

PARTICIPANT TERMS AND CONDITIONS

MS BRISSIE TO THE BAY | SUNDAY 14 JUNE 2026

Entry into the MS Brissie to the Bay is deemed to be an acceptance of these Terms and Conditions of Entry.

1. Definitions

1.1 "MS Queensland" – refers to **MS Queensland Ltd (ABN 56 731 473 412), Ground Floor, 33 Park Road, Milton, QLD 4064.**

1.2 "Event" – refers to the **MS Brissie to the Bay cycling Event scheduled for Sunday, 14 June 2026.**

1.3 "Participant" – refers to the individual registering for and participating in the Event, including those who register on behalf of minors.

1.4 "Claims" – includes all claims, liabilities, demands, suits, causes of action, damages, debts, costs, verdicts, and judgments (whether at law, in equity, or under statute) arising from or related to participation in the Event, including but not limited to personal injury, property damage, financial loss, and third-party claims.

1.5 "Releasees" – includes MS Queensland, its subsidiaries, affiliates, officers, directors, employees, volunteers, and agents, as well as:

- Event promoters, officials, and participants;
- Sanctioning organisations, officials, rescue personnel, sponsors, advertisers, and Event inspectors;
- Owners, occupiers, and lessees of any premises used for the Event, along with their respective directors, employees, volunteers, and agents;
- Consultants, underwriters, and entities engaged in risk evaluations.

1.6 "Terms and Conditions" - means these Participant Terms and Conditions for the MS Brissie to the Bay, as amended from time to time in accordance with clause 15.6.

2. Acceptance of terms

2.1 By registering, you confirm that you have read, understood, and agree to be legally bound by these Terms & Conditions as a condition of participation.

3. Participant responsibilities

3.1 Acknowledgement of risks & safety measures

- Participation in the Event carries inherent risks, including but not limited to risks associated with physical exertion, road conditions, traffic, and weather.
 - MS Queensland will implement risk mitigation strategies, including designated rest stops, first aid stations, and emergency response teams along the course.

- Participants must familiarise themselves with these safety protocols and follow all instructions from Event officials.
- You voluntarily assume all risks associated with participation.

3.2 Bicycle condition & safety compliance

- You confirm that your bicycle is in sound mechanical condition before and during the Event.
- If your bicycle becomes unsafe or unfit for use, you must remove yourself from the route safely until assistance is available.
- BMX bicycles or bicycles with 22" wheels will not be permitted in the Event for safety reasons.

3.3 Helmet requirement

- Helmets meeting Australian safety standards must be worn at all times while riding in the Event.

3.4 Compliance with road rules & Event officials

- You must comply with all Queensland road rules, ride in a safe and courteous manner, and follow instructions from Event officials, traffic controllers, and Queensland Police.

3.5 No Headphones or Listening Devices

- The use of headphones, earbuds, or other listening devices is strictly prohibited during the Event to ensure rider awareness and safety.

3.6 Permitted bicycle types

- Only human-powered or electric power-assisted bicycles that comply with Australian Standards (max 250W, 25km/h assisted speed) are permitted.
- Scooters, combustion engine bikes, and other powered devices are not allowed.

3.7 Restrictions & safety measures

- Tagalongs, bicycle trailers, or child seats are only permitted for the Circuit Challenge.
- No private support vehicles are allowed on the course or at rest stops.
- Animals are NOT permitted on the Event course.

4. Emergency evacuation & safety plan

4.1 Emergency response measures

- MS Queensland will have emergency assembly areas, first aid teams, and evacuation procedures in place.

4.2 Participant compliance in emergencies

- Follow all instructions from Event officials, emergency personnel, and authorities.

- Move to designated assembly areas as directed.

4.3 Weather & Emergency Event Changes

- The Event schedule or course may change or be cancelled due to extreme weather, natural disasters, or other unforeseen circumstances.
- Participants will be notified via SMS, email, or updates on the Event website and social media.
- The Event will proceed in all weather conditions unless deemed unsafe by MS Queensland, Event officials, or emergency services.
- For further details on cancellation policies, refer to clause 8: Event cancellation & changes.

5. Medical & safety requirements

5.1 Personal responsibility

- You are responsible for carrying sufficient water, food, and necessary medications to sustain yourself throughout the Event.
- Cold drinking water will be available at the start and end of the ride—please bring a reusable water bottle.

5.2 Medical fitness & disclosure

- You confirm that you have no medical conditions that would compromise your ability to participate safely in the Event.
- You confirm that you are physically fit and capable of participating safely.
- You have disclosed any pre-existing medical conditions to MS Queensland as required.
- MS Queensland strongly recommends all participants consult a medical professional before participating, especially if they:
 - Have pre-existing conditions (e.g., heart conditions, asthma, or diabetes).
 - Have experienced recent illness, injury, or surgery that may impact their ability to cycle safely.
 - Are new to endurance cycling or have not participated in a long-distance cycling Event before.

5.3 Event safety & compliance

- MS Queensland has instituted rules and safety procedures for the protection of all participants and Event personnel.
- Before participating, you must familiarise yourself with these rules and comply with all safety instructions throughout the Event.

5.4 Public health compliance

- You agree to follow any relevant health directions, including those issued by the Queensland Government, local health authorities, or MS Queensland.
- This may include compliance with public health orders, vaccinations, or other risk-mitigation measures as required.

5.5 Event participation authority

- MS Queensland reserves the right to refuse entry or remove any participant from the Event if their participation, conduct, or presence:
- Poses a risk to themselves or others.
- Fails to comply with safety rules or public health requirements.
- Engages in disruptive or unsafe behaviour.

5.6 Acknowledgement of risks

- You acknowledge that cycling on public roads carries inherent risks, including but not limited to:
- Collisions with other cyclists, vehicles, pedestrians, or obstacles.
- Road hazards such as potholes, debris, wet surfaces, or unexpected traffic conditions.
- Environmental risks including extreme weather, dehydration, heatstroke, or hypothermia.
- Equipment-related risks, such as mechanical failures or loss of control due to improper maintenance.
- The possibility of serious injuries, including fractures, concussions, or other trauma.

5.7 Medical assistance

- You agree to withdraw immediately and notify Event officials if you experience physical or mental distress.

5.8 Emergency treatment

- In the event of an injury, you consent to medical treatment by Event emergency personnel including ambulance transportation where reasonably required in the circumstances
- If you are unconscious or unable to make medical decisions, you authorise Event personnel to secure emergency care on your behalf.

5.9 Medical costs

- You acknowledge that you are responsible for all medical costs incurred due to participation.

6.0 Liability waiver & indemnification

6.1 Waiver of liability

- In consideration of MS Queensland accepting your entry into the MS Brissie to the Bay, you release, waive, and hold harmless MS Queensland, its officers, directors, employees, volunteers, agents, sponsors, and affiliates (the Releasees) from any and all claims, liabilities, damages, or losses arising from your participation in the Event, including negligence.
- You acknowledge that participation in the MS Brissie to the Bay is a recreational activity that carries inherent risks, including but not limited to: collisions with other cyclists or vehicles, road hazards (potholes, debris, or wet surfaces), environmental risks (heat exhaustion, dehydration), and mechanical

failures. You understand that serious injury, disability, or death may occur as a result of these risks and voluntarily accept them.

- Exception: This waiver does not apply to claims arising from gross negligence, wilful misconduct, or any other liability that cannot be lawfully excluded.
- Nothing in these Terms excludes, restricts, or modifies any rights or remedies which cannot be excluded under the Australian Consumer Law or applicable Queensland legislation.

6.2 Indemnification

- You agree to indemnify and hold harmless MS Queensland against any claims, damages, or liabilities made by third parties due to your actions during the Event, including negligence or failure to comply with Event rules.

6.3 No personal accident insurance provided

- MS Queensland does not provide personal accident, medical, or liability insurance for participants. You are solely responsible for obtaining your own personal insurance coverage for injuries, medical costs, or liability claims.

6.4 Queensland's insurance limitations

- You acknowledge that MS Queensland's insurance does not cover personal injury claims from participants. You participate at your own risk and assume full responsibility for any injury, loss, or damage sustained.

6.5 Risk of cycling on open roads

- The Event takes place on public roads, many of which will remain open to traffic. Participants acknowledge that cycling in an open-road environment carries inherent risks, including but not limited to:
 - Interaction with motor vehicles, pedestrians, and other cyclists
 - Uneven road surfaces, potholes, or other obstacles
 - Adverse weather conditions that may impact road safety
 - Limited visibility or sudden hazards
- By participating, you voluntarily assume all risks associated with cycling on public roads and agree to exercise caution, follow all road rules, and comply with instructions from Event officials and authorities.
- Road closures and traffic control measures do not eliminate interaction with vehicles, and participants acknowledge that they may encounter live traffic at all times

7.0 Refunds & participant withdrawals

7.1 No refunds will be provided for cancellations.

- However, participants may convert their registration fee into a tax-deductible donation to MS Queensland and receive a donation receipt.
- This does not affect any rights you may have under the Australian Consumer Law where services are not provided as described.

7.2 Exceptional circumstances

- In rare and exceptional cases, MS Queensland may consider a refund at its sole discretion.
- Exceptional refund requests must be submitted in writing to Events@msqld.org.au with supporting documentation.

7.3 Non-transferability

- Entries are non-transferable, and application fees cannot be transferred to another person.

7.4 Admin fee for incorrect details

- A \$10 administration fee will be charged to reissue rider identification envelopes if an incorrect or incomplete address was provided during the entry process.

8.0 Privacy & data protection

8.1 Compliance with privacy laws

- MS Queensland is committed to protecting your personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

8.2 Collection & use of personal information

- By registering for the Event, you consent to MS Queensland collecting, storing, and using your personal information for Event administration, safety purposes, marketing, and fundraising activities.
- Your information may be shared with medical personnel, Event officials, emergency services, and insurance providers where necessary for safety, operational, or compliance purposes.
- For privacy queries or to update/correct your information, contact Events@msqld.org.au or call 1300 090 923.

8.3 Data retention & disposal

- Personal data will be retained securely by MS Queensland. You may request secure disposal of your data at any time.

8.4 Data security

- MS Queensland implements industry-standard security measures to protect your personal information from unauthorised access, disclosure, alteration, or destruction.
- Personal data will be retained securely as outlined in 8.3 Data Retention & Disposal.

9.0 Fundraising

For the avoidance of doubt, the Event is organised and delivered by MS Queensland. Any fundraising activities organised by Participants in connection with the Event (including but not limited to sausage sizzles, raffles, social events, or similar activities)

are not organised, operated, licensed, insured, or controlled by MS Queensland unless expressly approved in writing.

9.1 Donations & Fundraising Activities

- You understand that all donations processed by MS Queensland are non-transferable and non-refundable, even if you do not participate in the Event.
- Fundraising activities must not imply endorsement, sponsorship, or organisation by MS Queensland unless expressly approved in writing.
- If you choose to hold any fundraising activities related to or in conjunction with the Event, you agree to the following conditions:

9.2 Fundraising Legal Compliance & Licensing

- Any raffles, lotteries, or fundraising activities must comply with Queensland's Charitable and Non-Profit Gaming Act 1999 and other relevant legislation.
- Queensland Government guidelines on running raffles and fundraising activities are available at: [Queensland Government Fundraising Information](#)

9.3 Alcohol & liquor licensing compliance

- If liquor is to be consumed or sold at any fundraising Event, participants must ensure compliance with relevant liquor licensing laws.
- A Community Liquor Permit may be required and is available from the Office of Liquor and Gaming Regulation for \$55.40 (one-day fee), to be applied for at least 21 days prior to the Event.
- More information can be found at: [QLD Liquor Licensing Information](#)

9.4 Handling of funds raised

- Any funds raised on behalf of MS Queensland must be held securely and deposited directly into MS Queensland's bank account.

9.5 Fund Management & Liability

- All funds raised must be deposited into MS Queensland's bank account. MS Queensland is not liable for financial losses during independent fundraising Events.
- MS Queensland does not endorse, organise or take responsibility for any independent fundraising activities conducted by Participants outside of the official Event.
- MS Queensland will not be held responsible for any:
 - Financial losses incurred in relation to fundraising activities.
 - Damage to property during the fundraising Event.
 - Personal injury sustained as a result of fundraising efforts.
- All costs incurred for fundraising activities are solely the responsibility of the organiser and not MS Queensland.

10.0 Communication

10.1 Use of contact information

- You acknowledge that your email address and mobile phone number will be used for:
 - Registration confirmation and updates about the MS Brissie to the Bay.
 - Support for fundraising and training goals related to the Event.
 - Occasional communications from MS Queensland about other Events, appeals, and fundraising activities that may be of interest to you via email or SMS.

10.2 Opting out of communications

- If you do not wish to receive further communications from MS Queensland (excluding essential Event-related information), you may opt out by:
 - Contacting the MS Queensland Events Team at Events@msqld.org.au
 - Calling 1300 090 923.

10.3 Privacy & personal information queries

- If you have any questions about privacy, including:
 - Updating or changing your personal information
 - Obtaining a copy of MS Queensland's Privacy Policy
 You may contact the MS Queensland Events Team at:
 - Email: Events@msqld.org.au
 - Phone: 1300 090 923

10.4 Communication with minors

- Participants under the age of 18 will not be contacted regarding fundraising activities after their initial welcome email.

11.0 Special Offers

11.1 Promotional offers & incentives

- MS Queensland reserves the right to offer special promotional offers throughout its marketing campaigns. These offers may include:
 - Value-added incentives (e.g., merchandise, Event perks, or bonus inclusions).
 - Registration discounts for specific participant groups or promotional periods.
- Not all participants will be eligible for every promotional offer.
- MS Queensland reserves the right to add, modify, or remove any promotional offers at its sole discretion without prior notice.
- Promotional offers are subject to change at MS Queensland's discretion without prior notice.

12.0 Media, Photography and Promotion

12.1 Media consent

- By participating in the Event, you grant MS Queensland and its affiliated entities, contractors, and media partners permission to use your name, image, voice, and/or likeness in any photographs, videos, broadcasts, online media,

promotional materials, and any other media captured during the Event for any purpose, without compensation.

12.2 Use of participant names for public recognition

- Your full name, as provided for your active public fundraising webpage, may be used in Event-related digital and print materials, including course signage or finishers' village screens to publicly recognise your participation.
- Opt-Out: If you do not consent to your name being publicly displayed, you must notify MS Queensland in writing before the Event at events@msqld.org.au

12.3 Ownership of Event content

- MS Queensland owns or licenses from third parties all trademarks, copyrights, and other intellectual property related to the Event. You may not copy, reproduce, or use MS Queensland's logos, graphics, or other materials without explicit written permission. For permissions, contact MS Queensland directly.

12.4 Content shared by participants

- Any photographs, videos, or other content that you post to MS Queensland/MS Brissie to the Bay websites or social media pages must be owned or controlled by you.
- By posting content, you grant MS Queensland a non-exclusive, transferable, royalty-free, worldwide license to use and reproduce the content.

12.5 Prohibited content & conduct

- You agree not to:
 - Collect other users' content using automated means.
 - Upload viruses, malware, or malicious code.
 - Post content that infringes on others' rights or is illegal, hateful, threatening, pornographic, or violent.

13. Environmental impact & sustainability

13.1 Waste reduction & recycling

- MS Queensland encourages all participants to minimise waste and properly dispose of recyclables in designated stations.
- Single-use plastics are discouraged, and reusable alternatives are recommended for all participants, staff, and volunteers.

13.2 Sustainable Event Materials & Vendors

- Event signage, merchandise, and promotional materials will prioritise the use of sustainable and recyclable materials wherever possible.
- Participants are encouraged to repurpose or recycle Event materials post-Event.
- All Event vendors must comply with MS Queensland's sustainability guidelines, which include:

- The use of biodegradable packaging and
- Minimising food waste to reduce environmental impact.

13.3 Participant Environmental Responsibility

- By registering for MS Brissie to the Bay, you pledge to uphold sustainability principles, including:
 - Minimising waste,
 - Supporting recycling efforts, and
 - Respecting the natural environment during the Event.
- Participants are strictly prohibited from littering along the Event route to preserve the environment.
- MS Queensland will conduct a post-Event cleanup to ensure all waste is responsibly managed.

14. Insurance Terms and Conditions

14.1 Insurance Arrangement

- Participants have the option to add insurance coverage when registering for the Event. MS Queensland acts solely as an agent in this process and collects the insurance payment on behalf of Bicycle Queensland. The insurance policy is issued directly by Bicycle Queensland. Participants will receive confirmation of their insurance policy number from Bicycle Queensland after purchase and one communication following the event.
- The Insurance is provided strictly in accordance with the Product Disclosure Statement at <https://bq.org.au/wp-content/uploads/2025/08/2025-Personal-Accident-PDS-Blend-Sports-Group-Bicycle-QLD.pdf> on the BQ website (“the BQ Terms and Conditions”)
- MS Queensland facilitates access to optional insurance as a payment collection agent only and does not provide, underwrite, recommend, warrant, or advise on the suitability of Bicycle Queensland’s insurance products. All insurance cover is subject solely to the terms issued by Bicycle Queensland

14.2 Coverage Duration

- The insurance covers participants for the entire day on Sunday, 14 June. This includes protection while riding to and from the Event site, as well as during the Event itself. Participants should ensure they understand the extent of this coverage before completing registration.

14.3 Personal Information Collection

- To facilitate insurance processing, participants must provide their name and email during registration, which MS Queensland will share with Bicycle Queensland to ensure coverage is active. MS Queensland aims to minimise the handling of personal data while balancing the genuine need for relevant details. Bicycle Queensland will contact participants one (1) time following the event via email.

- Participants should review these terms carefully before selecting the insurance option during registration. For any further inquiries regarding the insurance policy, participants should contact Bicycle Queensland directly.

15. Acknowledgement of understanding

15.1 Legal Acceptance of Terms

- By registering, you acknowledge that this agreement is a legally binding contract and that you voluntarily accept all terms, including risk waivers and indemnification.

15.2 Interpretation & governing law

- This Waiver and Release shall be interpreted and the rights of the parties determined under the laws of Queensland, Australia.
- Jurisdiction: The Queensland courts shall have exclusive jurisdiction for any dispute arising under, or pertaining to, this Waiver and Release.

15.3 Voluntary acknowledgement of waiver terms

- By accepting these Terms and Conditions, you confirm that you have carefully read, understood, and voluntarily agreed to all terms, including the Waiver of Liability & Indemnification.
- Legal Impact: You acknowledge that:
 - This is a binding legal contract between you and MS Queensland.
 - You are voluntarily waiving substantial rights, including the right to sue MS Queensland and the Releasees.
 - You fully accept all risks associated with participation in the Event.

15.4 Free & unconditional acceptance

- You freely and voluntarily accept this Waiver and Release, intending it to be a complete and unconditional release of all liability to the maximum extent permitted by law.

15.5 Parental/Guardian consent for minors

- If you are under 18 years of age, a parent or legal guardian must accept these Terms and Conditions and the Waiver of Liability & Indemnification on your behalf.

15.6 Right to amend Terms and Conditions

MS Queensland may amend these Terms and Conditions prior to the Event. The version in force at the time of the Event will apply.

I have read, understood, and voluntarily agree to these Terms and Conditions.

Participant Name: _____

Date of Birth: _____

Emergency Contact Name & Number: _____

Signature: _____

Date: _____

(If under 18, a parent/guardian must sign below.)

Parent/Guardian Name: _____

Signature: _____

Date: _____