

Worcester City Young Athletes Races Terms and Conditions

In these Conditions:

- “Entrant” means the child being entered by you for one of the Races and whose details you have entered on our entry website;
- “Fee” means the fee stated at Condition 2.1;
- “Races” means the Worcester City Young Athletes Run U11 and Worcester City Young Athletes Run U16- (and “Race” shall be construed accordingly);
- “Worcester City Young Athletes Run U11” means a 1km race for children between the ages of seven and ten years (and children entering the U11 run may be accompanied in the Race by a parent or guardian);
- “Worcester City Young Athletes Run U16” means a 3k race for children between the ages of eleven and fifteen years (and children entering the U16 run may NOT be accompanied by a parent or guardian unless there are special requirements which necessitate this and this has been arranged with us in advance);
- “Partners” means Worcester City Council’s associated group companies and other organisations involved in arranging the Races;
- “Race Date” means 20th September 2015;
- “we”, “us” or “our” means DS Media & Events; and
- “you” means you as a parent or guardian of the Entrant.

1. ENTRY

1.1. By paying the Fee you:

- (i) warrant that you are the parent or guardian of the Entrant, that the details you have provided to us in respect of the Entrant are accurate and that they will on the Race Date be an appropriate age to participate in the Race in which they are being entered (as set out above); and
- (ii) agree that the Entrant will participate in the Race for which you have entered them and that you and they will be bound by these Conditions; and
- (iii) if the Entrant is entering the Osprey Challenge and you are accompanying him or her then you accept that the provisions of Conditions 3, 4, 5, 9, 10 and 11 shall apply to you as if you were the Entrant.

1.2. All communication and correspondence will be conducted through you and we will not contact the Entrant directly. 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, antispam, 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. Information packs will start to be issued at least two

weeks prior to the Race Date, and will be issued to the address held by us at that time. We will not re-issue any information packs if notification of the change of address is received less than four weeks prior to the Race Date.

- 1.3. You will receive details of The Entrant's start time and start location in your information e-mail sent at least two weeks prior to the Race Date. It is your responsibility to ensure that the Entrant arrives at the start in good time for the Race. You agree to remain with the Entrant until five minutes before the Race that they are entering starts and to meet them at the end. If you have not received your information e-mail one week before the Race Date you should e-mail us at the following address-: info@worcestercityrun.com.

2. FEE

- 2.1. The fee for entry into a Race is £8 per Entrant, inclusive of VAT.
- 2.2. If the Entrant's 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 you and the Entrant must adhere to all instructions given by the Race officials.
- 3.2. It is your responsibility to ensure that the Entrant has the correct equipment and clothing for the Race, taking the weather conditions into account. The course includes tarmac and off road track sections. You must ensure that the 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; or
 - any other item that we, in our reasonable opinion, deem to cause danger or risk of danger to you or any participants.
- 3.4. 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. You must obtain approval of any costume the Entrant intends to wear whilst participating in the Race.
- 3.5. Approval of fancy dress costumes can be obtained up to two weeks before the Race Date by e-mailing info@worcestercityrun.com. We will try to respond to your e-mail in advance of the Race Date. If you do not obtain approval, the Race officials may require the Entrant to change out of fancy dress into appropriate clothing and footwear if the Entrant has such clothing and footwear available. If these are not available the Race officials may refuse the Entrant access to a Race.
- 3.6. You warrant to us that the Entrant is, and will be on the Race Date, sufficiently fit and healthy to participate in the Race unaided (except by a parent or guardian in the U11 run), without the use of a wheelchair and in accordance with these Conditions. Further information in respect of this is given in Condition.

4. RACE EJECTION

- 4.1. We reserve the right to refuse entry to a 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 the consumption of alcohol or the use of drugs or due to 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 Races 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

- 5.1. 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 5.1 applies to the Entrant please email us at info@worcestercityrun.com for further information. Regrettably, the Race will not be open to wheelchair users due to health and safety restrictions.

6. CANCELLATION BY YOU

- 6.1. You should inform us immediately, in writing, to info@worcestercityrun.com, if the Entrant incurs an injury or develops a medical condition which prevents him or her from participating in a Race and he or she needs to withdraw.
- 6.2. If you provide supporting medical evidence of such injury or medical condition we may, at our discretion, offer the Entrant a place free of charge in any similar race organised by us in 2015.
- 6.3. If under Condition 6.2, the Entrant's participation has been deferred to a similar race in 2015 and:-
- 6.3.1. the Race in 2015 is cancelled, Condition 7 will apply; or
 - 6.3.2. it is decided by us that no similar race will be held in 2015, you will receive a refund of the Fee at the time such decision is made.

7. CANCELLATION BY US

- 7.1. We may cancel a Race if circumstances beyond our reasonable control arise which, in our reasonable opinion, would cause a 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 a 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 a Race in accordance with Condition 7.1 or 7.2:-
- 7.3.1. we will, if practicable, provide 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 a 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.

8. DATA PROTECTION

8.1. For the purposes of this Condition, personal information includes medical data collected about the Entrant 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 Races. Medical information will only be used to allow medical assistance to be given on the Race Date.

8.3. You agree that your Personal Information and that relating to the Entrant 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 your name and contact details and those of the Entrant can be used by us and our Partners for the purposes of:-

8.4.1. the promotion and marketing of a Race; and

8.4.2. adding you to a mailing list to keep you informed about any future events and services which we believe you 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, 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 Entrant 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 a Race, please e-mail us at: info@worcestercityrun.com

9. USE OF IMAGES

9.1. The Races may be televised and photographs may be taken which capture the Entrant's participation in a Race. You agree to the publication of photographs and broadcasts of images of the Entrant which accurately depicts his or her participation in a Race in the context of a report which relates to a Race.

9.2. By entering the Entrant for a Race you give permission for the Entrant's name, voice and any still or moving image of the Entrant to be used free of charge in any broadcast, telecast,

advertising, promotion or any other medium as part of any news report, feature, promotional or advertising material (relating to the Races, Kielder Water, Northumbrian Water Limited or otherwise).

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.
- 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 DS Media & Events, Worcester City Council nor any of its Partners shall be liable for any loss, damage, injury, illness or death resulting from the Entrant (or any accompanying parent or guardian in the U11 run) participating in a 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).