



**TERMS & CONDITIONS OF PARTICIPATION IN AN ADIDAS CITY RUN EVENT (“EVENT”), WHICH INCLUDES PARTICIPATION IN ANY COMMUNITY MILE (“COMMUNITY MILE”) FAMILY EVENT.**

Participation in the Event is subject to and conditional upon the following terms and conditions:

**1. REQUIREMENTS**

- 1.1 Only people properly registered in accordance with these terms and conditions are eligible to take part in the Event (“**Participants**”).
- 1.2 Unless partaking in the Community Mile (or any other name as may be used) as set out in clause 1.4), Participants in the Event must be at least 16 years old by date of the Event. Participants in the Event aged 16 or 17 when entering the Event must be registered by a Parent or Legal Guardian on their behalf and must be accompanied by a Parent or Legal Guardian when participating.
- 1.3 Parents or Legal Guardians registering on behalf of a Participant shall be deemed to have accepted these terms and conditions on the Participant’s behalf and further agree to take full responsibility for such Participants on Event Day.
- 1.4 To Participate in the Community Mile Participants must be aged between 4-15 on the date of the Event. Participants must be registered by a Parent or Legal Guardian on their behalf and Participants aged 4-15 must be accompanied in the Community Mile by such Parent or Legal Guardian who must also be registered for the Community Mile.
- 1.5 Parents or Legal Guardians can register up to 4 of their dependent children in the Community Mile in accordance with the above requirements.

**2. ACCEPTANCE OF CONDITIONS**

- 2.1 The Event organiser is Active Sport & Entertainment Limited (t/a Active Sport), Company Number 10225082 (“**Organiser**”).
- 2.2 The Participant shall be deemed to have accepted these terms and conditions and to have entered into a legally binding contract with the Organiser when he/she a) accepts the terms and conditions of participation by clicking the relevant field in the ONLINE registration form (“**Entry Form**”) and (b) pays the appropriate entry fee (if applicable).

**3. PARTICIPATION**

- 3.1 Entry into the Event is personal to the Participant. The Participant shall not enter the Event on behalf of any other person and may not assign any of his/her rights or obligations under these terms and conditions, save in accordance with these terms and conditions and/or with the prior written consent of the Organiser. The Participant agrees that the entry is purchased for his/her personal use only and that it cannot be given away for free or used as part of any form of business or commercial activity (save as expressly authorised by the Organiser). In particular, the Entry may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotional use as a prize (including in competitions and sweepstakes), travel packages, or for any other trade purposes. Unofficial transfer, donation, give away, resale or attempted resale is grounds for cancellation of entry without refund or other compensation.
- 3.2 The Participant acknowledges that the Event is physically strenuous and that he/she is aware of the associated medical and physical risks involved. By completing the Entry Form the Participant warrants to the Organiser that he/she is, and will be on the Event Date, sufficiently fit and healthy to participate in the Event unaided and agrees to be solely responsible for his/her actions, and the Organiser, its officers, agents, employees, affiliates, sponsors or medical advisers shall not be responsible for any injury or illness that the Participant may suffer as a result of his/her participation in the Event (unless caused by the negligence of the Organiser).
- 3.3 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



- 3.4 him/her unfit to safely complete the Event. The Participant confirms that he/she will not take part in the Event if he/she will suffering from any injury or illness which may impair his/her performance and confirms that he/she will report any illness during the Event to the Event medical team immediately.
- 3.5 The Participant agrees to abide by all Event rules, regulations and instructions issued by or on behalf of the Organiser and all applicable rules and regulations of the relevant sporting governing bodies that oversee the running of the Event including the relevant Doping rules. The Organiser is entitled to impose Event rules upon the Participant from time to time which will form part of these terms and conditions and all decisions and rulings by or on behalf of the Organiser shall be considered final. The Participant will comply with all instructions and guidelines given by the Organiser and all Event staff, stewards, marshalls and medical/safety personnel. The Participant understands that he/she will not be entitled to a refund of the fees if he/she is disqualified from the Event as a result of an infringement of these rules, regulations or instructions.
- 3.6 The Organiser shall be entitled at any point to refuse entry to the Event to any person and/or to refuse to allow any Participant to take part or continue to take part in the Event including, without limitation, if he/she has behaved in a manner which, in the reasonable opinion of the Organiser, has, or is likely to affect the safety of other Participants; or he/she uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or in the reasonable opinion of the Organiser he/she is acting under the influence of alcohol or drugs or fails when required to produce proof of identity or age.
- 3.7 Owing to operational constraints we are unable to accommodate wheelchair racers in this event.

#### **4. PAYMENT**

- 4.1 Each Participant is required to pay an Entry Fee (variable) for the Event at point of entry. The Organiser only accepts payment by approved debit card or credit card – the terms and conditions relating to use of the online entry system are set out below.
- 4.2 For 2020 Events, any participant aged 21 or under at the date of registering will be able to participate for free. Anyone found to be over the age of 21 registering in this category will be disqualified from participating and the Organiser reserves the right to ban them from participating in any future Events.
- 4.3 If payment cannot be collected for any reason including, without limitation, due to insufficient funds, cover of account or revocation by the applicant (also at a later date), the applicant cannot participate in the Event and may be charged a withdrawal fee.
- 4.4 All entry fees are inclusive of VAT at the rate of 20% VAT. If an entry is accepted the fee is non-refundable other than as otherwise stated in these terms and conditions.

#### **5. PARTICIPANT OBLIGATIONS**

- 5.1 The Organiser strongly discourages the use of any equipment that acts as an impediment to hearing or concentration when competing. This includes, but is not limited to, mobile telephones, personal stereos and MP3 players. The Organiser cannot be responsible for accidents resulting from taking part with such equipment.
- 5.2 As a continuing condition of entry into, and participation in, the Event each Participant shall ensure that:
- 5.3 he/she does not start earlier than the official start time on the day of the Event. Failure to comply with this rule will result in disqualification;
- 5.4 he/she wears the official race day adidas technical T-Shirt and displays the official event numbers printed on such T-Shirt, as provided to the Participant in the pre-Event race pack;
- 5.5 he/she does not deviate from the official signed route of the Event;
- 5.6 he/she does not use any item in the Event which could in the opinion of the Event Organiser potentially inhibit the flow or safety of, or cause danger or risk to the Participant and/or other Participants, including but not limited to roller skates, scooters, wheel barrows, bicycles or hand cycles, animals, etc.

#### **6. WITHDRAWALS, DEFERRALS AND TRANSFER OF ENTRY PLACES**

- 6.1 This clause is not applicable to Participants registered to run on behalf of an official event Charity ("Charity Participants"). All cancellations, refunds, deferrals or withdrawals by Charity



- Participants must be taken up directly with their designated Charity. No refunds shall be made directly to any individual Charity Participant by the Organiser in any circumstances.
- 6.2 Participants acknowledge that places for the Event are limited and registrations for places have a direct impact on the organisation and logistics of the Event. Accordingly, if a Participant withdraws from the Event, he/she will receive no refund and will not be able to transfer their entry to another person. If a Participant withdraws from the Event he/she will still receive a race pack, including the race day adidas technical T-Shirt.
- 6.3 Participants agree and accept that entry to any of the Events cannot be transferred to another prospective runner at any time.
- 6.4 All Participants who select and purchase the Single Event entry option (entry to one Event only) more than 30 days prior to the Event date may defer their entry to another Event in the same calendar year only, subject to payment of a £5 processing fee. Participants may defer their entry up to 30 days prior to the Event date. Participants may only use the deferral once. Notice of the deferral request must be communicated by email to [hello@adidascityruns.com](mailto:hello@adidascityruns.com) stating clearly the desire to defer the entry and putting the word DEFERRAL in subject line of the email. Deferrals will not be accepted by telephone. Deferrals are not available to Participants who have purchased the Event Series entry option (entry to all Events).

## 7. CANCELLATION, ALTERATION AND TIMINGS OF EVENT

- 7.1 The Participant acknowledges and accepts that circumstances concerning the Event may change from time to time for reasons outside of the Organiser's reasonable control or otherwise, without the Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant save as otherwise set out in these terms and conditions.
- 7.2 If the Event is cancelled or postponed because of circumstances beyond the reasonable control of the Organiser including, without limitation, fire, storm, and/or flood, earthquake, explosion, acts of a public enemy, war, insurrection, terrorist act or threat of terrorist act, sabotage, epidemic, embargoes, strikes, the death of a leading member of the British Royal Family ("**Force Majeure**") then the Participant will be entitled to receive a refund of his/her entry fee in respect of that Event (excluding any booking and/or administration fees), provided he/she gives notice in writing to the Organiser that he/she wishes to receive a refund within 7 days from when the Organiser makes a written announcement that the refund window for that Event is open. The Participant will not be entitled to any compensation of other losses, such as travelling or accommodation expenses.
- 7.3 The Organiser reserves the right to alter the start time of the Event. In the event of a change of start time the Participant will be notified of the revised start time with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in start time for the Event provided the Event takes place on the specified date of the Event.
- 7.4 The Organiser reserves the right to amend the Event format, including changing the course and the distance, at their sole discretion. If the Event format, course or distance, is changed the Participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course or distance.
- 7.5 In order to ensure the roads can re-open on time in line with the Organiser's obligations to the relevant authorities, the Organiser has the right to remove from the Event those Participants who do not meet the required cut-off time as dictated by the final pacer. No refunds will be paid to Participants in these cases.

## 8. LIABILITY AND INSURANCE

- 8.1 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 liability, sum, costs, damages or expenses (including legal and professional fees) incurred by the Organiser 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).
- 8.2 Under no circumstances shall the Organiser be liable to the Participant in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, charity funds, anticipated savings or wasted expenditure, or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the



- date of submitting the Participant taking part in under these terms and
- Entry Form) arising out of the the Event or any other matter arising conditions .
- 8.3 Nothing in these terms and of the Organiser: conditions shall exclude or limit the liability
- 8.3.1 for death or personal injury caused by the Organiser's negligence;
- 8.3.2 for fraud or fraudulent misrepresentation; or
- 8.3.3 for any matter which it would be illegal for the Organiser to exclude or attempt to exclude liability.
- 8.4 The Organiser will not be liable for any actions of any spectators or other third parties.
- 8.5 Some of the food products given out on Event day may contain or have traces of nuts and nut oils or may have been made alongside other products containing nuts. The Organiser cannot be held responsible for any issues resulting from food allergies.
- 8.6 The Organiser will endeavour to provide an Event finish time for the Participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.
- 8.7 Except as stated in clause 8.3, the aggregate liability of Organiser to a Participant with respect to all claims under or in connection with the Event shall be limited to damages not exceeding the Entry Fee.

## **9. COLLECTION AND USE OF DATA**

- 9.1 The Participant agrees and consents to the Organiser collecting and using his/her personal details provided in his/her Online Entry Form for the following purposes:
- 9.2 Event administration
- 9.2.1 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.
- 9.2.2 By signing up to these terms Participants agree that their Personal Data (as defined in the Data Protection Act 2018) may be shared with third parties for the proper and safe administration of the Event.
- 9.2.3 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.
- 9.3 E-mail/SMS communications
- 9.3.1 The Organiser may use the Participant's contact data submitted on the Online Registration Form to send the Participant information by e-mail and/or SMS relating to the Event, other events, Event partners, charities and other categories of news and promotional information.
- 9.3.2 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.
- 9.3.3 If the Participant actively opts in to being contacted by any Associated Partners or Charities at point of entry, the Participant acknowledges and agrees that the Associated Charities may make non-commercial use of the Participant's registration details in relation to the charity participation and fundraising initiatives.
- 9.4 The Participant agrees to inform the Organiser of any changes to the information supplied in their original Online Entry Form and particularly any changes to his/her medical condition and contact details. For this purpose, the Participant should change their contact details themselves through the Online Entry System or for any change in medical conditions contact [hello@adidascityruns.com](mailto:hello@adidascityruns.com) directly.
- 9.5 All information relating to Participants collected by or on behalf of The Organiser 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. The Organiser will not disclose any such information to third parties, save as expressly stated in these terms and conditions. Each Participant is entitled to withdraw his/her consent to categories of e-mail and/or SMS communications from the Organiser and can do so at any time by following the opt-out instructions provided in the relevant e-mail or SMS. Please note that due to email production



schedules a Participant already in production. e-mail address or SMS

may still receive any mailings that are Participants acknowledge that a valid contact number will be required at all times in order for Participants and the Participant hereby

9.6 Subject to the Participant's right to Organiser's database, the Participant hereby acknowledges that it is a strict condition of participation in the Event that all mandatory fields within the Participant's Online Entry Form are complete and correct at all times. These fields include, without limitation, gender, first name, surname, date of birth, medical condition 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 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.

**10. COMMERCIAL PROVISIONS**

10.1 The Organiser reserves the exclusive right and license throughout the world (and Participant hereby grants the Organiser such exclusive right and licence at no cost) 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, 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 "3/4G" 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 run 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.

10.2 Participation in the Event does not confer any rights (by implication or otherwise) on the Participant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of the Event.

10.3 No Participant shall engage in any form of "ambush marketing" (ambush marketing is an activity

<b>Signed (Participant)</b>		<b>Date</b>	
<i>Declaration: By signing this Event Waiver Form I confirm that I have read this Event Waiver Form carefully and fully understand its implications for myself.</i>			

by a party which utilizes the publicity value of an event without having any official involvement or connection with the event) and shall not breach or infringe the rights of any sponsor or other party commercially associated with the Event, nor conduct unauthorized promotions or other commercial activity.

**11. MISCELLANEOUS**

11.1 These terms and conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The Participant acknowledges and agrees that in submitting the Online Entry Form (and the documents referred to in it) he/she does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person) other than as expressly set out herein.

11.2 If any provision of these terms and conditions is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the provision shall be amended in such a reasonable manner or it may be severed from the terms and in either event the remaining provisions shall remain in full force and effect.

11.3 These terms and conditions are governed by English Law and the English Courts shall have exclusive jurisdiction in relation hereto.

