

# TERMS & CONDITIONS

## HEINEKEN Endure24 2023

### 1 DEFINITIONS

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

<b>Attendee</b>	Means a person who attends the Event (Supporter or Participant);
<b>Administration Fees</b>	Booking Fee plus the Processing Fee;
<b>Booking Fee</b>	the top up administration fee charged on bookings for all team packages (not Solos). This is non refundable;
<b>Charity Place</b>	means a part-funded place whereby the participant pays a portion of the Entry Fee and the Title Charity pays the remaining amount;
<b>Event</b>	Means any event listed under “HEINEKEN Endure24” 2023 organised by Threshold Sports Ltd;
<b>Entry Fee</b>	the fee that must be paid per package to gain secure entry on the Event;
<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>Processing Fee</b>	the baseline administration fee charged for each registration or any change made to a registration with its value based on the total purchase amount in the basket. This is non refundable;
<b>Solo Participant</b>	A participant place secured for a Solo Runner. The solo runner must be 18 yrs or older, complete Registration and pay the Entry Fee plus administration Fees to secure their place;
<b>Supporter</b>	A person of the age of 6 or over who will be attending the event to support their Solo or Team Participant, subject to obtaining a pass from their Team or Solo Participant. They will not be participating in the Endure 24 running Event (with the exception of the Mini Mile);
<b>Supporter Pass</b>	A pass, that allows the Supporter access to the Event.
<b>Team Captain</b>	A Participant who registers themselves and their Team name and pays the Entry Fees plus administration Fees on behalf of each participant within their Team of 2 or more;
<b>Team Participant</b>	A member of a Team of 2 or more, who has completed their own Registration via the email link received from their Team Captain;
<b>Title Charity</b>	Means the Title Charity, Alzheimer’s Research UK, that has agreed to part-fund Charity Places on the Event;
<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;

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### 2 TERMS AND CONDITIONS

- 2.1 By registering for, participating in, attending or accessing the Event and/or using this Website, you confirm that you have read and agree to be bound by these terms and conditions and such other terms as may be drawn to your attention by the Organiser. We may vary these terms and conditions at any time and such modifications will become effective immediately upon posting of the modified terms on the Website. By continuing to use the Website or participating or accessing the Event following any such variation, you will be deemed to have accepted such variation
- 2.2 You are solely responsible for any loss or damage caused by you or a member of your Supporter Group. In the event that the Event land owner or other supplier brings any claim against us or otherwise seeks to recover any loss or damage against us resulting from your actions, you will be responsible for meeting such claims
- 2.3 If you or any member(s) of your party are in breach of any of these terms and conditions, infringe the rights of any third parties or contravene any applicable law or regulation we reserve the right to cancel your booking without refund or compensation, to halt your participation in the Event, to refuse admission to the Event site or eject you from it. We shall not be liable for any loss, damage or expense resulting from your incorrect, incomplete or missing documentation or non-compliance with official requirements including those set out herein.
- 2.4 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.
- 2.5 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.

### 3 REGISTRATION

- 3.1 General
  - 3.1.1 Only persons aged 18 years or above on the first day of the Event, may take part in the Solo or Pairs Categories.
  - 3.1.2 Persons aged between 16 and 17 are able to take part in the Teams (of 3 and above) Category.
  - 3.1.3 Persons below the age of 15 are unable to participate in the Event either as a Solo or Team Participant.
  - 3.1.4 At least one member of each Team must be 18 or over at the date of the Event.
  - 3.1.5 Solo Applicants must complete and submit the Registration Form which can be found at Event Website, and pay the Entry Fee and Administration Fees
  - 3.1.6 Team Captain Applicants must complete and submit the Registration Form which can be found at the Event Website and pay the Entry Fees and Administration Fees for the entire team. Once registered the Team Captain must invite Team members to register via the registration platform.
  - 3.1.7 Team member Applicants must complete and submit their own Registration Form which can be accessed via the Email confirmation link provided by their Team Captains.
  - 3.1.8 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.
- 3.2 Places in the Event are strictly limited and therefore applications are subject to availability. Subject to Clauses 3.1 to 3.5 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

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- 3.3 The relevant date for registrations shall be the date the Participant receives their own 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.
- 3.4 For the avoidance of doubt, if, for any reason whatsoever, an applicant does not receive a personal 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.
- 3.5 The deadline for all Registrations on the online Platform is 23:59 on the Sunday 2 weeks prior to the Event. After this deadline The Organiser can accept new registrations up until 11.00 am at the Information Desk on the Saturday of the Event. The Organiser cannot be held responsible for any circumstances that causes a Participant to miss this deadline.
- 3.6 This deadline is subject to change if the Event entries are full prior to the above date. Threshold reserves the right to close the Registration Form at any point.
- 3.7 The Organiser cannot guarantee availability of places, medals and T-shirts for new registrations made after the online Platform deadline.

#### **4 ENTRY FEES**

- 4.1 The Entry Fees are as set out on the Event Website. The Entry Fee may vary depending upon geographic market, availability, selected package, venue requirements and/or regulations and we reserve the right to change prices at any time. All Entry Fees are inclusive of VAT.
- 4.2 Subject to the other provisions of Clause 2 submission of the Registration Form, payment of the Entry Fee and the Administration Fees, and receipt of the Email Confirmation shall (together) entitle the Participant to participate in the Event.
- 4.3 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 their registration, (ii) not to authorise or permit any third party to use their 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, with the exception of compliance with Clause 6.4.
- 4.4 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.
- 4.5 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 Attendee it believes not to have fully complied with these Terms and Conditions from participating in, or attending the Event, or in any future events delivered by the Organiser. The Organiser shall not be liable in any way to such Attendee as a result of any such disqualification or refusal. It is the Attendee's responsibility to ensure full compliance with these Terms and Conditions.

#### **5 ADDITIONAL EXTRAS**

- 5.1 Team Captains, Solo Participants and Team Participants are able to purchase 'Additional Extras' via the online registration platform.
- 5.2 Administration fees will not be charged on Additional Extras booked by registered Participants.
- 5.3 Additional Extras purchased that are managed by the Organiser such as yoga and Supporter Passes will be refunded in full upto the Entry Deadline which is 23:59 on the Sunday 2 weeks prior to the Event.
- 5.4 Additional Extras purchased from third parties such as merchandise, photos, registration insurance and glamping are subject to those third parties Terms and Conditions.

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- 5.5 Supporter passes can only be booked in advance of the Event by registered participants. Supporters who do not have a pre-booked pass through a Participant will be able to purchase a Supporter pass from the Information desk on the day.
- 5.6 Supporter Passes are not required for children aged 5 and under.
- 5.7 Supporter Passes are not required after 11am on the Sunday of the Event.
- 5.8 The Participant is responsible for passing on the Email confirmation to their Supporters. Supporters will only gain access to the Event village with a Supporter Pass or Email confirmation of the purchase. The Email confirmation includes a link to these Event Terms and Conditions, which Supporters will be required to read as a condition of access to the Event. By attending the Event village, each Supporter will be deemed to have agreed to and accepted these Terms and Conditions.
- 5.9 It is the Participant's responsibility that their Supporters, adhere to the Terms and Conditions of the Event if they have purchased the Supporter Pass on their behalf.

## **6 REFUND, CANCELLATION AND TRANSFER OPTIONS**

- 6.1 The Organiser operates a 14-day cooling off period. Accordingly, if the Solo Participant or Team Captain cancels their entry within this period they will receive a refund of the Entry Fee. To be eligible for this refund, the email cancelling the entry must be received within 14 days of payment of the Entry Fee.
- 6.2 To cancel a place in the Event, the Participant must let us know by emailing the Organiser at the Event Email Address. This should be done as soon as possible and before the day of the event. Please note:
- 6.2.1 The Entry Fee is non-refundable after the 14 day cooling off period.
- 6.2.2 The Administration Fee is always non-refundable.
- 6.2.3 Additional Extras will be refunded as per with Clause 5.3 and 5.4.
- 6.2.4 If the Participant has fundraised for charity, any monies raised will not be refunded.
- 6.3 If, due to Covid-19 or any other pandemic, the Organiser changes the date of the Event, or, in exceptional circumstances, cancels the Event, in whole or in part, the Participant will have the option to receive a full refund of their Entry Fee paid to date, less the Administration Fees.

## **6.4 PARTICIPANT TRANSFER**

- 6.4.1 A Participant can transfer their entry to another individual ("Participant Transfer") if notice is given to the Organiser and subject to 6.4.2 to 6.4.10.
- 6.4.2 Solo and Team Participant Transfers can only take place if the new Participant wishes to take the same Event Package.
- 6.4.3 The deadline for all Participant Transfers on the online Registration Platform is 23:59 on the Sunday 2 weeks prior to the Event. After this deadline The Organiser can accept changes up until 11am at the Information Desk on the Saturday of the Event. The Organiser cannot be held responsible for any circumstances that causes a Participant to miss this deadline.
- 6.4.4 Notice of a Solo Participant Transfer must be done via the Registration Platform For Solo Participants, the original Entry Fee is refunded (minus the Administration Fee) to the outgoing Participant, after the new Participant completes the transfer process and pays for their registration. Refunds will be received within 5-7 business days.
- 6.4.5 Notice of a Transfer of a Team Participant who is registered as part of a Team of 2 or more, must be done via the Registration Platform by the outgoing Team Participant by clicking 'Transfer Registration'. The new Team

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Participant must complete the transfer process and pay for their registration to secure their place within the Team. The original Entry Fee and Administration fee paid by the Team Captain will not be refunded.

- 6.4.6 The Team Captain is responsible for re-allocating monies between the incoming and outgoing Team Participants.
- 6.4.7 For Solo Participant Transfers the most current Entry Fee and Administration Fee is applied at checkout when the new Participant accepts the transfer.
- 6.4.8 For Solo and Team Participant Transfers, there are no administration Fees applied to the original participant or Team to action the Transfer
- 6.4.9 Additional Extras purchased by the outgoing Participant are not transferred to the incoming Participant and will be refunded to the outgoing Participant as per clause 5.3 and 5.4
- 6.4.10 If the outgoing Participant entered using a free of charge code or deferral link, please contact the Event Email Address to facilitate this transfer as the Registration Platform will not refund the correct Entry Fee.

## 6.5 PARTICIPANT DEFERRAL

- 6.5.1 A Solo Participant is permitted to defer their entry (“Deferral”) to the following year if notice is given to the Organiser. The Organiser will not be able to refund the Entry fee or Administration Fees. Notice of the Participant Deferral must be given via Registration Platform as per 6.5.4. The Organiser will then cancel the place in the Event. Following the launch of the following year’s Event the Organiser will provide the deferred Participant with a free of charge link. The free of charge link will be sent via email to sign up to the following year’s Event and can be redeemed against any Solo or Team member place. The Participant will be liable to pay Administration fees upon redeeming the deferred place on the 2024 event. Administration fees will not be covered by the free of charge link and may be subject to change.
- 6.5.2 A Team Captain is permitted to defer the entry of their entire team (“Deferral”) to the following year if notice is given to the Organiser. The Organiser will not be able to refund the Entry Fee or Administration Fees. Notice of the Participant Deferral must be given via Registration Platform as per 6.5.4. The Organiser will then cancel the Team in the Event. Following the launch of the following year’s Event the Organiser will provide the deferred Team Captain with a free of charge link. The free of charge link will be sent via email to sign up to the following year’s Event and can be redeemed against any Team entry of equal or smaller size. The Team Captain will be liable to pay Administration fees upon redeeming the deferred place on the 2024 event. Administration fees will not be covered by the free of charge link and may be subject to change.
- 6.5.3 The Solo Participant or Team Captain will need to pay the difference in cost if there is an upsize to the desired Entry Category in the following year. No refund will be made if the desired Entry Category price is less in the following year.
- 6.5.4 Notice of a Team or Solo Participant Deferral must be done via the Registration Platform. Participants must select ‘Additional Purchases’ and ‘Deferral to 2024’.
  - The deadline for Deferrals is 23:59 on the Sunday 2 weeks prior to the Event.
- 6.5.5 If a Team Captain has multiple deferral links to apply they should contact The Organiser .
- 6.5.6 Deferrals can not be processed within 2 weeks of the Event.
- 6.5.7 Deferrals are subject to availability of places on the Event in the following year but deferred places will be given priority when registration opens
- 6.5.8 Deferrals can not be processed for individuals within a Team

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- 6.5.9 Additional extras including Supporter Passes purchased will be refunded in line with Clauses 5.3-5.4 They cannot be deferred.
- 6.5.10 If a Solo Participant wishes to change their Category, Team Size or Package, it is the responsibility of the Participant to complete the steps outlined in Clause 6.7 once they have completed the Registration Form for the following year.
- 6.5.11 The Participant understands that once a deferral has been processed, the original administration Fees are non refundable under any circumstances
- 6.5.12 If a Participant is unable to attend the Event because they are subject to a legal requirement, that prevents the Participant from attending the event related to Covid-19, the participant must notify the Organiser via email by the time that registration commences on the live event and may be required to provide evidence that the Covid-19 pandemic prevented their attendance. In this case a request for a Deferral would be accepted at any time.

## 6.6 EVENT TRANSFER

- 6.6.1 A Solo Participant can transfer their entry, and a Team Captain can transfer their entire Team entry from HEINEKEN Endure24 Reading to HEINEKEN Endure24 Leeds in the same year, and vice versa, if notice is given to the Organiser.
- 6.6.2 Notice of an Event Transfer (“Event Transfer”) must be done via the Registration platform
- The deadline for this is 23:59 on the Sunday 2 weeks prior to the first Event.
- 6.6.3 Additional extras purchased will be refunded in line with Clauses 5.3 and 5.4
- 6.6.4 If the Participant entered using a free of charge code or deferral link, please contact the Event Email Address to facilitate this transfer as the Registration Platform will try to charge the full Entry Fee again.
- 6.6.5 Event Transfers are not possible between years.

## 6.7 CHANGING TEAM SIZE (CATEGORY)

- 6.7.1 A Team Captain or Solo Participant can increase the size of their team (“Category Change”) by adding more Participants to their team on the registration platform, and is subject to availability
- 6.7.2 The deadline for all Team Size changes on the online Registration Platform is 23:59 on the Sunday 2 weeks prior to the Event. After this deadline The Organiser can accept changes up until 11am at the Information Desk on the Saturday of the Event. The Organiser cannot be held responsible for any circumstances that causes a Participant to miss this deadline.
- 6.7.3 The Organiser cannot guarantee availability of places, medals and T-shirts for additional team members Registered after the online Registration Platform deadline.
- 6.7.4 Notice of a change in Team size must be given to the Organiser via email [Info@endure24.co.uk](mailto:Info@endure24.co.uk). The most current Entry Fee and Administration Fee per additional team member will be charged.
- 6.7.5 If the Team Captain or Solo Participant is changing Team size to another Team size that has a lower Entry Fee they will not be refunded the difference in these packages.
- 6.7.6 If the Team Captain or Solo Participant is changing Team size to another Team size that has a higher Entry Fee, the difference in Entry Fee plus any incremental Administration Fees for making the change must be paid via the Organiser by the Team Captain, before the Organiser will recognise the Category change.
- 6.7.7 If a Team Captain or Solo Participant is changing to a charity package, please contact the Event Email Address as a refund of the difference will be given.



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- 6.7.8 If the Team Captain or Solo Participant entered using a free of charge code or deferral link, please contact the Event Email Address to facilitate this change of category

#### **7 CHARITY PLACES & FUNDRAISING DECLARATION**

- 7.1 If taking part via a Charity Place in support of the Title Charity, the Participant is required to fundraise a minimum of £250 or the figure agreed by the charity.
- 7.2 The Participant is required to reach at least 50% of the fundraising target at least 6 weeks prior to the Event. If registering within 6 weeks of the Event, the Participant must raise 50% of the target 1 week prior to the Event. Failure to do this can result in the removal from the Event.
- 7.3 The Participant is required to reach the full fundraising target no later than 4 weeks after the Event.
- 7.4 If taking part via a Charity Place, the Participant is opting in to share personal data with the Title Charity and are agreeing to be contacted by the charity in relation to participation in the event. This is of the understanding that the charity will not share your personal data with any third party for marketing purposes.
- 7.5 Please note, that by taking part via a Charity Place, this incurs a cost to the charity. This cost and fundraising model is agreed in advance with the charity and is on the basis that the minimum fundraising target will be reached. For further details on the exact costs incurred, please contact the charity directly.
- 7.6 If the Event is cancelled or the participant cancels their place, donations will not be refunded by the charity.
- 7.7 If a participant from a Team does not fundraise or take part in the Event, the responsibility of their fundraising minimum is shared between the remaining members of the Team. The Team Captain acknowledges this responsibility at the point when payment is made to secure the Team at Registration.
- 7.8 If a charity chooses to terminate their partnership with the Event prior to it taking place, the Participant will have the option to upgrade to a fully funded place. Refunds will remain in line with Clause 4, 5 and 6

#### **8 EVENT RULES**

- 8.1 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 or Supporter. In such cases, Threshold:
- 8.1.1 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;
- 8.1.2 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
- 8.1.3 undertakes to act with full transparency and fully observe and satisfy its legal obligations to you at all times.
- 8.1.4 You may possibly receive a full or partial refund of the Fee, the amount to be determined by us dependent on the circumstances of the cancellation.
- 8.2 Participants are able to take part in the Event as a solo entrant, a pair or part of a team. If in a team, Participants must enter a team name on their Registration Form.
- 8.3 Persons under the age of 18 must be supervised by a responsible Adult, with the only exception being when 16 or 17 year olds are on the course whilst completing their lap as part of a Team of 3 or more.
- 8.4 Persons under the age of 18 must follow the guidance published by the most current UK Athletics rules for competition.

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- 8.5 Attendees under the age of 18 are not permitted to consume alcohol at the Event. We reserve the right to remove alcohol from any person who cannot prove that they are over 18.
- 8.6 We cannot accept bookings from, nor attendance by, persons who may reasonably be considered as a risk to the safety or welfare of any other Attendee, or may affect the enjoyment of other patrons and/or the running of the Event, or, in the opinion of the Organiser, may cause damage, nuisance or injury. It is the Participant's responsibility to inform the Organiser if they or any of their Supporter Group are of a character that may fall within the terms of this Clause or is of a character or has exhibited behaviour that would not be deemed appropriate for an event of this nature.
- 8.7 Attendees are responsible for any glass bottles that are brought on site. Broken glass is a danger to both children and others
- 8.8 Should an Attendee not respect and adhere to these Terms and Conditions and any such other terms as may be drawn to their attention by the Organiser, for example as may be displayed at the entrance to the Event site we reserve the right to evict an Attendee without refund
- 8.9 We recommend that you have appropriate and adequate travel insurance and health documentation in place at the time of booking and take the necessary documentation with you.
- 8.10 The Organiser reserves the right to remove any Attendee 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 Attendee unfit to safely complete or remain at the Event or unable to participate in a manner which fully complies with any applicable government medical or safety instructions, protocols or guidelines. The Attendee confirms that they will not take part in the Event if they are 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 they will report any illness during the Event, to the Event medical team immediately.
- 8.11 Attendees agree to complete a Health Screening questionnaire and/or body temperature screen where this is deemed necessary at the time to prevent the spread of infectious diseases, such as Covid-19.
- 8.12 Attendees agree 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.
- 8.13 Irrespective of any safeguards that may be put in place by the Organiser, Attendance at the Event is at the Attendee's own risk, including risk to the Attendee 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.
- 8.14 If the Attendee becomes ill with an infectious disease related symptoms, such as Covid-19, within 1 week of the Event, they agree to inform the Organiser so that they can assist in following any necessary government or public health policy in place at the time.
- 8.15 The Participant agrees to be contacted by the Organiser after the event should another Attendee on the Event develop symptoms of an infectious disease, such as Covid-19, within 3 weeks of the Event and if deemed necessary.
- 8.16 Without prejudice to Threshold's right to remove any Attendee from the Event due to ill health pursuant to Clause 8.10 above, the Attendee acknowledges and agrees that:
- 8.16.1 If the Attendee becomes ill with a non-infectious illness (as determined by the Event medical team) during the Event, the Organiser will allow the Attendee to remain on the campsite.
- 8.16.2 If, however, the Attendee becomes ill with an infectious illness (as determined by the Event medical team), the Attendee shall be asked to leave the Event.
- 8.17 A Participant may be disqualified ("Disqualification") from the Event, or the Supporter asked to leave the Event by the Organiser if it is deemed that the Participant:



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8.17.1 may cause injury to you or another participant;

8.17.2 may damage or harm the environment;

8.17.3 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

8.17.4 in the Organiser's opinion the Participant is unfit to participate in the Event due to:-

- the consumption or use of alcohol or drugs;
- an injury or illness; or
- the Participant fails to arrive at the start location at the specified time;

8.18 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.

8.19 In the event of an Attendee 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.

8.20 The Organiser will endeavour to provide every Participant with a completion time but is not responsible for any electronic timing anomalies.

8.21 To protect the integrity of the racing The Organiser will not accept any changes to Teams, Pairs or Solos after the Deadline of 11am on the Saturday of the Event. Any changes requested thereafter will not be accepted or processed

8.22 No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be used by any Attendee either before or during 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.

8.23 As a continuing condition of entry each Participant shall ensure that, for the duration of the Event:

8.23.1 Only registered participants in the solo or team running packages are permitted on the course. No supporters are permitted on the course.

8.23.2 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.

8.23.3 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.

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

8.23.4 the Participant understands that the event involves sustained physical exercise in a remote area, and may involve walking or running at night;

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- 8.23.5 the Attendee accepts that they are responsible for their own safety during the Event, in particular during the night sections;
- 8.23.6 the Participant follows the Event route signage at all times, and does not deviate from the official signed route of the Event;
- 8.23.7 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;
- 8.23.8 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;
- 8.23.9 the Participant acknowledges that it is compulsory to carry a head/chest or hand torch between the hours of 8pm and 6am the following morning when on the course
- 8.23.10 The Participant acknowledges that it is their responsibility to bring a refillable water bottle / cup or hydration system to stay hydrated at all times whilst on the course..
- 8.23.11 the Participant understands that if they wish to withdraw from the Event, they must inform Event Control;
- 8.23.12 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;
- 8.23.13 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;
- 8.23.14 the Participant displays the official event numbers provided at registration in the manner indicated during the Event;
- 8.23.15 the Attendee complies with the Countryside Code at all times;
- 8.23.16 the Attendee is responsible for the collection and appropriate disposal of their litter along the entirety of the route, at the water stop, and at the overnight campsite;
- 8.23.17 the Attendee obeys traffic officers and authorised marshals at all times; failure to do so will result in disqualification or removal from the site.
- 8.24 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;
- 8.24.1 Small Teams consist of 3-5 runners;
- 8.24.2 Large Teams consist of 6-8 runners;
- 8.24.3 We do not give awards for XL Fun Teams of 9+ runners.
- 8.24.4 "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.
- 8.25 Threshold reserves the exclusive right and license throughout the world (and the Attendee (including Minors) hereby grants Threshold such exclusive right and licence) to interview and/or photograph and/or film the Attendee at the Event (and before and after the Event as the Organiser may reasonably require) and to the unlimited, 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 Attendee's name, likeness and image or facsimile image,

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signature, voice, video and film portrayals and other means of identification of the Attendee, and any biographical or other information or data related to the Attendee (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.

#### 9 ATTENDEES WARRANTIES AND UNDERTAKINGS

- 9.1 The Attendee acknowledges that access to and / or 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.
- 9.2 The Attendee agree 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. Attendee 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.
- 9.3 The Participant understands the endurance demands of the Event and commits to preparing to take part in the Event by:
- 9.3.1 completing the Registration Form in full provided by the Organiser prior to the Event;
  - 9.3.2 complying with the Event training advice as issued by the Organiser (or comparable training advice);
  - 9.3.3 confirming that they have appropriate liability and equipment insurance in place in order to participate in the Event and acknowledges that they have no claim against the Organiser in relation to the provision of such insurance.
- 9.4 The Participant acknowledges that participation in the Event involves inherent risks of accidents and injury.
- 9.5 The Participant confirms without reservation that they are in a good physical condition to participate in the Event, that they understand the endurance demands of the Event, and will not arrive at the Event in ill health or unfit to take part.
- 9.6 The Attendee acknowledges that they are personally responsible for their own belongings during the Event, and that they must collect any personal lost items from lost property before they leave the Event.
- 9.7 The Attendee's journeys to and from the start and finish lines of the Event each day shall be entirely at the Attendee 's own risk and cost. Threshold will not be responsible for transporting the Attendees or any belongings of the Attendees, including, but not limited to, their bag.
- 9.8 Participation in the Event is at the Participant's own risk. The Attendees 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 Attendee and/or any of the Attendee's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Attendees'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).
- 9.9 The Attendees confirms that they 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 9.9.

#### 10 PRIVACY STATEMENT

- 10.1 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/)

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10.2 The Participant agrees and consents to the Organiser using their personal details provided in their Registration Form for the following purposes:

#### 10.2.1 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.

#### 10.2.2 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 their registration for any future Threshold events.

#### 10.2.3 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 is bound by robust and reliable Standard Contractual Clauses as part of its relationship with Threshold which provide appropriate protection. Active Network, LLC is committed to subjecting all personal data received from Threshold to the principles and provisions of the Standard Contractual Clauses.
- 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:
  - 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.

10.3 The Participant agrees to inform the Organiser of any changes to the information supplied in their original Registration Form for the purposes of Clause 10.2 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.

10.4 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

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fulfilment. Save as expressly stated herein and under these Terms and Conditions, Threshold Sports will not disclose information to any third parties.

- 10.5 Each Participant is entitled to withdraw their 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.
- 10.6 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 their Participant 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 10.7 below.
- 10.7 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 information 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.