

Rider Spoke Terms of Use & Indemnity

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 your experience will become part of Rider Spoke and will be available for other cyclists to listen to, along with the first name that you have given.

No other personal information will be linked to your recordings. Please let us know if you'd prefer us not to use your recordings.

TERMS OF USE & INDEMNITY

Please read the information below carefully. If you have any questions, please speak to someone in our team.

To take part in the Rider Spoke experience which is presented in Melbourne by the **AUSTRALIAN CENTRE FOR THE MOVING IMAGE** ABN 37 375 237 227 (ACMI) and **BLAST THEORY LTD** (Blast Theory), you must accept these terms which are legally binding. To accept these terms, please scroll down to the end and click on "Agree".

Rider Spoke is an experience which has been created by Blast Theory Ltd, an artist group based in Brighton, UK. Blast Theory are a UK registered company (03162239) and charity (1053343)

1. You can only take part if you...

- are aged 16 or over; and
- have received and understood the safety briefing before starting;

And where using a bike, you:

- 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 having regard to your personal safety and the safety of others, including wearing a helmet whilst cycling;
- 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;
- use lights if you are cycling at dusk or at night;
- if you are providing your own bicycle then it will be in a roadworthy condition. We (ACMI and Blast Theory) do not accept responsibility for any mechanical failures.

By proceeding you are confirming all of the above.

You may elect to participate in Rider Spoke by walking instead of cycling. Please speak to someone in our team who will assist you.

2. Your safety

Rider Spoke is not a guided experience and you are free to explore the area in any direction you choose.

Please ride or walk carefully, be aware of your surroundings at all times and make sure you follow all local traffic regulations. If you are cycling, you are required to wear a helmet.

Your safety is entirely your responsibility, which is why we draw your attention to the conditions in paragraphs 1 and 5.

3. Your audio recordings

Please be aware that, by clicking on "Agree" below, you agree that recordings you make during your experience:

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

- a) will be stored and used together with the first name that you have given in the app on servers located in the European Union and the United Kingdom;
- b) will be made available (at Blast Theory's discretion) for other audience members to listen to as part of Rider Spoke;
- c) will be added to an archive of recordings which comprise Rider Spoke; and
- d) may be used (at Blast Theory's discretion) in documentation, marketing and future iterations of Rider Spoke.

By clicking the "Agree" button you:

- a) give a perpetual, royalty free, licence to Blast Theory to retain and use your recordings as set out above; and
- b) waive any moral rights you have to be named as the originator of the recording.

You may request for your recordings to be deleted at any time. Please just let one of us know, or email info@blasttheory.co.uk. Please note that ACMI is not involved in the storage or use of your recordings.

4. Warranties

The audio recordings you hear in Rider Spoke have been supplied by other riders like yourself. We do not confirm or necessarily agree with the content of such recordings. These recordings do not speak for Blast Theory and /or ACMI.

5. Other liability

Ours

Because you are fully responsible for your own safety, please note that neither ACMI nor Blast Theory accepts any liability for loss, damage, death or injury, except solely to the extent this arises as a result of our own negligence, or from fraud on our part.

If for any reason any court decides that either ACMI and/or Blast Theory are liable (excluding personal injury or death caused by our negligence or fraud) then our (ACMI and Blast Theory) aggregate liability to you is limited to a total of A\$10,000 (ten thousand Australian dollars).

Yours

Please note that if you have an accident, or cause injury or damage to someone or their property, and that person (or someone on their behalf) sues ACMI and/or Blast Theory or causes us to be prosecuted, then under this agreement you are agreeing to indemnify ACMI and Blast Theory 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.

By clicking on "Agree" below, you acknowledge that you have read, understand and agree to these Terms of Use and Indemnity.

6. Data privacy

Blast Theory complies with GDPR requirements and the Privacy and Data Protection Act (Vic) 2014 . Blast Theory will only use the data you provide in the app for the Rider Spoke event and marketing. Blast Theory will not sell your data to third parties. Blast Theory will dispose of your data as soon as it is not necessary. Blast Theory normally store data for a maximum of seven years to ensure that we are able to respond reasonably to any legal communications.

You may request that any of your data held by Blast Theory be deleted at any time. Please just let one of us know, or email info@blasttheory.co.uk.

You can view Blast Theory's Privacy Policy by asking the FOH staff member for a copy.

I have read, understand and agree to the above terms [Agree button].