



## **PARTICIPATION TERMS AND CONDITIONS**

### **DEFINITIONS**

**“Event”** means the Royal Parks Half Marathon.

**“Event Organisers”** means Royal Parks Foundation.

**“Fee”** means the price of entry payable prior to participation.

**“Online Registration Form”** means the pages within the Website which must be completed prior to participation.

**“Online Confirmation”** means confirmation of acceptance (via email) to participate in the Event.

**“Participant”** means the named person on the official entry form.

**“Royal Parks Foundation”** means Royal Parks Foundation, a charity registered under no. 1097545 of The Old Police House, Hyde Park, London, W2 2UH United Kingdom.

**“Terms and Conditions”** means the terms and conditions set out below.

**“Website”** means [www.royalparkshalf.com](http://www.royalparkshalf.com).

### **1. RACE REGISTRATION**

- 1.1 The Royal Parks Foundation Half Marathon is a 13.1mile event ("the Event") to be held in London on 12<sup>th</sup> October 2008 and is partially or wholly sponsored, produced, directed, organised, conducted or paid for by the Royal Parks Foundation. The Event shall start and finish within Hyde Park, London.
- 1.2 Only persons aged 18 years or above as at the date of registration may register for the Event.
- 1.3 Applicants must complete the Online Registration Form. All successful applicants (hereinafter referred to as "Participants") will be notified by way of an online confirmation by the Event Organisers that they will be taking part in the Event ("Online Confirmation"). The submission of the Online Registration Form, payment of the Registration Fee as per clause 1.6 and receipt of the Online Confirmation shall constitute an entry to the Event.
- 1.4 Places are strictly limited and therefore subscriptions are subject to availability. Subject to clauses 1.2 and 1.3 above, the Event Organisers will consider applications on a first-come, first-served basis and otherwise in accordance with the rules set out in these Terms and Conditions. The Event Organisers will not accept applications once places are full or after midnight on 1st October 2008 (whichever is the earlier date).
- 1.5 The relevant date for registrations shall be the date the Event Organisers sends the Online Confirmation. The Event 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 Event Organisers of a registration.
- 1.6 Subject to clauses 1.3 and 2.5, the payment of the Registration Fee entitles the Participant to take part in the Event organised by the Royal Parks Foundation in relation thereto.
- 1.7 After clearance of the appropriate payment, the Participant shall receive the Online Confirmation. No refunds shall be provided should a Participant fail to take part in the Event, for any other reason save in exceptional circumstances as determined by the Event Organisers in their absolute discretion, which shall not include, without limitation, oversight of diary commitments, not acknowledging the full event scheduling or holidays.
- 1.8 Participants shall receive an official race number bib and Event t-shirt in their race pack by post.

- 1.9 Participants shall also receive a digital chip in their race pack. Participants should carefully follow the instructions provided in relation to the use of the chip and the Event Organisers takes no responsibility in this regard.
- 1.10 The race number bib is personal to the Participant accepting the Terms and Conditions, and the Participant undertakes and agrees (i) to wearing the official numbered race bib assigned to his/her registration, and (ii) not to authorize or permit any third party to use their official numbered race bib for the Event.
- 1.11 The Event Organiser will not be liable in any way to the Participant as a result of damage to, loss of or non-receipt of the official numbered race bib and/or the digital chip and shall not be responsible in any way for any failure of the technology or the Participant's failure to bring their digital chip on the day of the Event.
- 1.12 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 Event Organisers reserve the right to disqualify from/refuse entry to such Participant to the Event. Further, the Event Organisers reserve the right to reject at any time any Online Registration Form which it believes to be fraudulent, or to disqualify any Participant it believes not to have complied with the Terms and Conditions from attending, or participating in any future Royal Park Foundation events. The Event Organiser shall not be liable in any way to the Participant as a result of any such disqualification or refusal.
- 1.13 If any provision in the 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. The Terms and Conditions shall be subject to English law and the non-exclusive jurisdiction of the English Courts.

## **2 THE EVENT**

- 2.1 The Event will be held on 12 October 2008, starting and finishing at Hyde Park, London.
- 2.2 The Event Organisers reserve the right to change the time, date and/or venue and format of the Event and to cancel the Event, in whole or in part, without notice or liability to Participant.
- 2.3 The Event Organisers reserve the right to refuse entry to the Event (or to disqualify from the Event) any registered Participant not wearing their assigned official race number bib.
- 2.4 The race route has been officially measured by an accredited course measurer using the 'Jones Counter' system.
- 2.5 Participant agrees to abide by the rules, instructions and regulations published and displayed from time to time by the Event Organisers or given on the day of the Event by race marshals, officials and police.
- 2.6 The Event Organisers will provide five drink stations at approximate equal distances on the race route as well as the finish.
- 2.7 Running times at the Event can only be recorded if the Participant is wearing their personal digital chip as instructed and secured on the laces of the running shoe.
- 2.8 No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the venue or used by any Participant either before or during participation in the Event. The Event 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.
- 2.9 The Event Organisers reserve the exclusive right and licence throughout the world (and, the Participant hereby grants the Event Organisers such exclusive right and licence) to interview and/or photograph and/or film Participants at the Event (or subsequent to the Event as the Event Organisers may reasonably require) and to the unlimited use in all current and future media (including without limitation, print, audio, audio visual, virtual media, the Internet, mobile telephony and so-called "3-G" technologies, CD-ROM or DVDs) of Participant's name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of Participant, and any biographical or other information or data related to Participant (including race times and results), in connection with the production, advertisement, marketing or promotion the Royal Parks Foundation and the Event.

## **3 EVENT PARTICIPATION - PARTICIPANT'S DECLARATION**

- 3.1 Participant agrees to be bound by the Terms and Conditions.
- 3.2 **Participant acknowledges that participation in and training for the Event involves potentially dangerous physical activity and inherent risks and dangers of accidents, personal injury (including death) and loss or damage to property.** By completing and submitting the Online Registration Form and the Online Confirmation, Participant confirms that, to the best of their knowledge, they are healthy and fit to run, they understand and have considered and evaluated the

nature, scope and extent of the risks involved, and voluntarily and freely choose to assume these risks (except where any such personal and bodily injury, including death, is caused by the negligence of the Event Organisers or any of their employees). Participant further understands that the Event Organisers reserve the right to refuse Participant's attendance at, and/or participation in, the Event.

- 3.3 Participant acknowledges that any medical information during registration and for assisting medical staff, where deemed necessary, may be used to treat or otherwise assist Participant as a result of illness or injury at the Event. The Event Organisers shall not be under any obligation whatsoever to process, analyse, or otherwise take action on, such information either during or after the registration process. Participant undertakes and agrees to inform the Event Organisers of any change in their medical condition from the date of registration up to and until the start of the Event. Your data will be used solely in accordance with current data protection legislation.
- 3.4 The Event Organisers do not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at, and/or participation in the Event by each Participant. Participant is advised to obtain such insurance themselves if required.
- 3.5 Subject to clause 3.6, the Event Organisers shall take all reasonable steps to assess the safety and suitability of the Event location prior to the Event. The Event Organisers shall also arrange for the availability of an appropriate number of first aid and medical personnel according to the nature of the Event. Participant hereby authorizes such medical personnel (both on-site or on-call) to administer first aid treatment or any medical treatment to Participant or to transport Participant in the event of any illness, accident or injury suffered by Participant in connection with his/her participation in the Event, but shall not be liable for such treatment or transportation by such third party. Participant shall be responsible for any medical or transport expenses specifically incurred in connection with any illness, accident or injury sustained or occurring in connection with participation in and/or attendance at the Event.

**3.6 The Participant acknowledges and agrees that:**

**3.6.1 Subject to clause 3.6.4, the Participant shall:**

**3.6.1.1 fully indemnify and keep the Event Organisers fully indemnified from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered or incurred by the Participant; and**

**3.6.1.2 irrevocably hold harmless, indemnify and reimburse the Event Organisers from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Event Organisers to any person (including the Participant's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at, participation in, or training for, the Event.**

**3.6.2 Subject to clause 3.6.4, the Event Organisers shall not be responsible for any losses Participant suffers as a result of the Event Organisers' breach unless such losses were reasonably foreseeable to both the Participant and the Event Organisers as at the date of Participant's registration for the Event. For the avoidance of doubt, the Event Organiser will not be liable to the Participant in contract, tort (including, without limitation, negligence) or otherwise in connection with the Event for loss of revenues, profits, contracts, business or anticipated savings or loss of data); or goodwill or reputation; or any special or indirect or consequential losses; for any personal injury to or death of the Participant;**

**3.6.3 Subject to clause 3.6.4, the Event Organiser's liability to the Participant shall in any event be limited to the refund of the Fee.**

**3.6.4 Nothing in the Terms and Conditions shall affect the Event Organiser's liability:**

**3.6.4.1 for death or personal injury resulting from the negligence of the Event Organisers or a deliberate act or omission of the Event Organisers, its employees or agents;**

**3.6.4.2 for breach of statutory duty;**

**3.6.4.3 for fraudulent misrepresentation; or**

**3.6.4.4 to the extent that liability cannot be excluded or limited by law.**

3.7 Nothing in the Terms and Conditions shall affect any statutory rights to which the Participant may be entitled to as a consumer.