

Terms and Conditions

Definitions:

"The Organiser" - Tewkesbury Triathlon Club

"Event(s)" – Any event organised by Tewkesbury Triathlon Club

"The Participant" - Individual(s) who wish to enter or have entered an Event via the on-line entry service or on the day of the Event by other means.

Summary:

By entering an Event the Participant agrees to abide by these Terms and Conditions and:

- The Participant understands the Events are of a strenuous nature. The Participant also understands the medical & physical risks involved and by entering they agree that they are capable of competing in the Event.
- The Participant agrees that they are solely responsible for their actions and that the Organiser, its officers, 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.
- The Participant accepts that the Organisers and their associates are not liable for any loss, damage, claim, injury (including fatal) or expense that may arise in consequence of their participation in any the Organiser Events.
- The Participant agrees to comply with all race rules, instructions and guidelines given by officials, marshals and safety officials, and agrees that the Organiser will organise and run the Event and will have sole authority and the final decision relating to the safety, running and organisation of the Event, the Event rules, times and placings.
- The Organiser has the right to use images, photographs and video taken by their contracted photographers and employees at the Event without informing the Participant. These images will only be used for the purposes of promoting, reporting and broadcasting the Event, and any other promotion related to the business activities of the Organiser.
- Any individual who does not wish to have their image used by the Organiser for these purposes must inform the Organiser via email no later than one week prior to the Event. Notification closer to, or after the Event can be made and the Organiser will use its best endeavours to prevent images of that individual being used but cannot guarantee it.

Event Rules

The Event is run in accordance with British Triathlon Federation Rules, which can be viewed at www.britishtriathlon.org/about.

It is the Participant's responsibility to know and abide by the rules and to ensure their equipment and its use complies with the rules.

Where cut-off times apply, the Organiser reserves the right to remove Participants that do not meet those times or have, in their opinion, no realistic chance of meeting those times. In this situation no refund will be made to the Participant.

Race rules that are specific to the Event will be made available to competitors before the Event. It is the competitor's responsibility to read these before the Event.

The following conditions apply to the Organisers Events:

- Under 18s may be permitted to race by completing a parental consent form which must be submitted to info@tewkesburytriathlon.co.uk prior to the vent, or in person prior to the commencement of the Event.
- Participants shall not use personal music systems or mobile phones during the Event.
- We reserve the right to alter the format of an Event without prior notice should the need arise.

Transfer & Withdrawal Policy

Participants are not allowed to transfer or swap their entry to another person under any other circumstances than those detailed below. Entries cannot be deferred to future editions of the Event or any similar Events under any other circumstances than those detailed below.

Unauthorised transferring or swapping of entries is prohibited as it risks the Organiser's Event insurance being affected. Unauthorised swapping of entries therefore creates additional risks for the Event and for the other Participants. Anyone found to have swapped their entries may be banned from participating in future Events promoted by the Organiser.

We do understand that having signed up to one of our Events you may no longer be able to take part. In such instances, please email racedirector@tewkesburytriathlon.co.uk and we will use our best endeavours to accommodate transfers and withdrawals as follows:

- Withdrawal - Receive a refund (minus fees) up to six weeks before the Event.
- Deferral - Use your entry for another of our Events in the same calendar year (where places are available) up to four weeks before the Event. Please note additional costs may be incurred where the cost of entry is higher than the original Event. Once an entry is deferred it cannot be refunded or deferred, but may be transferred.

- Transfer - Transfer your entry to someone else, whose details you provide, up to seven days before the Event. Once an entry is transferred it cannot be refunded or deferred.

Event Cancellation and Event Changes Policy

If the Event is cancelled for reasons beyond the Organisers control, including without limitation fire, storm, act of terrorism, "act of god", serious medical incident, then the Participant will not be entitled to any refund or compensation of other losses and any refund that the Organiser decides to make will be within the absolute discretion of the Organiser.

The Organiser reserves the right to change or amend any details relating to the Event at its sole discretion due to circumstances beyond its reasonable control, including by way of changing distances or disciplines. This includes the right to alter start times.

Medical Conditions and Information

All Participants are required to provide emergency contact details as part of the entry process, and to disclose any known medical conditions to the Organiser. The Organiser reserves the right to refuse entry and not to provide a refund, if a Participant fails to provide this information or the information provided is known to be false.

It is the Participant's responsibility to ensure they have the right level of physical ability to complete the Event. If you know or are concerned that you have a medical condition which might interfere with your safe participation in the Event, before you enter you should seek advice from a relevant medical professional and follow that advice.

Collection and Use of Data

The Participant agrees and consents to The Organiser using his/her personal details provided in his/her Online Registration Form or otherwise and for the following purposes:

Event administration:

- a) The Organiser requires a record of each Participant's registration details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the Event.
- b) The Participant agrees to receive emails from the Organiser and British Triathlon and the Home Nation Associations containing Event information and Event updates before and after the Event.
- c) The Organiser will also keep records of medical information provided that it is kept confidential and may be shared only with medical personnel or teams allocated to the Event. Such information shall be deleted within a reasonable time following the completion of the Event unless the Participant agrees that the Organiser may use such information in relation to future Events organised by the Organiser which are staged within a reasonable timeframe thereafter.
- d) The publication of the official start lists and results of the Event and their inclusion in British Triathlon Federation's historical results database as well as

other reasonable statistical purposes. For the avoidance of doubt, the following Participant information shall be published within Event start lists and results: Name, Age, Age Category, Gender, Club and membership number as appropriate. In addition to this data, Date of Birth shall be passed to British Triathlon to enable matching of results to individual membership records, but will not be publicly published.

E-mail and SMS communications

The Organiser will use the Participant's contact data submitted on the Online Registration Form or otherwise to send the Participant information by e-mail and/or SMS relating to the Event, other Events and any further categories of news and promotional information as the Participant may have requested on the Online Registration Form.

The Participant acknowledges and agrees that the Organiser may send an e-mail or SMS notification following the Event inviting the Participant to submit or renew his/her registration for any future Organiser Events.

The Participant accepts that the Event's appointed photography partner will be able to email them post event regarding the purchase of Participant photos from the Event.

The Participant accepts that if he/she ticks a charity box at point of entry, their details will be passed onto said charity who will be able to contact him/her in the future

All Participant data will be managed and stored securely by the Organiser and where appropriate, the British Triathlon Federation, in accordance with the Data Protection Act 2018.

Liability

Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Organiser from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Organiser to any person (including the Participant and/or any of the Participant's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in the Event or any part thereof (except where any such injury or death is caused by the negligence of the Organiser or any of its employees) and the Organiser's liability to the Participant is excluded to the fullest extent permissible by law.

Other than as stated below, the Organiser shall not be liable for any loss, damage or expense arising from an event of Force Majeure.

The Organiser, its staff, agents or contractors shall not be liable for indirect or consequential loss or damage.

The Organiser will not be liable for any computer result errors or any technical malfunctions.

Whilst the Organiser takes every care with staging the Event, the Participant acknowledges that personal accident and personal items insurance is his/her sole responsibility. The Organiser shall not be liable to the Participant for any loss or damage of or to personal equipment belonging to the Participant, or any indirect or consequential loss or damage whatsoever arising out of the Participant taking part in the Event; or for any loss of business; revenue or profit; loss of reputation; anticipated savings or wasted expenditure; pledges made on your behalf or by you to charity.

The Organiser will not be liable for any actions of any spectators or other third parties.

Code of Conduct

By competing in the Organiser's Event you agree to:

- Treat other competitors, marshals and members of the public with dignity and respect.
- Avoid swearing, abusive language and irresponsible behaviour.
- Respect the rules of the venue.
- Dispose of any rubbish responsibly.
- Adhere to the rules set out by the Organiser.
- Adhere to British Triathlon competition rules and British Triathlon code of Ethics.
- Cooperate with the technical officials.

Any inappropriate behaviour will result in instant disqualification from the Event and a ban from future Events held by the Organiser.

Health commitment statement

Your health is your responsibility. The Organiser is dedicated to helping you take every opportunity to enjoy your participation in the Events safely. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to you

We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

We will make every reasonable effort to make sure the Event is organised to accepted safe operational standards for you to enjoy.

We will make all reasonable steps to ensure first aid is available at the Event to an industry standard.

If you tell us you have a disability which puts you at a substantial disadvantage in accessing our Event, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with your safe participation in the Event, before you enter you should seek advice from a relevant medical professional and follow that advice.

It is the decision of the Participant, not the Organiser, to determine whether he or she is fit enough to participate in the Event. If the Participant is in any doubt, they should seek medical advice. It is up to the Participant where to seek that medical advice. You should let the Organiser know immediately, if you feel unwell whilst participating in the Events. There will be first aid provision in attendance at the Events.

If you have a disability, you must follow any reasonable instructions to allow you to complete our Event safely.

This Health Commitment Statement sets the standards that the Organiser and the Participant can reasonably expect from each other in regards to the health of the Participant.