trip includes taking part in the bicycle donation ceremony connected to the #200for200 challenge.
- Copies of *Epic Rides of the World* by Lonely Planet will be given as draw prizes.
- Helmets from Specialized will be given as draw prizes.
- Other draw prizes will be announced over the course of the Event.

There will be only one winner of each prize. So for the grand prize, any teams that do the #200for200 Event, will have to choose amongst themselves who gets to claim the prize.

The Foundation will notify the winner by email, and will do its best to contact the winner. However, if it cannot, or if the winner has not accepted the prize by December 12th, 2017, the next best entry will be declared winner.

The Foundation may ask the Rider to provide proof of identify, residency and age, so that the Foundation can confirm Rider is who they claim and is eligible to receive the prize. Foundation will decide whether the proof Rider provides is adequate (but generally speaking, a certified copy of their valid passport or driver's license will be sufficient). If Rider cannot provide, or

refuses to provide, suitable proof, then Rider will be disqualified, and Foundation will choose another winner. Those who are otherwise eligible for a prize must answer correctly within a 5 minute time period a mathematical skill-testing question without the benefit of any calculating devices in order for the prize to be awarded.

The Rider may not exchange the prize for cash, or ask Foundation to give it to someone else. The Foundation will use reasonable efforts to award the prize as described, but if, due to unforeseen circumstances, the Foundation is unable to do that, they may substitute either cash, or another prize of comparable value.

13. Using the Prize

The Rider shall be responsible for all taxes, insurance, travel costs and any other expenses, fees and costs connected with that prize that are not included in the prize description.

Rider is responsible for use of the prize, including without limitation, complying with any applicable terms and conditions of use, including TDA Global Cycling's Terms of Use http://tdaglobalcycling.com/wp-content/uploads/2016/08/BOOKING_TERMS_AND_CONDITIONS_v2.0.pdf. If the Rider wins a prize, they must comply with all relevant laws, rules and regulations. For travel to Africa, Rider will require a passport and a valid visa, which they will need to arrange themselves.

Please note that the nature of the prize may be such that it poses health or safety risks, or risks normally associated with travel, to the Rider. For this reason, the Rider should consider any health, safety and travel risks and take appropriate precautions (including obtaining insurance) to guard against those risks. The Foundation is not responsible for any loss whatsoever that may arise from use of the prize, including without limitation, any:

- (a) loss, whether or not such loss was reasonably foreseeable;
- (b) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
- (c) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment, or delayed or cancelled flights); and
- (d) loss caused, or contributed to, by breach of conditions of entry or negligence.