

## **TERMS & CONDITIONS**

“The Organiser” – TBF Events Ltd (previously TriHard Events Ltd)

“The Participant” – Individual(s) who wish to enter or have entered The Event via the online entry service.

### **1. Conditions of Entry**

By completing the designated entry process participants are agreeing to abide by the following terms and conditions.

### **2. Completion of Entry process**

It is the Participant’s responsibility to provide accurate and truthful information when completing the entry process, any errors in data entered is the responsibility of the Participant.

If at any point the organiser discovers that the Participant has provided false or inaccurate personal information, or that the information provided means that the participant is ineligible to participate in the Event the organiser reserves the right to refuse entry or disqualify the Participant, without any refund of the entry fee or administration fee.

### **3. Payment**

Each Participant is required to pay the entry fee in full, along with any administration fees which may apply at the time of entry.

Once payment is received and entry is confirmed, the fee is non-refundable other than as set out in section 5 below.

Administration fees are non-refundable in all circumstances.

### **4. Confirmation of entry**

Entry to the event is confirmed by via email to the email address provided by the Participant only upon completion of the entry process.

### **5. Participant’s withdrawal policy & refunds**

If the Participant wishes to withdraw from the Event (after the withdrawal deadline) they must do so by informing the Organiser in writing by email to [jasmine@thebrownleefoundation.org](mailto:jasmine@thebrownleefoundation.org).

The email subject title must be “WITHDRAWAL”. No other method of withdrawal is accepted by the Organiser. Providing the withdrawal notice is provided within the applicable time limits the Organiser will confirm the withdrawal by email to the Participant within 5 working days.

Withdrawing from the Event is irrevocable; if notice of withdrawal is given under this section then the Organiser will remove the Participant’s name from its start lists and other official documentation, whether or not the entry fee has been refunded in full, in part or not at all.

Participant hereby acknowledges and agrees that any refund that may be due will be payable by the Organiser and that the BTF or any home nation Triathlon federation will not be liable in any way for the said refund. The BTF (and the home nation federations) will not be responsible for processing or obtaining any refund.

5.a TBF Events Withdrawal Policy. The withdrawal policy is presented on the entry platform.

## 6. Transfers and Deferrals

Transfers and deferrals are not allowed. Transferring or swapping of entries risks that the Organiser's Event insurance will be voided or subject to limitations and conditions or limitations not anticipated by the Organiser. In this and in other ways attempting to swap entries creates additional risks for the Event and for the other Participants.

Any participants and other involved individuals who are found to have swapped their entries will be banned from participating in all future events promoted by the organiser, and referred to the relevant Home Nation Association who may choose to implement further disciplinary action.

## 7. Race information

The race information is published on the Event website. It is the Participant's responsibility to read, understand and abide by the race information. The Organiser reserves the right to alter the race information at any time without notice.

## 8. Registration

Details of the registration process are contained within the race information. It is the responsibility of the Participants to attend registration during the published times.

Participants are required to attend registration to collect their race packs, those unable to attend may nominate another individual to collect their race pack if that individual is in possession of the entry confirmation email and a form of photo ID of the participant.

Participants must have photo ID (drivers licence, passport, British Triathlon membership card, etc) to register for the event and be issued their race pack.

Race packs will not be posted out and can only be collected during the published times.

If you do not register for the Event you will not be entitled to compete.

## 9. Photography

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.

For events where under 18 year olds are competing, Participants and event attendees are required to comply with the Photography Policy published on the event website.

## 10. Competition Rules

The Event is run in accordance with British Triathlon Federation Rules, which can be viewed at [www.britishtriathlon.org/about](http://www.britishtriathlon.org/about) except where stated i.e. elite races.

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.

#### 11. Event Changes

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 etc.

#### 12. Event Cancellation

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.

#### 13. 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.

#### 14. Medical Conditions & 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, you should not start the Event.

#### 15. Collection & 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 TBF Events 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/SMS communications

(a) 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.

(b) 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.

(d) 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.

(e) 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 BTF in accordance with the Data Protection Act 1998. Participant data will be passed to TBF Events Ltd and stored in accordance to their privacy policy .