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Terms & Conditions of Challenge Event & Festival of Inclusivity Participation

Definitions

“**Charity Partner**” means a charity that has places in the Event.

“**Contagious Disease**” means any actual or anticipated disease (whether currently known or not, or whether foreseeable or not) which is contagious between people.

“**Contagious Disease Control Requirements**” means rules and regulations provided by the UK government and/or local government that are applicable to mass participation event organisers to minimise the transmission of, and protect individuals from, any contagious diseases (whether foreseeable or not) including COVID-19 or any other public health concern (such as, but not limited to, actual or potential outbreaks of disease, epidemics or pandemics).

“**COVID-19**” means the global coronavirus disease which as of the time of these Terms and Conditions has been officially designated a global pandemic by the World Health Organisation, which is commonly known as COVID-19 and which is caused by the virus named the severe acute respiratory syndrome coronavirus 2 (SAR-CoV-2).

“**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended;

“**Entry Confirmation**” means confirmation that their Online Registration Form has been successfully completed (sent via email from the Event Organiser and/or Race Space to the Participant).

“**Event**” means Parallel Windsor intended to be held on 2nd July 2023.

“**Event Organiser**” means Parallel Lifestyle Limited (registered number 08355312) registered address Unit 8 Dock Offices, Surrey Quays Road, London, England, SE16 2XU



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“**Fee**” means the cost of one entry to the Festival of Inclusivity or the cost of entry in a Challenge Event that is to be paid by the Participant in order to participate in any of the Challenge Event distances.

“**Fee Confirmation**” means confirmation that the Participant’s Fee has been successfully processed and received by the Event Organiser (sent via email from the Event Organiser and/or Race Space to the Participant).

“**Parallel Windsor**” means the closed road, run, walk or push through the Windsor Great Park that is organised by the Event Organiser.

“**Online Registration Form**” means the pages within the Race Space portal that must be completed by the Participant prior to participation.

“**Participant**” or “**you**” means the named person on the Online Registration Form.

“**Personal Data**” means the Participant’s name, delivery address, email address, phone number, challenge event number, t-shirt size, identity, medical conditions, emergency contact information, age, and such other information collected on the Online Registration Form, and information about your use of the Website including details of your internet protocol address, operating system, browser version, cookie details, the content viewed, duration and your navigation of our Website.

“**Parties**” means the Event Organiser and the Participant.

“**Privacy Notice**” means the privacy policy available on the Website, which sets out how the Event Organiser processes the Participant’s personal data;

“**Race Space**” means the 3rd party registration system, which supports all registrations, merchandise and credit card payments;

“**Registration Date**” means the relevant date for registration, which shall be the date the Participant receives the Fee Confirmation.

“**Terms and Conditions**” means these participant terms and conditions, relating to the Event, as set out below.

“**Website**” means www.parallellifestyle.com



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Entry to the Event

1.1 These Terms and Conditions govern entry to Parallel Windsor 2023 for all Participants and those Participants who had a place in Parallel Windsor 2022 and chose to transfer their place to the Event for free.

1.2 Entry to the Online Registration Form shall open on Monday 20th February 2023 and shall close at noon on Friday 30th June 2023. To complete your entry into the event, Participants are required to complete the Online Registration Form.

1.3 Following completion of the Online Registration Form Participants shall receive an Entry Confirmation. If an entrant does not receive an Entry Confirmation their registration has not been successful and they do not have a place in the Challenge Event or Festival (if Festival ticket only)

1.4 It is entirely within the discretion of the Event Organiser whether to accept late entries and/or payment. There are no rights of redress for failing to comply with these Terms and Conditions.

1.5 We welcome all ages, however participants under the age of 16 who take part in the 5k or 10k distances must be accompanied by an adult.

1.6 Participants shall receive an official numbered bib in their challenge event pack by post. Packs will be delivered at least 3 days before the Event. If you have not received your pack by this time please get in touch on contact@parallellifestyle.com.

1.7 The numbered bib is personal to the Participant and the Participant undertakes and agrees (i) to wear the official numbered bib assigned to his/her/their registration; (ii) not to authorise or permit any third party to use their official numbered bib in the Event; and (iii) not to allow any third party to participate in their place in the Event.



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Refunds

2.1 Within 14 days of receipt of the Fee Confirmation, the Participant may request a refund in relation to the Fee or the purchase of any merchandise if the Participant does not want to take part in the Event or no longer wants to proceed with a merchandise order. Please note, if a merchandise order is made at a later date, the Participant may request a refund up to 14 days following payment of the merchandise order. Except as set out at clause 3.4 under no other circumstances may a Participant request a refund.

2.2 To request a refund in accordance with clause 2.1 please contact the Event Organiser on contact@parallellifestyle.com

2.3 Except as set out at clauses 3.3. and 3.4 places cannot be deferred or transferred at any time.

Event Change or Cancellation

3.1 The Event Organiser reserves the right to change the time, date, start/finish, location, route and format of the Event, to deliver an Adjusted Event and to postpone and/or cancel the Event, in whole or in part, without liability to the Participant except as set out below in this clause 3.

3.2 The Event Organiser shall use reasonable endeavours to notify the Participant of any changes to the Event and their participation in the Event that are required. Unfortunately, it may be necessary to reduce the number of Event participants due to social distancing needs, in which case the Event Organiser will use reasonable endeavours to notify affected participants as soon as practicable and to offer alternative options.

3.3 If the Event can no longer take place on the original event date and the Event is postponed to another date then the Participant's place shall automatically be transferred to the postponed Event unless the Participant is unable to attend the Event on the postponed date, in which case the Participant may choose one of the options set out in clause 3.4.



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3.4 If the Event can no longer take place on the original event date and is cancelled, or if the Event was postponed and can no longer take place on the postponed event date and the Event is cancelled, the Participant may request one of the following options:

- a. transfer their place in the Event to the next Parallel Windsor, at no additional cost; or
- b. donate the Fee paid by the Participant for their place in the Event to a charity of choice and not transfer their entry to the next Parallel Windsor; or
- c. request a refund of the Fee paid by the Participant for their place in the Event and not transfer their entry to the next Parallel Windsor

3.5 Participants wishing to choose one of the options set out in clause 3.4 are asked to promptly notify the Event Organiser of the option the Participant has chosen in the manner and within the time frame specified by the Event Organiser in its communication to Participants setting out whether the Event shall be postponed or cancelled (as provided by the Event Organiser in accordance with clause 3.6). If the Event Organiser does not receive notification from any Participants who are affected by an Event change or cancellation within the specified notice period, the Event Organiser will assume:

- a. where the Event is postponed or cancelled, that the affected Participants will be automatically entered into the rescheduled Event.

3.6 The Participant acknowledges and agrees that if the Event can no longer take place on the original event date, the Event Organiser may not be in a position to confirm whether the Event is either cancelled or postponed. The Participant shall be informed by the Event Organiser if the Event shall be either postponed or cancelled once the Event Organiser is able to do so.



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The Event

4.1 The Event's start and finish locations will be on the Long Walk in The Windsor Great Park.

4.2 The Participant agrees to abide by the rules, instructions and regulations published and displayed in these Terms and Conditions or other documents or emails provided by the Event Organiser from time to time or given on the day of the Event by course marshals, officials and volunteers.

4.3 Challenge Event times will not be officially recorded and is the responsibility of the individual to time themselves, should timing be of personal importance.

4.4 There is no official cut off time but please be aware that the roads are only closed within Windsor Great Park until 1pm. After this time the roads will be open, but we expect minimal traffic. Course marshals, volunteers, water stations, medal collection, t-shirt distribution and goody bag points will remain open until the last participant has finished or wishes to stop.

4.5 We welcome all assistance and service animals.

4.6 We welcome all wheelchairs, scooters, mobility aids, prams, and buggies.

4.7 All Participants who start a Challenge Event will be entitled to a medal, T-shirt and goody bag, regardless of finishing.

An Adjusted Event

5.1 The Event Organiser reserves the right to deliver an Adjusted Event, in whole or in part, without liability to the Participant except as set out at clause 3 if in the Event Organiser's opinion changes to the Event are required to minimise the transmission of, and protect the Participants from, any Contagious Disease or public health concern.



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5.2 The Event Organiser shall use reasonable endeavours to notify the Participant of any changes to the Event and their participation in the Event that are required as a result of delivery of an Adjusted Event.

Unfortunately, it may be necessary to reduce the number of Event participants due to social distancing needs, in which case the Event Organiser will use reasonable endeavours to notify affected participants as soon as practicable and offer alternative options.

5.3 If the Event Organiser organises an Adjusted Event or if the Event takes place while Contagious Disease Affected Controls are in place, then the Participant agrees to comply with the following:

a. abide by all rules, regulations and guidance provided by the UK government and/or local government that are in place to minimise the transmission of, and protect individuals from, any Contagious Disease or public health concern, including without limitation any requirement to socially distance from other people, to wear a mask and to wash hands regularly;

b. abide by all instructions and guidance issued by the Event Organiser or their representatives either prior to the Event or on Event day to minimise the transmission of, and protect individuals from, any Contagious Disease or public health concern;

5.4 All Participants agree that if they or anyone within their household are or have recently been experiencing any symptoms of COVID-19 or any other Contagious Disease prior to the Event, they shall not attend the Event in line with any and all national or local government guidelines and/or such other requirements as are specified by the Event Organiser from time to time.

5.5 Unless any of the situations as set out in clause 3 apply, Participants who are unable to attend the Event are not entitled to a refund of their Fee. Nothing in these terms and conditions affects your statutory rights.



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Participant Declaration

6.1 The Participant agrees to be bound by these Terms and Conditions. If the Participant does not agree to these Terms and Conditions, they may not enter the Event. The Event Organiser reserves the right to change the Terms and Conditions from time to time prior to the Event. These Terms and Conditions were last updated in February 2023. The Participant agrees to be bound by any such modification to these Terms and Conditions.

6.2 The Participant acknowledges that participation in and training for the Event involves physical activity and carries with it inherent risks and dangers which cannot be eliminated completely, which, without prejudice to the generality of this clause 6.2, may include accidents, personal injury (ranging from minor discomfort to catastrophic injuries and death) and loss or damage to property due to falls, obstacles, contact with other Participants, the acts and/or omissions of other Participants, the effects of weather, traffic conditions and the conditions of any road. By completing and submitting the Online Registration Form, the Participant confirms that, to the best of their knowledge, they are able to walk, run or push, they understand and have considered and evaluated the nature, scope and extent of the risks involved (including, without limitation, those risks listed above), and have voluntarily and freely chosen to assume all risks associated with training for and participating in the Event (except where any such personal and bodily injury, including death, is caused by the negligence of the Event Organiser).

6.3 The Event Organiser does not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at, and/or participation in the Event by each Participant. The Participant is advised to obtain such insurance themselves if required.

6.4 Subject to clause 6.5, the Event Organiser shall take all reasonable steps to assess the safety and suitability of the course prior to the Event. The Event Organiser shall also arrange for the availability of an appropriate number of first aid and medical personnel in keeping with the



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nature of the Event. The Participant hereby authorises such medical personnel (both on-site or on-call) to administer first aid treatment or any medical treatment to the Participant or to transport the Participant in the event of any illness, accident or injury suffered by the Participant in connection with his/her participation in and/or attendance at the Event, but shall not be liable for such treatment or transportation by such third party. The Participant shall be responsible for any medical or transport expenses specifically incurred in connection with any illness, accident or injury sustained or occurring in connection with participation in and/or attendance at the Event.

6.5 Subject to clause 7.3, the Participant acknowledges and agrees that the Participant shall indemnify and hold harmless the Event Organiser from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered or incurred by the Event Organiser (including legal and professional fees and those paid to the Participant's insurers) arising in connection with any act or omission of the Participant or any accident, loss, damage or injury (including death) arising out of the Participant's attendance at, participation in, or training for the Event.

Liability

7.1 Subject to clause 7.3, the Event Organiser shall not be liable for any of the following:

technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer/internet transmissions or other errors or malfunctions of any kind which may prevent receipt by the Event Organiser of an Online Registration Form and/or payment of the Fee;

damage to, or loss of, the official numbered bib. In the event the challenge event bib is lost or damaged please contact the Event Organiser on contact@parallellifestyle.com; or

any losses the Participant suffers as a result of the Event Organiser's breach of these Terms and Conditions. For the avoidance of doubt, the Event Organiser shall not be liable to the Participant in contract, tort (including, without limitation, negligence) or otherwise in connection



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with the Event for loss of revenues, profits, contracts, business or anticipated savings or loss of data; goodwill or reputation; or any special or indirect or consequential losses.

7.2 If at any time it is discovered that any Participant should have been ineligible to participate in the Event (or if participation in the Event should have been refused for any reason whatsoever) the Event Organiser reserves the right to refuse entry to such Participant to the Event. Further, the Event Organiser reserves the right to reject at any time any Online Registration Form which is believed to be fraudulent or to disqualify any Participant believed to have not complied with the Terms and Conditions from attending, or participating in any future Parallel Windsor Events. The Event Organiser shall not be liable in any way to the Participant as a result of any such disqualification or refusal.

7.3 Nothing in the Terms and Conditions shall affect the Event Organiser's liability:

for death or personal injury resulting from the negligence of the Event Organiser or a deliberate act or omission of the Event Organiser, its employees or agents;

for breach of statutory duty;

for fraudulent misrepresentation; or

to the extent that liability cannot be excluded or limited by law.

How We Use Personal Data

8.1 For the purposes of the Data Protection Laws the controller of any personal data processed under these Terms and Conditions is the Event Organiser. The Event Organiser is Parallel Lifestyle, trading as Parallel, a registered company in England and Wales with the registered number 08355312. The Parallel brand operates as a social enterprise.

8.2 The Event Organiser takes its responsibilities under the Data Protection Laws seriously and will only process your Personal Data in accordance with its obligations under the Data Protection Laws. More information about how the Event Organiser processes personal data is set out in its Privacy Notice, which is available on the Website or through this



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[link](#). You may contact the Event Organiser about the processing of any Personal Data by emailing contact@parallellifestyle.com

8.3 The Event Organiser will only process your Personal Data to provide services in relation to the Event or where you have given us your consent to stay in touch with you. Consequently, it may be necessary for the Event Organiser to share your Personal Data with third parties (such as in the administration and organisation of the Event and future Parallel Windsor Events). For example, the Event Organiser has partnered with Race Space, a business which provides the Online Registration Form. More information about who the Event Organiser shares personal data with is set out in the Privacy Notice.

8.4 Some recipients of your Personal Data may be located outside of the UK or the EEA. Where the Event Organiser transfers Personal Data to any third party outside of the UK or the EEA, the Event Organiser will ensure that your personal data is subject to appropriate protection in accordance with the Data Protection Laws. More information about international transfers of personal data is set out in the Privacy Notice.

8.5 The Participant consents to the Event Organiser, and any of its third parties involved in the Event, having the right and licence to interview and/or photograph and/or film the Participants at the Event (or before or subsequent to the Event as the Event Organiser may reasonably require) and to use such interviews, photographs and filming, the Participant's name, likeness and image, voice, video and film portrayals and other means of identification of the Participant, and any biographical or other information or data related to the Participant (including race times and results) in all current and future media, in any form, anywhere in the world in connection with the production, advertisement, marketing or promotion of the Event Organiser, the Event and any subsequent Parallel Windsor Events in the future.

8.6 The Participant consents to the Event Organiser sending the Participant information about and in relation to the Event, both before and after the Event.



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8.7 The Event information referred to in clause 8.7 may include information from the Event sponsors and partners whose financial contributions to the event help subsidise the entry cost and provide valuable benefits to the event participants. All Event information provided in accordance with clause 8.7 shall be communicated by the Event Organiser who will not share the Participant's data with Event sponsors or partners. The Event Organiser will only share the Participant's data with Event sponsors and partners where the Participant has actively consented to being contacted by the Event sponsors and partners.

8.8 Clauses 8.5 - 8.8 are conditions of entry into the Event. Please see paragraph 10 (Consent and Legitimate Interest) of the Privacy Notice for further information.

8.9 To opt-out of receiving any communications from a third party, you will need to contact the applicable third party. The Event Organiser is not responsible for the communications or the content of any communications you receive from any such third party.

8.10 The Event Organiser takes the health of all participants taking part in the Event extremely seriously and where it is considered necessary in order to protect the vital interests of the Participant, may:
use any medical information supplied to treat or otherwise assist the Participant as a result of illness or injury at the Event;
provide the Participant's medical information to any Event medical provider, or any doctor or hospital for the purpose of providing the Participant with treatment; and
use any emergency contact information provided by the Participant to inform the emergency contact of any incident at the Event. More information about the ways in which the Event Organiser processes personal data is set out in the Privacy Notice.



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8.11 The Participant will inform the Event Organiser of any changes to the information supplied in their original Online Registration Form and particularly any changes concerning a medical condition and/or contact details.

8.12 The Event Organiser acknowledges that the Participant has specific rights under the Data Protection Laws such as the right of the Participant to obtain a copy of his or her personal data which is held by the Event Organiser or the right of the Participant to have personal data deleted in certain circumstances. If you wish to exercise any rights under the Data Protection Laws please contact the Commercial Director, Lyeloon Kazi, at Parallel Lifestyle Limited, Unit 8, Dock Offices, Surrey Quays Road, London, England, SE16 2XU. More information about your rights under the Data Protection Laws is set out in the Privacy Notice.

General Provisions

9.1 If any provision in the Terms and Conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.

9.2 These Terms and Conditions shall be subject to the law of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

9.3 A person who is not a party to the Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.

9.4 The Participant may not assign, transfer or deal in any other manner with these Terms and Conditions or any of its rights under it without the prior written consent of the Event Organiser. The Event Organiser may assign or transfer its rights and obligations under these Terms and Conditions without the consent of the Participant.

9.5 These Terms and Conditions and the documents referred to herein constitute the entire agreement and understanding between the Parties



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and supersede any previous agreement between the Parties relating to the subject matter herein. The Participant acknowledges that it has not, in entering into these Terms and Conditions, relied on any statement, representation or assurance that is not expressly set out in these Terms and Conditions, or any document referred to herein.

