

# RIDER SPOKE TERMS OF USE

**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

Please agree to these terms to take part in Rider Spoke, they are legally binding. If you have any questions, please speak to someone in our team.

### 1. About us

We are Blast Theory, an artist group based in Brighton, UK. We are also a UK registered company [03162239] and charity [1053343].

### 2. You can only take part if you...

- are aged 16 or over
- 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
- 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
- wear a helmet
- if you are providing your own bicycle then it will be in a roadworthy condition. We cannot accept responsibility for any mechanical failures

By proceeding you are confirming all of the above.

### 3. Your safety

Rider Spoke is not a guided experience and you are free to explore the area in any direction you choose. Please ride carefully, be aware of your surroundings at all times and make sure you follow all local traffic regulations. We also recommend that you wear a cycle helmet and can provide one for you if requested.

Your safety is entirely your responsibility, which is why we draw your attention to the conditions in paragraph 2.

### 4. Your audio recordings

Please be aware that, by taking part in Rider Spoke, you agree that recordings you make during your experience:

- a) will be stored and used together with the first name that you have given in the app
- 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
- d) may be used [at Blast Theory's discretion] in documentation, marketing and future iterations of Rider Spoke

By clicking the "Agree" button within the app you:

- a) give a perpetual, royalty free, non-revocable licence to Blast Theory to use your recordings
- 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](mailto:info@blasttheory.co.uk).

### 5. 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.

### 6. Other liability

#### Ours

Because you are fully responsible for your own safety, please note that we do not accept any liability for loss, damage, death or injury unless arising as a result of our own negligence, or from fraud on our part.

If for any reason any court decides that we are liable (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.

### 7. Data privacy

We comply with GDPR requirements. We will only use the data you provide in the app 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