

Rider Spoke Terms of Use for Brighton Festival 2021 (Large print version on pages 4 - 8)

It is vital that you cycle safely.

Please do not use the device while you are moving, wait until you have found a safe place to stop.

Recordings you make during Rider Spoke will be added to the archive and will be available alongside the first name that you give for other cyclists to listen to.

No other personal information will be linked to your recordings.

TERMS OF USE

You must agree to these terms before participating in Rider Spoke
These terms are legally binding so please do read them.

If you have any questions, please speak to someone in our team.

To agree, please scroll down to the end and press 'Agree'

1. About us

We are Blast Theory, a UK registered company and charity. If you need our registration information and contact details, see paragraph # 14 below.

2. About this document

By clicking the "Agree" button below you are agreeing to be bound by what is written in this document as it is a legally binding contract. Please make sure you are happy with what it says before clicking "Agree". However if you do not click "Agree" then you will not be to access Rider Spoke.

These terms and conditions are the only ones that apply to this contract between us. All other terms and conditions that you may wish to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing do not apply.

3. You can only take part if you..

Your safety is our priority. Because of this, Rider Spoke is only available to you if you:

- are over 16 years of age;
- are competent, able and willing to cycle on the roads, streets and highways of your current location;
- can and will comply with local road traffic laws;
- are fit enough to ride a bike safely;
- do not have any medical or mental health issues/condition(s) that makes bicycle riding dangerous
- are not under the influence of any alcohol or drugs that might impair your ability to ride safely or lawfully;
- have received and understood the safety briefing before starting your ride;
- will wear a cycle helmet at all times and, in low-light conditions, use lights and reflective clothing; and
- if you are providing your own bicycle then it will be in a roadworthy condition.

By proceeding you are confirming all the above.

4. Your safety

Rider Spoke is not a guided or curated experience., nor will we have staff available en route to provide assistance.

We do not warrant that the experience, the locations chosen or the routes to reach the various locations are safe and risk-free. We have no control over the location you will be riding in.

BLAST THEORY

Unit 5, 20 Wellington Road, Portslade, Brighton BN41 1DN tel & fax: 00 44(0)1273 413 455 info@blasttheory.co.uk www.blasttheory.co.uk

Your safety is therefore entirely your own responsibility, which is why we impose the conditions in paragraph 3 above. Please ride carefully and be aware of your surroundings at all times.

We reserve the right not to hire out the equipment to you if in our reasonable opinion, you are at any time during the Rider Spoke event not fit to participate (please note this right does not imply that we will be responsible for vetting riders. It remains entirely your responsibility to determine whether you think you meet the above criteria to allow you to participate in Rider Spoke).

5. Your audio recordings

It is a condition of your use of the recording facility of the equipment that any recordings you make may (at our sole discretion) be added into the Blast Theory app for other riders to listen to at future Rider Spoke events.

By clicking the "Agree" button you:

- a) give us a perpetual, royalty free, non-revocable licence to use your recordings both in the app and in any other way we wish (e.g. in marketing materials); and
- b) waive any moral rights you have to be named as the originator of the recording.

Please be aware that, by taking part in Rider Spoke, you agree that:

- a) recordings you make during Rider Spoke will be added to the archive of recordings which comprise the work and will be available for other cyclists to listen to.
- b) these will be stored and used in conjunction with the first name that you give in the app. No other personal information that you give will be linked to them.
- c) you may also be filmed, photographed and have your audio recorded. This material may be used for archival, marketing and documentary purposes. Please let us know if you do not wish this to occur by speaking to one of our team before or immediately after taking part. We may not comply with later requests to delete if time has passed and locating your particular recordings is unduly onerous.

6. Returning equipment

You are only entitled to have temporary custody (but not ownership) of the equipment for the duration of your ride, which must not exceed 2 hours from the time you receive the equipment.

7. Looking after equipment

Everything we give you is on loan. It must be returned undamaged and complete at the end of the ride.

Please let us know if any equipment is damaged or incomplete before you begin the ride, otherwise we shall be entitled to assume that any damage or loss occurred while in your possession and during the ride.

You are not buying any equipment. If you do not return equipment that will constitute theft and we reserve the right to notify both the police and any festival organisers, as well as take whatever legal steps we think appropriate to get the return of our property.

Unless caused by our negligence or our breach of this agreement, you are liable for any loss or damage to our equipment, to your equipment or person or for any loss or damage to other people and property that occurs from your pressing the "Agree" button until you return all the equipment.

Our equipment is for your personal use only. It is not to be lent to other people. You remain responsible for it.

Do not leave equipment unattended at any time.

8. Warranties

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9. Fines

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If for any reason any court decides that we are liable then (personal injury, death or fraud caused by us excluded) then our aggregate liability to you is limited to a total of £10,000 (ten thousand pounds Sterling).

Yours

Please note that if you have an accident or cause damage to someone or their property and that person (or someone on their behalf) sues us or causes us to be prosecuted then under this agreement you are agreeing to indemnify us fully against all costs incurred and damages and fines paid out in disputing or settling or otherwise resolving that dispute with that party or any prosecution. This indemnity will be on a full cost basis and extends to claims for indirect and consequential loss, loss of profit and other such broad claims.

11. Termination of this agreement

We reserve the right to terminate your Rider Spoke experience and ask you to return the equipment at any time if we find you to be in breach of any of the terms of this Agreement.

No refunds are given unless we cancel the Rider Spoke. We will not cancel for poor weather. If you have paid via a third party (e.g. a festival organiser) you must look to them for refund.

12. Data privacy

We comply with GDPR requirements. We will only use your data for the Rider Spoke event and marketing. We will not sell your data to third parties. We will dispose of your data as soon as it is not necessary. We normally store data for a maximum of seven years to ensure that we are able to respond reasonably to any legal communications.

13. Staff authority

Our team members who will interact with you at the beginning and end of your ride do not have the authority to override or otherwise amend these terms and conditions.

14. More about us

We are a private limited company, limited by guarantee. We are incorporated in England under company number **03162239**. **We are also a registered UK charity - No. 1053343.**

We are registered for value added tax under UK registration #795 9609 55

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