

# TERMS & CONDITIONS

## HEINEKEN Endure24 2022 – TEAM HEINEKEN

### 1 DEFINITIONS

The following terms shall have the meaning set out opposite them below, unless the context otherwise requires:

|                                    |  |
|------------------------------------|--|
| <b>Event</b>                       | Means any event listed under “Endure 24” 2022 organised by Threshold Sports Ltd.   |
| <b>Event Email Address</b>         | Means info@endure24.co.uk  |
| <b>Event Website</b>               | Means the official Event website hosted by or on behalf of Threshold found at <a href="http://www.endure24.co.uk">www.endure24.co.uk</a> . |
| <b>Organiser</b>                   | Means Threshold Sports Ltd   |
| <b>Registration Form</b>           | The form that needs to be completed online by applicants to confirm their participation on the Event                                       |
| <b>HEINEKEN Endure24 Series</b>    | Means HEINEKEN Endure24 Leeds and HEINEKEN Endure24 Reading Events;  |
| <b>Team HEINEKEN</b>               | Means participants signing up to take part using one of the Title Partner places   |
| <b>Team HEINEKEN Email Address</b> | Means <a href="mailto:endure24@heineken.co.uk">endure24@heineken.co.uk</a>   |
| <b>Title Partner</b>               | Means HEINEKEN   |

### 2 REGISTRATION

- 2.1 Only persons aged 18 years or above on the first day of the Event may take part.
- 2.2 Applicants must complete and submit the Registration Form which can be found [here for HEINEKEN Endure24 Leeds](#) and [here for HEINEKEN Endure24 Reading](#).
- 2.3 All successful applicants (hereinafter referred to as “Participants”) will be notified by way of an Email Confirmation (the “Email Confirmation”) that they have been allocated a place to take part in the Event.
- 2.4 Places in the Event are strictly limited and therefore applications are subject to availability. Subject to Clauses 2.2 to 2.4. The Organiser will consider applications on a first come, first served basis by eligible Participants (which the Organiser shall determine in its absolute discretion) and otherwise in accordance with these Terms and Conditions
- 2.5 The relevant date for registrations shall be the date the Participant receives the Email Confirmation. The Organiser is not responsible for 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 Organiser of a Registration Form or receipt by an applicant of an Email Confirmation. For the avoidance of doubt, if, for any reason whatsoever, an applicant does not receive an Email Confirmation, said applicant shall not be considered to be a Participant and the Organiser shall not be responsible for the applicant’s failed application.
- 2.6 All Registration Forms must be received by the Organiser on or before midday the Sunday 2 weeks prior to the Event. (the “Entry Deadline”). Any Registration Forms received by the Organiser after the Entry Deadline will not be accepted. This deadline is subject to change if the Event entries are full prior to the above date, and in accordance with Clause 2.5. Threshold reserves the right to close the Registration Form at any point.

### 3 ENTRY FEES

- 3.1 The Entry Fees for Team HEINEKEN are covered by the Title Partner.

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- 3.2 Subject to the other provisions of Section 2, submission of the Registration Form and receipt of the Email Confirmation shall (together) entitle the Participant to participate in the Event.
- 3.3 The Event is personal to the Participant accepting these Terms and Conditions, and the Participant undertakes and agrees (i) only to participate in the Event wearing the number assigned to his/her registration, (ii) not to authorise or permit any third party to use his/her Participant number for the Event and (iii) not to sell, transfer or give any other person the right to participate in the Event and/or use the Participant's number.
- 3.4 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 Organiser reserves the right to disqualify such Participant from/refuse such Participant entry to the Event. Further, the Organiser reserves the right to reject at any time any Registration Form which it believes to be fraudulent, or to disqualify at any time any Participant it believes not to have fully complied with these Terms and Conditions from participating in the Event, or in any future events delivered by the Organiser. The Organiser shall not be liable in any way to such Participant as a result of any such disqualification or refusal. It is the Participant's responsibility to ensure full compliance with these Terms and Conditions.
- 3.5 If any provision in these 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.
- 3.6 These Terms and Conditions (and any documents referred to herein) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. Nothing in these conditions shall constitute or be deemed to constitute a partnership between the parties. These Terms and Conditions shall be interpreted in accordance with the laws of England and Wales and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English courts.

## 4 CANCELLATION AND TRANSFER OPTIONS

### 4.1 PARTICIPANT CANCELLATION

- 4.2 Any Participant intending to cancel their place in the Event shall inform the Organiser as soon as reasonably practicable. This should be done as soon as possible and before the day of the event. Please note:

4.2.1 Notice of cancellation must be communicated by the Participant by emailing [endure24@heineken.co.uk](mailto:endure24@heineken.co.uk) stating clearly the desire to cancel their place.

4.2.2 Additional Extras purchased that are managed by Threshold Sports such as merchandise and yoga will be refunded in full

4.2.3 Additional Extras purchased from third parties such as registration insurance and glamping are subject to those parties' Terms and Conditions.

4.2.4 If the Participant has fundraised for charity, any monies raised will not be refunded

### 4.3 EVENT TRANSFER

4.3.1 A participant can transfer their entry from Endure 24 Reading to Endure 24 Leeds, and vice versa, if notice is given to the Organiser.

4.3.2 Notice of an Event Transfer ("Event Transfer") must be communicated by the Participant by emailing [endure24@heineken.co.uk](mailto:endure24@heineken.co.uk) stating clearly the desire to transfer event.

4.3.2.1 The deadline for this is 23:59 on the Sunday 2 weeks prior to the Event first Event.

4.3.3 Additional extras purchased will be refunded in line with Clauses 4.1.1-4.1.2

### 4.4 PARTICIPANT CHANGE OF PACKAGE

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4.4.1 A Participant can change their package (“Package Change”) within the same Event if notice is given to the Organiser.

4.4.2 Notice of a Package Change must be communicated by the Participant by emailing [endure24@heineken.co.uk](mailto:endure24@heineken.co.uk) stating clearly the desire to Change their Package. The deadline for this is:

4.4.2.1 The deadline for this is 23:59 on the Sunday 2 weeks prior to the Event

## 5 EVENT RULES

5.1 The Organiser reserves the right to change the time, date, route and/or format of the Event, or, in exceptional circumstances, to cancel the Event, in whole or in part, without liability to the Participant. In such cases, Threshold:

5.1.1 will make a reasonable effort to provide notice of the changes/cancellation via email. If email notice is not practicable due to the timescales involved, we will use reasonable alternative methods of notice including text messages;

5.1.2 will have no responsibility or liability for any costs incurred, including any travel or accommodation costs whether existing or additional, as a result of the changes/cancellation; and

5.1.3 undertakes to act with full transparency and fully observe and satisfy its legal obligations to you at all times.

5.2 Participants are able to take part in the Event as part of a team. Participants must enter a team name on their Registration Form.

5.3 The Organiser reserves the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason (at the Organiser’s discretion) that may render the Participant unfit to safely complete the Event or unable to participate in a manner which fully complies with any applicable government medical or safety instructions, protocols or guidelines. The Participant confirms that he/she will not take part in the Event if he/she is suffering from any contagious illness (to include, but not exclusively, symptoms suggestive of Covid-19 (or similar) infection and diarrhoea or vomiting symptoms) and confirms that he/she will report any illness during the Event, to the Event medical team immediately.

5.4 The Participant agrees to complete a Health Screening questionnaire and/or body temperature screen where this is deemed necessary at the time to prevent the spread infectious diseases, such as Covid-19.

5.5 The Participant agrees to follow all instructions and guidelines issued by the Organiser, observe all protocols and adhere to any measures that may be in place at the Event in order to address and help mitigate the risk presented by infectious diseases, such as Covid-19.

5.6 Irrespective of any safeguards that may be put in place by the Organiser, Participation in the Event is at the Participant’s own risk, including risk to the Participant themselves (in particular with respect to the transmission of infectious diseases, such as Covid-19) and any damage caused by/to third parties or third party property.

5.7 If the Participant becomes ill with an infectious disease related symptoms, such as Covid-19, within 3 weeks of the Event, they agree to inform the Organiser so that they can assist with necessary ‘tracking and tracing’ in line with government policy at the time

5.8 The Participant agrees to scan the event Track and Trace QR code when entering the venue, if applicable, and agrees to be contacted by the Organiser after the event should another participant on the Event develop systems of an infectious disease, such as Covid-19, within 3 weeks of the Event

5.9 Without prejudice to Threshold’s right to remove any Participant from the Event due to ill health pursuant to Clause 5.3 above, the Participant acknowledges and agrees that:

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- 5.9.1 If the Participant becomes ill with a non-infectious illness (as determined by the Event medical team) during the Event but wishes to continue, the Organiser will allow the Participant to remain on the campsite.
- 5.9.2 If, however, the Participant becomes ill with an infectious illness (as determined by the Event medical team), the Participant shall be asked to leave the Event.
- 5.10 A Participant may be disqualified (“Disqualification”) from the Event by the Organiser if it is deemed that the Participant:
- 5.10.1 may cause injury to you or another participant;
  - 5.10.2 may damage or harm the environment;
  - 5.10.3 in the Organiser’s opinion is likely to cause offence; or otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the Terms and Conditions
  - 5.10.4 in the Organiser’s opinion the Participant is unfit to participate in the Event due to:-
    - 5.10.4.1 the consumption or use of alcohol or drugs;
    - 5.10.4.2 an injury or illness; or
    - 5.10.4.3 the Participant fails to arrive at the start location at the specified time;
- 5.11 If the Participant is refused entry to the Event or we ask the Participant to cease participation in the Event, the Participant must remove their runner’s identification number and electronic chip and return them to an Event official.
- 5.12 In the event of a Participant having to leave the Event because of injury, illness, voluntary withdrawal or Disqualification, the Participant will be responsible for all repatriation travel costs and related incurred travel arrangements. The Organiser will not be responsible for transporting the Participant or any belongings of the Participants.
- 5.13 The Organiser will endeavour to provide every Participant with a completion time but is not responsible for any electronic timing anomalies.
- 5.14 No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be used by any Participant either before or during participation in the Event. The Organiser reserves the right to refuse attendance at, or participation in, the Event by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.
- 5.15 As a continuing condition of entry each Participant shall ensure that, for the duration of the Event:
- 5.15.1 Only registered participants in the solo or team running packages are permitted on the course. No supporters are permitted on the course.
  - 5.15.2 Solo Participants must always access/leave the course via the Solo Runner entry/exit point in order that the timing system may correctly register the lap.
  - 5.15.3 Participants competing as a pair or part of a team must all complete at least one lap. Team Participants must always access/leave the course via the exchange point or risk disqualification. Participants are not required to have a team member on the course at all times but cannot have more than one team member on the course at the same time.
    - 5.15.3.1 The one exception to this is at the end of your final runners’ lap. There is an access point approx. 100m before the finish where team members can join their

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final runner for a team finish. Apart from the final runner, all other team members must remove their timing chips.

- 5.15.4 the Participant understands that the event involves sustained physical exercise in a remote area, and may involve walking or running at night;
  - 5.15.5 the Participant accepts that they are responsible for their own safety during the Event, in particular during the night sections;
  - 5.15.6 the Participant follows the Event route signage at all times, and does not deviate from the official signed route of the Event;
  - 5.15.7 the Participant agrees that they are responsible for their own fitness to take part in the Event, and will consult a doctor prior to the Event if necessary;
  - 5.15.8 the Participant will complete the route between the official opening and closing hours as noted on the Event Website. Failure to comply with this rule will result in Disqualification; however, the Organiser reserves the right to alter the route start and finish times in the event of mitigating circumstances e.g. inclement weather conditions;
  - 5.15.9 the Participant acknowledges that it is compulsory to carry a head torch after 8pm;
  - 5.15.10 the Participant understands that if they wish to withdraw from the Event, they must report to the pit stop or contact Event Control;
  - 5.15.11 the Participant understands that they may not be transported by vehicle along any portion of the trail or between any points on it, unless they have formally withdrawn from the Event;
  - 5.15.12 due to the outdoor nature and endurance aspect of the Event, the Participant maintains personal hygiene at all times, and adheres to all hygiene advice provided by the Organiser;
  - 5.15.13 the Participant displays the official event numbers provided at registration in the manner indicated during the Event;
  - 5.15.14 the Participant complies with the Countryside Code at all times;
  - 5.15.15 the Participant is responsible for the collection and appropriate disposal of his/her litter along the entirety of the route, at the pit stop, and at the overnight campsite;
  - 5.15.16 the Participant obeys traffic officers and authorised marshals at all times; failure to do so will result in disqualification.
- 5.16 Awards will be given to the first 3 places in each category based on the most 'number of laps' completed. The categories are as follows; Solo Male; Solo Female; Pairs Male; Pairs Female; Pairs Mixed; Small Teams Male; Small Teams Female; Small Teams Mixed; Large Team Male; Large Team Female; Large Team Mixed;
- 5.16.1 Small Teams consist of 3-5 runners;
  - 5.16.2 Large Teams consist of 6-8 runners;
  - 5.16.3 We do not give awards for XL Fun Teams of 9+ runners.
  - 5.16.4 "Number of laps" refers to the number of laps started after 11.59.59am on the Saturday and completed by 12.59.59pm on the Sunday. Please note this allows a maximum of one hour to complete the final lap.
- 5.17 Threshold reserves the exclusive right and license throughout the world (and Participant hereby grants Threshold such exclusive right and licence) to interview and/or photograph and/or film the Participant at the Event (and before and after the Event as the Organiser may reasonably require) and to the unlimited,

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worldwide, sub-licensable right to record, film, reproduce and use in all current and future media (including without limitation, print, audio, visual, audio-visual, virtual media, the Internet, mobile telephony and so-called “3-G” technologies, CD-ROM or DVDs) the Participant’s name, likeness and image or facsimile image, signature, 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 times and results), in connection with the production, advertisement, marketing, promotion or sale of Event sponsor products and/or the promotion, marketing or advertisement of the Organiser or any Event sponsor or partner.

#### **6 PARTICIPANT’S WARRANTIES AND UNDERTAKINGS**

- 6.1 The Participant acknowledges that participation in the Event is not possible without validly entering into this agreement on these Terms and Conditions and agrees to be bound by these Terms and Conditions.
- 6.2 The Participant agrees at all times during the Event to abide by the reasonable instructions and guidelines of Threshold’s staff, nominated representatives, and contractors and to behave appropriately at all times on the route and in the overnight Basecamp. Participants acknowledge and agree that the Organiser will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the following aspects of the Event: health and safety, logistical operations, participation, organisation and Terms and Conditions.
- 6.3 The Participant understands the endurance demands of the Event and commits to preparing to take part in the Event by:
- 6.3.1 completing the Registration Form in full provided by the Organiser prior to the Event;
  - 6.3.2 complying with the Event training advice as issued by the Organiser (or comparable training advice);
  - 6.3.3 confirming that he/she has appropriate liability and equipment insurance in place in order to participate in the Event and acknowledges that he/she has no claim against the Organiser in relation to the provision of such insurance.
- 6.4 The Participant acknowledges that participation in the Event involves inherent risks of accidents and injury.
- 6.5 The Participant confirms without reservation that he/she is in a good physical condition to participate in the Event, that he/she understands the endurance demands of the Event, and will not arrive at the Event in ill health or unfit to take part.
- 6.6 The Participant acknowledges that he/she is personally responsible for his/her own belongings during the Event, and that he/she must collect any personal lost items from lost property before he/she leaves the Event.
- 6.7 The Participant’s journeys to and from the start and finish lines of the Event each day shall be entirely at the Participant’s own risk and cost. Threshold will not be responsible for transporting the Participant or any belongings of the Participant, including, but not limited to, their bag.
- 6.8 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).
- 6.9 The Participant confirms that he/she will not publish or post on any website or other media operated by the Organiser or related to the Event any text, statement, photograph, image or other material which is obscene, blasphemous, defamatory, infringes the intellectual property or other legal rights of any third party or is otherwise unlawful, offensive or inappropriate. The Organiser will have the right to remove any material at its discretion and take appropriate legal action against any person found to be or alleged to be in breach of this Clause 6.9.

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### 7 PRIVACY STATEMENT

7.1 You are strongly encouraged to carefully review our Cookie and Privacy Policy in order that you familiarize yourself with the full details governing the collection, management, use and safeguarding of your personal data, which will supplement the provisions set out herein. To read the Privacy Policy for Threshold Sports in full, please see: [http://www.thresholdsports.co.uk/privacy\\_cookie\\_policy/](http://www.thresholdsports.co.uk/privacy_cookie_policy/)

7.2 The Participant agrees and consents to Threshold sharing his/her personal details provided in his/her Registration Form with the Title Partner for the following purposes:

#### 7.2.1 Title Partner Team Management and Evaluation

- The Title Partner requires a record of your registration details including Participant name, email address, mobile number, contact address, event package, case study and interesting story data and merchandise sizes for internal administration purposes in order to properly conduct and administer the Event experience for the Title Partner Team.
- The Title Partner will also keep records of Participant information for the purposes of evaluation of the Event against Title Partner KPIs.
- This data will be shared to the Title Partner by the Organiser securely. Such information shall be deleted within a reasonable time following the completion of the Event.

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

#### 7.3.1 Event Administration

- The Organiser requires a record of your registration details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the Event.
- 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. This data will be shared securely. Such information shall be deleted within a reasonable time following the completion of the Event unless you agree that we may use such information in your entry for future Events organised by Threshold which are staged within a reasonable timeframe thereafter.
- All data will be held for three (3) years, unless requested otherwise, after which it will be safely and securely deleted permanently.

#### 7.3.2 Digital communications

- Threshold will use the Participant's contact data submitted on the Registration Form to send the Participant information via social media networks, e-mail and/or by SMS relating to the Event, other Threshold events and any further categories of news and promotional information as the Participant may have requested on the Registration Form.
- The Participant acknowledges and agrees that Threshold may send additional notifications following the Event inviting the Participant to submit or renew his/her registration for any future Threshold events.

#### 7.3.3 Active Networks

- Your personal details are processed on behalf of Threshold Sport by Active Networks LLC in the USA safely and securely. Active Network, LLC participates in and has certified it's compliance with the EU-U.S. Privacy Shield Framework. Active Network, LLC is committed to subjecting all personal data received from European Union (EU) member countries, in reliance on the Privacy Shield Framework, to the Framework's applicable principles.
- You are required to sign up to a waiver provided by our US database providers, Active Network LLC (the "Active Waiver"). Some of the provisions of that waiver may not be consistent with these Terms and Conditions and participants should note the following, which will override the terms of the Active Waiver:

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- To the extent that the Active Waiver may exclude or limit the liability of Threshold itself (or any of its sub-contractors or representatives) to participants, it shall not be effective. Other provisions within this document that relate to Threshold's liability (if any) shall be unaffected.
  - To the extent that the Active Waiver provides that you shall indemnify Threshold, it shall not be effective. Only indemnities (if any) set out in this document shall be effective.
  - Contrary to the terms of the Active Waiver, Active Network LLC will have no right to record your voice or photograph you in conjunction with the event in question. Any right that Threshold may have shall be in accordance with these Terms and Conditions.
- 7.4 The Participant agrees to inform the Organiser of any changes to the information supplied in their original Registration Form for the purposes of Clause 7.3 above and particularly any changes to the Participant's medical condition and contact details. For this purpose, the Participant should contact Threshold directly either via the Event Email Address.
- 7.5 All information relating to Participants collected by or on behalf of Threshold from which each Participant can be identified will be recorded electronically and will be used at all times in accordance with the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of personal data and privacy. Threshold Sports will only disclose such information to a third party as necessary in connection with the safe organisation, staging and administration of the Event, including but not limited to, medical teams, timing teams and race pack fulfilment. Save as expressly stated herein and under these Terms and Conditions, Threshold Sports will not disclose information to any third parties.
- 7.6 Each Participant is entitled to withdraw his/her consent to categories of e-mail and/or SMS communications from Threshold and can do so at anytime by either: i) following the opt-out instructions provided in the relevant e-mail or SMS, or ii) by emailing the Event Email Address. Please note that due to email production schedules you may still receive any mailings that are already in production. Participants acknowledge that a valid e-mail address or SMS contact number will be required at all times in order for Participants to receive important Event information and the Participant hereby consents to receive any such information.
- 7.7 To delete all of their information from Threshold's database, Participants may email the Event Email Address. In circumstances where the Participant requests deletion of his/her Participant's profile, the Organiser reserves the right to maintain information about individual sales transactions (not including credit card details) for record keeping. The Participant's attention is also drawn to Clause 7.8 below.
- 7.8 Subject to the Participant's right to modify or request the deletion of data from the Organiser's database, the Participant hereby acknowledges that it is a strict condition of participation in the Event that all mandatory fields within a Participant's profile are complete and correct at all times. These fields include, without limitation, gender, first name, surname, date of birth, medical condition information (in particular relating to Covid-19) and emergency contact details. The Participant hereby acknowledges and agrees that this information is required by the Organiser in order to properly and safely administer and conduct the Event, and for public health purposes in the public interest. Data concerning health and medical status shall be treated in the strictest confidence and shall be handled appropriately and responsibly. The Organiser reserves the right to refuse an applicant or a Participant entry to the Event in circumstances where that person either requests the deletion of such mandatory information from their Participant's profile, or provides false or incomplete information.