

Conditions of Entry into Endure24

In these Conditions the following definitions shall apply:

- "Agreement" - the agreement between you and Racesolutions Limited comprised of the Event Conditions and these Conditions of Entry;
- "DPA": The Data Protection Act 1998;
- "Event" – Endure24 organised by Racesolutions Limited;
- "Event Conditions" - the terms and conditions, in addition to these Conditions of Entry, provided to you by Racesolutions Limited in respect of the Event from time to time;
- "Event Date" - the announced date of the Event;
- "Event Details": the name, image, and event time of each participant
- "Fee" - the fee payable by you to Racesolutions Limited in consideration of your participation in the Event, as specified in the Event Conditions;
- "we", "us", "our", "Endure24 or Endure 24" - means Racesolutions Limited;
- "you" "your" - the entrant to the Event
- "Officials": any event officials as appointed by Racesolutions Limited from time to time;
- "Partners": any sponsors, suppliers, licensees or partners of the event from time to time;
- "Personal Data": Shall have the meaning given to it in the DPA;
- "Privacy Policy": Racesolutions Limited's privacy policy which can be found on the Endure24 website.
- "Rules": the laws, rules, and regulations of British Athletics and any other relevant governing body

1. Entry

1. By submitting your application, you are agreeing to enter into the Event and also agree to abide by these Conditions of Entry, the Event Conditions and any instructions given to you by the organisers and officials of the Event.
2. Where you are provided with an electronic chip by us to record your time, this should be used in accordance with the instruction. You agree to return the electronic chip at designated points located near to the finish line of the Event.
3. Participants in the Event are subject to the British Athletics competition rules and the rules of the Trail Running Association and British Athletics. If there is any conflict between these rules and the Agreement, the Agreement shall apply to the extent of the conflict.
4. The minimum age for entry is 20 years of age on the day of the competition.

2. Event safety

1. At all times during the Event you must adhere to all instructions given by the Event officials.
2. Event safety rules apply to the wider event not just your participation in the running competition. In particular camping and vehicle access rules must be adhered too. These rules are shown on the event website.
3. You are not permitted to use the following items in the Event:
 1. any wheeled device;
 2. any artificial aid;
 3. any pets or animals; or
 4. any other item that could potentially inhibit the flow or safety of other participants or which we, in our reasonable opinion, deem may cause danger or risk of danger to you or other participants.
4. You warrant to us that you will be on the Event Date, sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement. If you are in any doubt, we recommend that you seek medical advice.

3. Event ejection

1. We reserve the right to refuse entry to the Event or to ask you to cease participation if: -
2. you fail to follow instructions given by Event officials;
 - a. you attempt to participate in the Event in a manner that we, acting reasonably, believe: -
 - b. may cause injury to you or another participant;
 - c. may damage or harm the environment;
 - d. in our opinion is likely to cause offence; or
 - e. otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in Condition 2;
3. in our opinion you are unfit to participate in the Event due to:-
 - a. the consumption or use of alcohol or drugs;
 - b. an injury or illness; or
4. you fail to arrive at the start location at the specified time; or
5. you are unable to make sufficient progress in the Event to allow you to complete the event in line with timelines set by Event officials. Competitors will only be eligible for a medal and to feature in the results in they complete at least one lap of the course before the official cut off time which is currently 13:15 on the final day of the Event.

4. Cancellation by you

- If you are unable to take part in the Event for any reason, your fee will not be refunded. We will offer to defer your place without further charge if notified by the date shown in the event rules.

5. Cancellation by us

1. We may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, war, civil or political unrest, terrorism or inclement weather conditions.
2. In such circumstances: -
 - a. we will, if practicable, provide written notice of cancellation to the address we hold for you. In the event that written notice is not practicable due to the timescales involved we will use reasonable endeavours to provide other suitable methods of notice including, email, mobile phone, text message, television and radio broadcasts; and
 - b. If the circumstance leading to cancellation are covered by our cancellation insurance, we may be able to partially refund your fee. The Event incurs costs from the moment of entry so the amount we refund will be dependent on the circumstances and be defined by us, booking fees are the responsibility of our entry system provider FR Systems Limited and are not refundable.
 - c. If the circumstance leading to cancellation is not covered by our cancellation insurance, we will not refund the fee but will if possible, re-schedule the event at a later date or transfer your entry to the following year at no extra cost.
3. In the event of cancellation of the Event we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs.

6. Privacy and Data protection

1. Please read our Privacy Policy carefully to understand Racesolutions Limited's practices regarding your Personal Data and how it will treat it.
2. You agree that any audio, visual, or audio-visual recordings that you make of the event or any part of it are for personal use only and cannot be used for commercial purpose.

7. Changes to the event

1. We reserve the right to change the course, or make any other amendment to the Event that we deem necessary to stage the Event. Any change to the Event will be communicated to you at the Event or sooner if practicable.
2. Should the course distance be reduced in accordance with Condition 7.1 for the avoidance of doubt you agree that the Event is still deemed to be staged and that we will not be liable to you for any refund.

8. Use of image

1. The Event may be televised, filmed and/or otherwise recorded and photographs may be taken all of which may capture your participation in the Event. You agree to the publication of such photographs, filming, recording and broadcasts and their use by us and those authorised by us in any way which we may see fit now or in the future including but not limited to film, broadcast, radio, TV, publications and publicity.

9. Liability

1. In no event shall we be liable to you whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:
 - a. loss or damage;
 - b. loss of profit;
 - c. loss of reputation;
 - d. loss of business, revenue or goodwill;
 - e. loss of anticipated savings;
 - f. pledges made on your behalf or by you to charity; or
 - g. consequential or indirect loss, regardless of whether the loss or damage:(a) would arise in the ordinary course of events;(b) is reasonably foreseeable; or(c) is in the contemplation of the parties, or otherwise.
2. Nothing in this Agreement shall affect our liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

10. General

1. If there is a conflict or inconsistency between any provision contained in the body of these Conditions of Entry and any provision contained in the Event Conditions, except where provided to the contrary in the latter, the Event Conditions prevail to the extent of the conflict or inconsistency.
2. The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.
3. If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.
4. The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.