

## Worcester City Run Bike Run Terms & Conditions 2015

Contact Information: E: info@worcestercityrun.com

T: 01434 689040

In these Conditions:

“Applicant” or “you”	means a person (who is over 18 years old) entering the Race as an Individual Entrant or entering a Juvenile or a Team for the Race (whether or not the Applicant is a member of the Team);
“Entrant”	means an Individual Entrant or a member of a Team being entered for the Race by the Applicant;
“Fee”	means the fee stated at Condition 2.1;
“Juvenile”	means a person who is below the age of 18 years upon entering the Race but is at least 16 on the Race Date (no person below the age of 16 years on the Race Date may enter the Race);
“Partners”	DS Media and Events Ltd associated group companies and other organisations involved in the organisation of the Race;
“Race”	means the race comprising an 10k run, 25k cycle ride and further 5k run (each a “Leg”) that forms part of the Worcester City Run events taking place on the Race Date;
“Race Date”	means 20 <sup>th</sup> September 2015
“Team”	means a team of three people each of whom will participate in one Leg of the Race (only one person at a time participates in each Leg);
“Individual Entrant”	means an individual entering the Race alone who will participate in all three Legs of the Race;
“We”	means DS Media & Events Ltd

### 1. ENTRY

1.1 By paying the Fee the Applicant warrants that:

- (i) the Applicant is an Individual Entrant; or
- (ii) the Applicant is entering a Team for the Race, in which case the Applicant warrants that he/she is authorised by the other members of the Team to enter the Team for the Race and to enter into the obligations and give the consents set out in these Conditions on behalf of each member of the Team;
- (iii) the details you have provided to us in respect of the members of the Team are accurate and that each member of the Team will be at least 16 years of age on the Race Date; and
- (iv) agrees that the Team will participate in the Race and that each member will be bound by these Conditions.

1.2 Where any Entrant(s) are Juveniles the Applicant warrants that he/she is parent or guardian of such Juveniles or that he/she has been properly authorised by the parents or guardians of such Juveniles to enter them for the Race and to enter into the obligations and give the consents set out in these Conditions on their behalf.

- 1.3 All communication and correspondence will be conducted through the Applicant. You will ensure that your e-mail account is able to receive our e-mails. We shall have no liability if our e-mails are rejected by any firewall, anti-spam, antivirus or other software or because your inbox is full. If your residential or e-mail address changes after you pay the Fee, you shall inform us of the address change by sending an e-mail to the following address: info@worcestercityrun.com. Race day information will be sent via e-mail no less than two weeks prior to the Race Date, and will be issued to the email address held by us at that time.
- 1.4 You will receive details of the Entrant's start time and start location in your information pack. Please ensure Entrants arrive two hours before their designated start time. If you have not received the information pack one week before the Race Date you should e-mail us at the following address: info@worcestercityrun.com.
- 1.5 Included in the information pack will be an electronic chip to record the Entrant's Race time. Only one chip will be issued per Individual Entrant or Team and, in the case of a Team entry, each member will need to pass the Team's chip on to the member participating in the next Leg of the Race.

## 2. FEE

- 2.1 The fee for entry into the Race is:
- 2.1.1 £47 until 5<sup>th</sup> March 2015, £50 from 6<sup>th</sup> March 2015 for individuals who are not a member of a Triathlon England, Wales or Scotland club
- 2.1.2 £44 until 5<sup>th</sup> March 2015, £47 from 6<sup>th</sup> March 2015 for individuals who are a member of a Triathlon England, Wales or Scotland club
- 2.1.3 £70 until 5<sup>th</sup> March 2015, £75 from 6<sup>th</sup> March 2015 for teams
- 2.2 All fees are inclusive of VAT and are subject to a card processing fee.
- 2.3 If your entry is accepted the Fee is non-refundable except as otherwise stated in these Conditions.

## 3. EVENT SAFETY

- 3.1 At all times during the Race all Entrants must adhere to all instructions given by the Race officials.
- 3.2 It is your responsibility to ensure that Entrants have the correct equipment (including, for the cyclist, an appropriate cycle in good condition) and clothing for the Race, taking the weather conditions into account. Cyclists must wear a safety-approved helmet. The Race course will pass through forest and areas of narrow path way (2½ metre width). The course includes tarmac and off road track sections. You must ensure that each Entrant wears appropriate footwear.
- 3.3 Entrants must not:
- (a) attract or otherwise interfere with or feed the animals within the forest as they pass;
  - (b) deviate from the official route of the Race;
  - (c) be accompanied by pets or other animals;
  - (d) swap, sell or transfer Race numbers;
  - (e) use any of the following items in the Race:
    - roller skates; or
    - wheel barrows; or
    - cycles (except in the cycling Leg); or
    - any other item that we, in our reasonable opinion, deem to cause danger or risk of danger to any participants.

- 3.4 3.4.1 Fancy dress costumes are permitted provided that they do not involve the carrying of large objects and will not restrict the wearer's ability to move around the Race course. Prior approval must be obtained of any costume to be worn whilst participating in the Race.
- 3.4.2 Approval of fancy dress costumes can be obtained up to two weeks before the Race Date by e-mailing [info@worcestercityrun.com](mailto:info@worcestercityrun.com). We will make every effort to respond to your e-mail in advance of the Race Date. If prior approval is not obtained, the Race officials may require Entrants to change out of fancy dress into appropriate clothing and footwear if the Entrants have such clothing and footwear available. If these are not available the Race officials may refuse the Entrants access to the Race.
- 3.5 You warrant to us that all Entrants you enter for the Race are, and will be on the Race Date, sufficiently fit and healthy to participate in the Race unaided, without the use of a wheelchair and in accordance with these Conditions. Further information in respect of this is given in Condition 5.

#### 4. RACE EJECTION

- 4.1 We reserve the right to refuse entry to the Race or ask any Entrant to withdraw if:-
- 4.1.1 the Entrant fails to follow instructions given by Race officials;
- 4.1.2 the Entrant acts in a manner that we, acting reasonably, believe:-
- (a) may cause injury to the Entrant in question or another participant;
  - (b) may damage or harm the environment;
  - (c) is likely to cause offence; or
  - (d) otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in Condition 3 above (Event Safety);
- 4.1.3 in our opinion an Entrant is unfit to race due to:-
- (a) the consumption of alcohol;
  - (b) the use of drugs;
  - (c) an injury or illness; or
- 4.1.4 an Entrant fails to arrive at the start location at the specified time; or
- 4.1.5 an Entrant is unable to make sufficient progress in the Race, in the reasonable opinion of the Race officials, to allow completion of the Race in daylight or whilst the weather conditions are conducive to the completion of the Race.

#### 5. SPECIAL REQUIREMENTS

Entries from blind or visually impaired participants are welcome provided they are accompanied by another participant with adequate vision to ensure the safety of the blind or visually impaired Entrant. If this Condition 5 applies please e-mail us at [info@worcestercityrun.com](mailto:info@worcestercityrun.com) for further information.

#### 6. CANCELLATION BY YOU/RACE RULES

- 6.1 Entry fees are non-refundable and non-transferable. No exceptions.
- 6.2 Once we receive and accept your entry, you will not receive a refund if you cannot participate, you may not give or sell your race number to anyone else and you may not transfer your entry fee to future races.
- 6.3 You must be in good health and physically prepared to take on the challenge of this event.
- 6.4 Race numbers are required to participate.
- 6.5 No coaches, bikes, in-line skates, skateboards, baby joggers or dogs (except guide dogs) will be allowed on the course.

Entry fees are NON REFUNDABLE and entries are NON TRANSFERABLE. Sorry, no exceptions. Once we receive and accept your entry, you will not receive a refund if you cannot participate. You may not give or sell your number to anyone else.

## 7. CANCELLATION BY US

- 7.1 We may cancel the Race if circumstances beyond our reasonable control arise which, in our reasonable opinion, would cause the Race to be hazardous for participants, spectators or Race staff including, without limitation, war, civil or political unrest, terrorism or inclement weather conditions.
- 7.2 We may cancel the Race if one month before the Race Date we have not, in our sole discretion, received a sufficient number of participants to make the Race economically viable.
- 7.3 If we cancel the Race in accordance with Condition 7.1 or 7.2:-
- 7.3.1 we will, if practicable, give written notice of cancellation to the address we hold for you. In the event that written notice is not practicable due to the timescales involved we will use reasonable endeavours to provide other suitable methods of notice including, e-mail, television and radio broadcasts; and
- 7.3.2 you will receive a refund of the Fee.
- 7.4 In the event of cancellation of the Race we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs, including your and the Entrant's travel to the Race location.
- 7.5 In the following circumstances:-
- 7.5.1 if you cancel and we choose to refund the Fee;
- 7.5.2 if we cancel the Race due to circumstances beyond our reasonable control, or
- 7.5.3 if we cancel the Race in accordance with Condition 7.2,

we reserve the right to retain £5.00 from the refund of the Fee as a contribution to administration costs.

## 8. DATA PROTECTION

- 8.1 For the purposes of this Condition, personal information includes medical data collected about Entrants for health and safety purposes ("Personal Information").
- 8.2 You agree that such Personal Information can be stored and used by us and our Partners in connection with the organisation, staging and administration of the Race. Medical information will only be used to allow medical assistance to be given on the Race Date.
- 8.3 You agree that Personal Information may be anonymised and the anonymised data may be used by us and our Partners in connection with the compilation of statistical information and to improve health and safety procedures at future events.
- 8.4 You agree that the names and contact details of the Applicant and Entrants can be used by us and our Partners for the purposes of:-
- 8.4.1 the promotion and marketing of the Race; and
- 8.4.2 adding them to a mailing list to keep them informed about any future events and services which we believe they might be interested in, such as leisure activities relating to either similar types of events or activities in a similar location

(together the "Marketing Information"). If you object to such use, please see Condition 8.6.

8.5 We shall take all necessary steps to ensure that Personal Information or Marketing Information belonging or relating to the Applicant and Entrants which comes into the possession or control of us or our Partners shall not be:-

8.5.1 used or reproduced in whole or in part in any form except for the purposes outlined in these Conditions;

8.5.2 disclosed to any person not authorised by you to receive it; or

8.5.3 altered, deleted, added to or otherwise interfered with (except where expressly permitted by these Conditions).

8.6 If you would not like us or our Partners to use the Marketing Information or Personal Information other than for purposes related solely to the Entrant's participation in the Race, please e-mail us at: [info@worcestercityrun.com](mailto:info@worcestercityrun.com).

## 9. USE OF IMAGES

9.1 The Race may be televised and photographs may be taken which capture the Entrant's participation in the Race. You agree to the publication of photographs and broadcasts of images of Entrants which accurately depict their participation in the Race in the context of a report which relates to the Race.

9.2 Except in accordance with Condition 9.1, photographs, images, names or voices will not be used by us in any broadcast, telecast, advertising, promotion or other medium without your consent.

## 10. GENERAL

10.1 These Conditions and the contract between us shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

10.2 If any provision of these Conditions is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

10.3 These Conditions and the contract between us shall not create, confer or purport to confer any benefit or right enforceable by any person who is not a party to it (except for Entrants being entered for the Race by the Applicant).

10.4 Nothing in these Conditions shall have the effect of holding the Partners out as being a partner, joint venture, principal or agent of or with each of us.

## 11. LIABILITY

Neither Worcester City Council nor any of its Partners shall be liable for any loss, damage, injury, illness or death resulting from an Entrant participating in the Race (provided always that this Condition 11 shall not remove or restrict the liability of any person or company for any injury, illness or death caused by its negligence).