

# BRJ Laragh Duathlon

## Terms and conditions

### Preamble

Organising sporting events requires a considerable amount of forward planning, time, risk and expense. Approximately 9 – 12 months prior to our duathlon event taking place, work begins and costs are incurred. These include administrative, insurance, advertising, marketing, equipment, website and volunteer's time. As an event draws nearer, we continue to incur costs, many in relation to the number of entrants in the event. Whilst we are investing into the cost of staging our events, there is no guarantee of their success, making financial planning an integral part of event management and promotion. For this reason our 'Terms and Conditions' are here to ensure we are able to provide athletes with continued safe and enjoyable events.

### Definitions

- "event" refers to the BRJ Laragh Duathlon.
- "organiser" is BRJ Run & Tri or any third party commissioned by BRJ Run & Tri to perform the preparations for the event.
- An entry refers to payment received for either an individual application or a relay application for the event.
- "entrant" refers to the individual or relay team that has put in an entry in an event.
- The event office is "BRJ Run & Tri, c/o Hinchingsbrooke School, Brampton Road, Huntingdon, Cambridgeshire, PE29 3BN".

### 1. Entrant's responsibility statement (Entry means agreement to this statement.)

Participating in any sport in particular endurance ventures like a duathlon requires specific training, fitness and skills.

I confirm that I have completed sufficient training to ensure that I am fit enough to cope with the demands and stresses of the event entered and that my technical skills are adequate for the diverse requirements of the competition.

I accept that taking part in this event by its nature could be hazardous and contains certain inherent risks including, but not limited to:-

- Suffering injury and damage arising out of a crash or collision during the cycle section
- Suffering injury due to the actions of other competitors or spectators

There are many other foreseeable risks to which I consent.

I accept that I owe a significant duty of care to all other competitors, spectators and race officials. I will exercise all reasonable care to avoid causing death, injury or loss to any such persons and will indemnify the event organisers and their partners from and against any liability found against them arising out of my negligent or reckless acts.

I accept that in the event of my requiring medical attention during the event the medical personnel appointed by the event organiser take no responsibility for the treatment provided for any unreported existing condition/s which increases the risk of a medical emergency.

I acknowledge that the event organiser has relied on this statement (in its entirety) in accepting my entry to the event and that if I was unable or unwilling to agree to all the matters set out above in this statement of responsibility the event organiser would not allow me to compete. All statements of fact are true."

## 2. Conditions of Entry

2.1 By entering the event, all applicants agree to abide by our terms and conditions as listed.

2.2 This includes all members of a relay team where a relay race is staged at the event.

2.3 The entrant is aware that the nature of the event is physically demanding and that by entering the event they are confirming that they are capable of completing the event and that the organiser will not be held responsible for any injury or illness as a result of their participation.

2.4 The entrant waives and discharges from any and all liability for death, disability, personal injury, property damage, property theft and all other foreseeable risks, claims or actions of any kind (including negligence) whatever and however occurring which may arise, at any time, from or in connection with, directly or indirectly, their participation in the Event, the following persons or entities: The Event Organisers, Event officials and personnel, land managers and/or owners, event sponsors, volunteers, and all of their respective officers, directors, employees, independent contractors, representatives, agents and volunteers.

2.5 The event takes place in open and natural environments and as such hold lots of natural slip, trip and fall opportunities. The roads you use are open to traffic and the public. You enter knowing of the dangers and accept full responsibility for your action/s / yourself and that of those around you. BRJ Run & Tri accepts NO responsibility for any loss or injury however so caused by entering this event.

2.6 The entrant understands and complies with all the relevant information, rules and specifications for the draft legal races that the organiser stages. The organiser will not accept any responsibility for the entrant attending the event with the wrong equipment specified for the race, it is your responsibility for ensuring that your bike/equipment complies with the rules stipulated by the British Triathlon Federation.

2.7 The Parent / Legal Guardian agrees to the following terms and conditions if the entrant is under 18 upon entry:

2.7.1 – I confirm that the entrant understands and must abide by the rules of the event and that of the governing bodies. (BTF/TE)

2.7.2 – I confirm the entrant has no medical disability that would endanger themselves or others by taking part (and will not compete if unfit on the day).

2.7.3 – I accept the hazards involved in multi sports events and acknowledge that the entrant takes part in these activities at my risk. Although the organiser takes primary responsibility for the safety of children in these activities, I confirm that I understand that they accept no liability to me for any loss or damage to the entrant or our property arising out of the entrant participation, other than the organiser's liability for causing death or personal injury by negligence.

2.7.3 – I confirm that all equipment used by the entrant has been verified and checked as safe. Including all specialist equipment (bikes, helmets etc.)

2.7.4 – I confirm the entrant understands and agrees that during the race they will obey marshals & technical officials' instructions.

2.7.5 – I confirm the entrant understands that in the event of any illness/accident during these activities, I give FULL consent to any necessary medical treatment being administered to the named above, including anaesthetics if required.

## 3. Confirmation of Entry

3.1 An acceptance email will be sent confirming your entry to the event, from our online payment partner, if you have entered online.

3.2 It is the entrant's responsibility to inform BRJ Run & Tri if any of these details are incorrect so they can be corrected by the time the event closes to entries.

3.4 BRJ Run & Tri cannot guarantee that any changes can be implemented if they are received after the event has closed for entries.

## 4. Competitor Withdrawal

The organiser offers a withdrawal policy with the intention to protect entrants' interests as well as the organiser's financial sustainability. If the entrant does need to withdraw from the event the entrant shall receive a credit against the entry fee, providing the entrant follows to the letter the withdrawals policy below. (Sections 4.1 to 4.6). There will be no exceptions.

4.1 Any withdrawals must be received in writing at the event office. **An email is not sufficient.** The event office is "BRJ Run & Tri, c/o Hinchingsbrooke School, Brampton Road, Huntingdon, Cambridgeshire, PE29 3BN".

4.2 The withdrawal must be notified at least 28 calendar days before the event. The date of withdrawal is as postmarked on the envelope of the withdrawal letter not the date of any prior correspondence (including emails and telephone calls).

4.3 Proof of posting does not mean proof of receipt. It is the responsibility of the entrant to ensure withdrawal notice has been received by the organiser.

4.4 The organiser will only issue a credit providing 4.1 – 4.6 is followed in full.

4.5 Withdrawals will be issued as follows:

4.5.1 **28 calendar days** or more prior to the event = **Full Credit Note** – Minus £10 admin costs. (Entry system fee's)

4.5.2 Less than **28 calendar days** prior to the event = **NO CREDIT UNDER ANY CIRCUMSTANCES.** There will be no exception.

4.6 Credits do not include any online processing fee. (£10) you will be responsible for this when you claim your credit back in the future.

4.7 No registration packs, tickets or items associated with the entry to the event will be sent to any competitor who has withdrawn from the event or who does not register during the allocated time periods.

4.8 The organiser will use their best endeavour to process the entrant's credit as soon as possible, without any guarantee that this will be before the event takes place. When the organiser has received the withdrawal request, confirmation of withdrawal and addition to the credit list will be sent by email. You will receive no other communication regarding this credit, it is the entrant's responsibility to contact the organiser to redeem a credit. **CREDITS ARE ONLY VALID FOR 12 MONTHS FROM THE DATE OF ISSUE.**

## 5. Transfer of Entry

5.1 Applicants are permitted to transfer their entry to another individual, only by direct contact with the organiser Office at the latest within 14 calendar days from the event. The organiser has a right of last refusal to allow the transfer. Action through BTF/TE/UKA/ARC in conjunction with the organiser will be taken against those that attempt to allow another individual to use their entry without formal transfer.

## 6. Race / Event Information:

6.1 All information relating to the event will be published on [www.brjrunandtri.org](http://www.brjrunandtri.org), any advance changes/alterations to the course or event will also be published on the website as will individual start times. It is the responsibility of all entrants to ensure they are aware of all information relating to the event.

6.2 The organiser endeavours to ensure the entrant is provided with the event entered. Circumstances may be such that the organiser is unable to deliver the event in the format/location that was expected/advertised. The organiser has the right to change any event without prior notice. In such circumstances entrants will not be eligible for any credits/refunds, whether full or partial, deferrals, or any other financial recompense.

## **7. Prizes**

7.1 The organiser has the absolute discretion in the award of any prizes, prize money or third party prize or award

7.2 No prizes will be forwarded to any prize winner post event.

7.3 Any uncollected prizes are forfeited and the prize will not be awarded.

## **8. Special Offers**

8.1 The organiser may run special offers or discounts that may run for a period of time.

8.2 The organisers have the right to withdraw any offer at any time for any reason.

8.3 No offers will be back dated or issued to competitors who may have already entered an event prior to a promotion.

## **9. Giveaways / Promotional Free Gifts.**

9.1 The organiser may decide to give individual finishing prizes or to offer FREE give-giveaways when they feel appropriate, at some events they may not. This is not a prerequisite of entry, it is totally at the discretion of the organiser if / or what they decide to give if anything. These Items are not subject to the refund and returns policy. If stocks allow, they may at their discretion replace any faulty items.

## **10. Entrants Information / Photography**

10.1 The entrant authorises the use of their name, voice, picture and video along with any information provided on the event entry system/ form to be used without payment in any broadcast, telecast, communication, promotion, or advertising. The entrant also agrees that the information provided may be used by the event organisers for the purpose of promoting future or other events or for the promotion of the event charity(ies), race sponsors products and services.

## **11. Refusal of entry**

11.1 The organiser maintains the right to refuse or revoke entry to any entrant entirely at their discretion.

## **12. Force Majeure**

“Force Majeure” means an act of God, this may result in circumstances beyond our control that we are unable to deliver an event. Including but not limited to fire, flood, earthquake, wind storm or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; terrorism; law, judgement, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service; failure of the transportation of any personnel equipment, machinery supply or material required by the organiser for the provision of services pursuant to this Agreement, breach of contract by any essential personnel or any other matter or cause beyond the control of the organiser is unable to deliver an event. In such circumstance entrants will not be eligible for any refunds, whether full or partial.

**These terms and conditions will be dealt with under the law of England and Wales.**

# Privacy policy

The organiser is committed to protecting your privacy online. The policy below will explain how we will achieve this.

We collect the following information. During entry registration it is necessary that we ask entrants to provide:

- Name
- Date of birth
- Email address
- Postal address

During the payment process credit card details will be passed to Worldpay / Cardsave through their payments gateway. At no point in the process does the organiser record any of credit card details. Credit card details remain unknown to the organiser and are not retained or stored at any point in the organiser's database.

## Security

The organiser committed to protecting entrants' information online. All transactions taking place within the organiser website that concern private information will be protected via Secure Sockets Layer. Before entering personal or payment information please ensure the browser is operating a secure session. Check the status bar for a padlock symbol.

## Use of Cookies

Cookies are small files which many web sites transfer to your hard disk. They can inform the web site what pages you visit, and your preferences, which enable web sites to provide you with a more personalized service. The web browser can be set up to refuse cookies, or to warn before accepting them. The organiser uses cookies, but most parts of the organiser site can be accessed even if cookies are turned off. However there are parts of the site that cannot access if cookies are turned off.

## How does the organiser uses entrants' information.

The organiser uses the information to help us understand more about how our web site is used, to improve our site, and to send you information about us and our products which we think may be of interest to you, either electronically or otherwise. Your personal data will be used to create the start lists for our events but no directly identifiable information other than your age group and name will appear on any documentation or results provided by us. Unless you have informed us that you do not wish to receive further information about our products and those of our affiliates and partners, we and they may send you direct mail.

## When does the organiser share information

The organiser does not sell or share entrants personal information with others. A number of other people's web sites have links on our site. If entrants link to their sites, they may collect information. Such sites are not within the organiser's control and are not covered by this privacy statement. If the organiser believes that the entrant's use of the site is unlawful or damaging to others, the organiser reserves the right to disclose the information obtained through the site about the entrants to the extent that it is reasonably necessary in the organiser's opinion to prevent, remedy or take action in relation to such conduct.