



## **Terms and Conditions of Event Entry**

### **Definitions**

**"Conditions"** means these Terms and Conditions of entry for the Event.

**"Dual Discipline Event"** means any two of the three triathlon disciplines.

**"Entry Form"** means the website pages which must be completed in order to participate in the Event.

**"Event"** means the event named on the Entry Form.

**"Entry Fee"** means the price of entry into the Event as set out in the Entry Form.

**"Event Information"** means information provided by the Event Organiser in relation to the Event.

**"Event Organiser"** means Active Outdoor Sports Ltd.

**"Participant"** means the person named on the Entry Form who will be participating in the Event.

**"National Governing Bodies"** includes, amongst others, the British Triathlon Federation (BTF), International Triathlon Union (ITU) and British Cycling

## **1. Acceptance of Conditions**

These Conditions shall apply in place of and prevail over any terms or conditions. A variation of these Conditions is only valid if the Event Organiser gives notice to the Participant in writing in any official Event material or correspondence prior to the Event (including via email). The Participant shall be deemed to have accepted these Conditions upon completion of the Entry Form. Where there are multiple entrants, in a team for example; entering through one entry form. All parties must agree and sign to the Conditions

## **2. Participation**

2.1 The Participant acknowledges that participation in the Event is physically strenuous. It is acknowledged that participation in the Event will be physically demanding and the Participant is aware of the nature of the Event and associated medical and physical risks involved.

2.2 The Participant agrees that he/she is physically capable of competing in the Event and agrees to be solely responsible for his/her actions. The Event Organiser, its officers, employees, agents, affiliates, associated companies, sponsors or medical advisers are not responsible for any injury or illness that the Participant may suffer as a result of his/her participation in the Event (unless caused due to the negligence of the Event Organiser). The Participant accepts that should any medical or physical condition arise prior to the Event which is likely to affect his/her ability to compete, the Participant will withdraw in accordance with these Conditions. The Participant acknowledges the exclusion of liability and indemnity provided in clause 5 of these Conditions.

2.3 The Participant agrees to abide by all applicable rules and regulations of the relevant sporting governing bodies that oversee the Event. The Participant shall not be entitled to a refund of the Event Fees if he or she is disqualified from the Event as a result of an infringement of these Conditions or any such rules and regulations. The Event Organiser is also entitled to impose Event

rules upon the Participant from time to time which will form part of these Conditions.

2.4 The Participant must complete the registration process (including, if applicable, to rack their bike) at the times and on the day as instructed by the Event Information, which will be issued by the Event Organiser before the Event. It is the Participant's responsibility to provide and use, if applicable a roadworthy bicycle, helmet, or other safety requirements to ensure compliance with national governing body rules and regulations. If required (and applicable), the Participant will supply his/her bike for inspection.

2.5 The Event Organiser may introduce cut off times as they see fit as part of the Event rules, being limits on the time taken to complete sections of the Event (as initiated by the Event Organiser at its discretion) to ensure the safe and proper running of the Event. Subsequently, competitors may be instructed to withdraw from the race in accordance with imposed cut off times.

2.6 The Event Organiser reserves the right at any time to remove Participants from the Event, or prevent Participants participating in the Event, if in the Event Organiser's discretion, it considers such action necessary for safety reasons or the proper enjoyment of the Event by other Participants or for any other reasonable reason. No refund of the Event Fee shall be made if the Participant has acted negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the Event or other participants, so as to cause his/her removal.

2.7 The minimum age of entry for the Event is stipulated on the Event details contained within the Entry form.

2.8 Team entries, where applicable, must provide confirmation of full details of all team members in writing by no later than two weeks prior to the Event.

2.9 All decisions and rulings by the Event Organiser, its employees and its agents are considered final. Accordingly, the Participant will comply with all Event rules and all instructions and guidelines given by stewards, marshals, and safety personnel. The Participant acknowledges and agrees that the Event Organiser will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation of the Event, the rules of the Event, the timings/finish times and the placings.

2.10 These Conditions are personal to the Participant and it may not assign any of its rights or obligations under this Agreement without the prior written consent of the Event

Organiser. The Participant represents and warrants that the Entry is purchased for personal use only, that it cannot be donated free of charge or otherwise given away for free, and that it is not purchased as part of any form of business or commercial activity (unless expressly authorised by the Event Organiser), and in particular, that the Entry may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotion use as a prize (including in competitions and sweepstakes), travel packages, or for any other trade purposes. Donation, give away, resale or attempted resale is grounds for seizure or cancellation without refund or other compensation.

2.11 The Participant acknowledges and accepts that circumstances concerning an Event may change from time to time for reasons out of the Event Organiser's reasonable control or otherwise, without the Event Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant other than set out in clause 4 below

### **3. Bookings and Payments**

3.1 In consideration for being granted the right to participate, the Participant must pay the Entry Fee by no later than the closing date set out on the Entry Form.

3.2 The Participant shall complete the Entry Form online and submit it together with payment of the Entry Fee online in accordance with the Event Organiser's website. Manual entries are not accepted unless through prior arrangement with the event organiser.

3.3 The Participant shall not be eligible or entitled to participate in the Event until full payment of the Entry Fee has been received by the Event Organiser. No payment shall be deemed to have been received until the Event Organiser has received cleared funds.

3.4 Where the event organiser processes a manual entry or completes the booking process on behalf of the competitor. The event organiser will sign the conditions on behalf of the competitor. It is the sole responsibility of the competitor to ensure he/she has read the Terms and Conditions.

### **4. Withdrawal, Cancellations or Alterations**

4.1 The Event Organiser reserves the right to alter the start time of the Event. In the event of a change of start time, the Participants

will be notified of the revised start time with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in start time for an Event provided the Event takes place on the specified date of the Event.

4.2 The Event Organiser reserves the right to change the date of the Event. In the event of such change of date of the Event, and the Participant is unable to attend on the revised date, he/she has 14 days to inform the Event Organiser in writing from when the change in date is announced to receive a refund of their Entry Fee.

4.3.1 If the Participant withdraws from the Event 60 days or more prior to the Event, he/she will receive a refund of the Entry Fee, with an administration fee of 40% of the total cost of the entry fee (up to a total of £15.00) subtracted from this amount. The administration fee deducted will not be more than £15.00 for any event. Refunds will be made by Bank Transfer at the end of the month when the withdrawal was accepted.

4.3.2 If a Participant withdraws from the Event between 59 days and 21 days before the Event, he/she will receive no refund from the Event Organiser. However, the Event Organiser will provide the Participant with a place free of charge in the same Event the following year, provided such Event takes place (see 4.3.3 below). The Participant shall only be entitled to roll entry over once and it must be for the following year.

4.3.3 Please note, however, that the terms set out in clause 4.3.2 **do not apply** in the case of the **East Coast Triathlon, Stradbroke** and the **Victory Triathlon**. In these instances, participants will not be entitled to a free place in the same event the following year. **A waiting list will not be in operation for any Active Outdoor Sport events.**

4.3.4 If the Participant withdraws from the Event within 21 days or less prior to the Event, or if the Participant fails to register, for the Event he/she will receive no refund or reserved entry for any future race or event.

4.4 Notice of withdrawal from the Event must be communicated by email to [info@activeoutdoorsport.co.uk](mailto:info@activeoutdoorsport.co.uk) and stating clearly your desire to withdraw and putting the word **Withdrawal** in the subject line of the email.

4.5 The Event Organiser will do the utmost to ensure an event is not cancelled. However in the event of a cancellation for any reason, the competitor will be entitled to an 80% refund of their entry fee. Alternatively the participant will be given the opportunity to use the full value of their entry fee in credit with Active Outdoor Sports Ltd.

This may be used in a selection of Active Outdoor Sports Ltd's events.

4.6 Transfer to another event may be made at the Organiser's discretion and is subject to availability. This is only available if withdrawal is made 60 days or more prior to an event and will be subject to a £5 administration fee

## **5. Event Organiser Responsibilities/Liability**

5.1 Notwithstanding anything in these Conditions the Event Organiser shall not be liable to the Participant for any liability in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, anticipated savings or wasted expenditure, loss or damage of or to personal equipment belonging to the Participant or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of submitting the Entry Form) arising out of the Participant taking part in the Event or any other matter arising under these Conditions nor for an aggregate amount greater than the Event Fee paid by the Participant. Without limiting the foregoing, the Event Organiser will not be liable for any actions of any spectators or other third parties unless otherwise set out herein.

5.2 Accordingly the Participant hereby expressly and irrevocably renounces, for him/herself, heirs and successors in title the right to any recourse or claims whatsoever against the Event Organiser, its officers, employees, suppliers and/or sponsors and/or persons for whom it is answerable ("Associated Parties") as a result of any kind of physical, mental or other loss or damage of whatsoever nature (including any loss of earnings, profits, or pain and suffering) suffered by the Participant, directly or indirectly, or by his/her family or by any dependents and caused by an event in any way relating to the Participant's participation in Event. The Participant hereby undertakes, for him/herself, heirs and successors in title to indemnify and hold harmless the Event Organiser, and the Associated Parties for any costs and/or amount, which they or any of them may be required to pay as a result of any aforesaid recourse or claim by whomsoever made. The Participant also agrees to indemnify the Event Organiser and the Associated Parties for any claim, actions, liabilities or losses resulting from any breach of the Participant's declarations above and/or the Participant's negligent acts or omissions and/or wilful misconduct.

5.3 Nothing in the following Conditions shall exclude or limit the liability of the Event Organiser:

5.3.1 Death or personal injury caused by the Event Organiser's negligence;

5.3.2 Fraud or fraudulent misrepresentation; or

5.3.3 Any matter which it would be illegal for the Event Organiser to exclude or attempt to exclude liability.

## **6. Publicity**

6.1 The Participant irrevocably consents to:

6.1.1 His/her appearance in the Event being filmed, recorded, incorporated and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature by all means and in all media and formats now or invented after the date of these Conditions; and

6.1.2 The use and reproduction of the Participant's name, likeness, appearance and photographs, films and recordings by all means and in all media for the purpose of advertising, publicity and otherwise in relation to the exploitation of the Event (and future events) and/or the promotion of the Event (and future events) and the commercial rights relating to the Event (and future events) provided that such use does not imply direct endorsement by the Participant of

to Active Outdoor Sport and stored in accordance to their privacy policy

## **7. General**

7.1 These Conditions (and the documents referred to therein) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The Participant acknowledges and agrees that in submitting the Entry Form (and the documents

referred to therein) it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to these Conditions or not) other than as expressly set out in these Conditions.

7.2 Nothing in these Conditions shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

9.3 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

9.4 These Terms and Conditions are subject to English Law and Jurisdiction.

**Produced by:** Active Outdoor Sports Ltd.

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