

# Royal British Legion Industries Entrant T&C's

## Tommy 10K 2022

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You must read and accept the Terms and Conditions issued by the event organiser Royal British Legion Industries (RBLI) and comply with these.

### 1. Event Details

Challenge Organiser: This event is being organised and will be run by Royal British Legion Industries.

Contact Details: You can contact us at [fundraising@rbli.co.uk](mailto:fundraising@rbli.co.uk)

Challenge: This event involves running a 10k.

Challenge Date: The event will take place on 16/10/2022.

### 2. Entry fees:

The entry fee for the event is as detailed on the online entry system on the RBLI website and will be the fee applicable at the date of submission of the entry application. The entry fee is non-refundable except in accordance with these terms and conditions.

### 3. Closing date:

The closing date for online entries to the event will be the earlier of:

- (i) 9am on the Friday preceding the date of the Event or;
- (ii) the date on which all places in the Event have been filled, such date shall be confirmed on the Website.

3.1 On the day entries may be available, subject to event capacity. Please contact the events team before arriving without a place.

### 4. Entry policy:

4.1 Under UK Athletics (UKA) Rules and Regulations, the following minimum age restrictions apply as at the date of the Event:

- (i) 15 (fifteen) years of age in respect of a 5k or 10k

All Participants under the age of 18 (eighteen) years must obtain parental consent in order to register and participate in the Event.

4.2 For anyone wishing to form a team, each team member must register for the event by accessing the online system and registering for the same race time.

### 5. Participants enter the Event entirely at their own risk:

5.1 The Organiser (RBLI) shall not be liable for any injury or loss occurring as a result of participation in the event (including, without limitation, any losses resulting from the Organiser's negligence), provided that nothing in these terms and conditions shall exclude or limit the Organiser's liability for death or personal injury resulting from the Organiser's negligence or for any other type of liability that cannot be excluded or limited by law.

### 6. Medical conditions:

6.1 It is recommended that the Participant prepares and trains for the event. The Participant is advised to consult with a medical professional prior to entering into the event especially if they have not exercised for some time. If the Participant has a medical condition it must be detailed on the reverse of the race number.

6.2 The Participant agrees that, as far as they are aware, they are physically able to compete in the event and, to the extent that it may be necessary they have sought and relied upon any medical advice before the date of the event. Should any medical or physical condition arise prior to the event which is likely to affect their ability to compete in the event, the Participant should withdraw from the event. The Participant consents to any medical treatment being administered during the event by official medically-qualified personnel.

6.3 The Organiser may prevent the Participant from taking part in the event (either at the start or during the event) if the Organiser or any medical representative considers that the Participant should not participate in the event for health and/or medical reasons.



## **7. Race numbers:**

7.1 All Participants must clearly display the race number allocated to them on the front of their vest/t-shirt/jacket throughout the Event.

7.2 All Participants must fill in the medical and emergency contact details on the back of their race number.

7.3 Race entries are not interchangeable and entries cannot be assigned, transferred, sold or gifted to any third party.

7.4 Any assignment, transfer or sale of a race number may result in delay and/or difficulty in the event of an emergency and any such transfer, assignment or sale will result in disqualification of the Participant from the event.

## **8. Deferral**

Participants withdrawing from the event may not defer their entry. The deferred entry cannot be passed onto anyone else in accordance with clause 7.3.

## **9. Withdrawal from the Event:**

9.1 If the Participant is unable to take part in the event, they shall not be entitled to a refund.

## **11. No animals:**

Participants are not permitted to bring pets or other animals onto the Event course. Participants requiring assistance are referred to condition 12.

## **12. Aided participants:**

For those participants who are aided around the course, either by being pushed or assisted, by a guide runner, the guide runner must also be a registered participant in the event. The Participant requiring assistance must advise the organiser that they require assistance upon entry of their application and a free entry place will be provided to the guide runner. A request should be submitted by email to [fundraising@rbli.co.uk](mailto:fundraising@rbli.co.uk).

## **13. Health and safety:**

13.1 Bikes, scooters, roller skates, pushchairs or any kind of mechanical aid (except wheelchairs) are strictly prohibited from the Event course on the day of the Event.

13.2 The Participant must ensure that they have the

correct equipment, footwear and clothing for the Event as they require.

13.3 The Organiser may at any time during the Event or prior to the Event prevent the Participant from participating in the Event if it considers such action is necessary for the safety and/or proper enjoyment of the Event by the Participant and/or other participants and/or spectators.

13.4 All decisions and rulings by the Organiser shall be the final in respect of the safety, running and organisation of the Event, the rules of the Event and finish times and positions. The Participant accepts that circumstances concerning the Event may change from time to time for reasons beyond the reasonable control of the Organiser and these may lead to the cancellation or change of the Event, venue(s), route(s) or other such changes. The Participant agrees to abide by such change(s) and acknowledges that any decision is entirely at the absolute discretion of the Organiser.

13.5. Please note this Event is not suited to wheelchair users due to the potential difficulty of the course but participants wishing to compete with specialised equipment are asked to contact us by email at [fundraising@rbli.co.uk](mailto:fundraising@rbli.co.uk) before entering to ensure we can accommodate any additional requirements.

## **14. General Data Protection Regulation:**

14.1 By agreeing to our Terms and Conditions, the Participant agrees to the Organiser storing their personal data including name, address, email address, date of birth, telephone numbers, emergency contacts. This includes participants and volunteers and using this information for the purpose of organising the Event in order to send out vital race information. Personal data will not be used for marketing purposes unless marketing consent is received.

14.2 In compliance with the General Data Protection Regulation (GDPR) the Participant has the right of access to their personal records held on the Organiser's computer. By agreeing to our Terms and Conditions, in order to send the Participant a race pack and fundraising pack (if requested), and produce their race results, the Participant authorises the Organiser to release personal details (including their full name, address and e-mail address) to the pack provider, any official photograph company and timing results company. The Participant also authorises the Organiser



to disclose their information for medical purposes on the day of the Event. All Organiser third party providers adhere to GDPR and will not use third party data for marketing purposes unless consent has been received.

#### **15. Race packs:**

15.1 Subject to condition 15.2, a race pack will be posted to the Participant prior to the Event to the address provided upon completion of the entry form.

15.2 Race packs will not be posted to those Participants who provided a postal address located outside of the UK at the time of completing the entry form and race packs must be collected from the race office prior to the Event. Race packs may be mailed to an alternative UK destination upon a request by the Participant and provision of a UK mailing address. The Participant should contact the Organiser via the online enquiry form on the Website to make such a request which must be made in accordance with the provisions of clause 23.2.

15.3 The Organiser accepts no responsibility for the non-delivery of race packs. If the Participant does not receive their race pack prior to the Event it is their responsibility to contact the Organiser whereupon arrangements can be made regarding the issue of another race pack or collection of the same on the date of the Event. The Organiser shall be entitled to charge the Participant a fee for replacement packs in respect of its reasonable administration costs.

15.4 If a race pack has to be collected on the day of the Event, the Participant should allow appropriate time to do so prior to the start of the race.

#### **16. Use of image:**

By agreeing to our Terms and Conditions, the Participant consents to the Event being filmed, recorded, or exploited by means of television, film, video or some other broadcast or media format and agrees to the use and reproduction of their name, likeness, appearance and photograph. All such commercial rights in relation to the same belong entirely to the Organiser and the Participant has no proprietary rights in relation to any film, photograph, or other such recorded media. If the Participant does not wish for their image be used in this manner, they should contact the Organiser via the online enquiry form on the Website prior to the Event taking place.

#### **17. Baggage storage:**

The Organiser and officials do not accept any responsibility or liability whatsoever for the safe keeping or the storage of participants personal items. Any items stored at the Event are stored and deposited entirely at the risk of the Participant.

#### **18. First aid:**

The Organiser shall use its reasonable endeavours to ensure that appropriate First Aid assistance will be available for the duration of the Event. There will be clearly signed First Aid points at the start/finish area and along the course. Volunteers and marshals in attendance at the race are not medically trained and will not give medical assistance other than notifying an ambulance or paramedic in the event that medical assistance is required. The Participant authorises the Organiser to pass on any and/or all information that they have provided to the medical teams operating on the day of the Event if required for medical reasons.

#### **19. Race cancellation – Organiser’s discretion:**

19.1 The Organiser reserves the right to cancel the Event up to 1 (one) month before the Event if insufficient applications are received, or if the Event is no longer economically viable.

19.2 If the Event is cancelled in accordance with condition 19.1, the Organiser shall not be liable for any losses incurred by a Participant as a result of cancellation of the Event, except that the Participant will be given a refund of the entry fee within 30 (thirty) days from receipt of notification by email to the Participants. ‘Gift Aid’ will be claimed in respect of any donations to the charity where appropriate.

#### **20. Race cancellation – Force Majeure:**

20.1 For the purposes of these terms and conditions, a “Force Majeure Event” means an event beyond the reasonable control of the Organiser, including but not limited to: strikes, lock-outs or other industrial disputes (whether involving the workforce of the Organiser or others), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, direction or action by a government or public authority, accident, breakdown of plant or machinery, fire, inclement weather, flood, storm, communicable disease, national mourning for over 65’s, nuclear risks



and chemical and biological weapons, act of terrorism, demonstration, march, request of an authoritative body such as the police or fire service, any order of repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the event is to be held, seepage and/or pollution and/or contamination or default of the Organiser or subcontractors.

20.2 If, as a result of a Force Majeure Event, the Organiser deems in its sole discretion that it is necessary to cancel, postpone or change the route and/or length of the Event, even during the period of the Event occurring, the Organiser shall be entitled to cancel, postpone or change the Event.

20.3 If, as a result of Force Majeure event, the Event is cancelled or postponed, the Participant will not be offered a refund.

20.4 If the Event is cancelled or postponed in accordance with condition 20.2, the Organiser will make reasonable endeavours to rearrange the Event.

20.5 If the Event is cancelled, postponed or amended in accordance with condition 20.2 or if the Organiser breaches any of its obligations under these conditions as a result of a Force Majeure Event, the Organiser shall not be liable to Participants for any losses whatsoever or howsoever incurred as a result (including as a result of its negligence) except in respect of losses that cannot be excluded by law.

20.6 If for any reason beyond the reasonable control of the Organiser, the Organiser is unable to comply with any of its obligations under the conditions including organising the Event, the Organiser shall not be liable to the Participant for any loss, damages or expenses incurred by the Participant.

## **21. Event date and time:**

21.1 The Organiser reserves the right to alter the start time and/or date of the Event.

21.2 Should a change of date be made (excluding changes in accordance with condition 20.3) and the Participant is unable to attend on the revised date, they may receive a refund of their entry fee providing that they notify the Organiser in writing within 14 (fourteen) days from the date that the change in date is notified to the Participant.

21.3 Should a change in the start time be made

Participants 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 following a change in start time provided that the date of the Event does not change.

## **22. Change of address:**

22.1 The Participant should notify the Organiser of any change of address or contact details. If the Participant has applied online, they will have an allocated username and password which will allow the Participant to make this change online. Alternatively, the Participant can contact the Organiser by email via the online enquiry form on the Website or post.

22.2 Failure of a Participant to inform the Organiser of a change of address less than 10 (ten) weeks before the Event may result in the Participant's race pack being dispatched to the wrong address and a replacement pack will only be available for collection on the day of the Event. A charge may be levied at the Organiser's discretion in respect of its reasonable administration costs incurred in issuing a replacement pack.

## **23. Race mementos:**

23.1 Participants who complete the Event may receive 1 (one) race goody bag with medal. Race goody bags are strictly limited to 1 (one) per Participant.

23.2 T-shirts and Fundraising Packs

Participants who complete the Event may receive 1 (one) fundraising pack with tshirt. Packs and tshirts are strictly limited to 1 (one) per Participant.

## **24. Race time:**

The Organiser will use its reasonable endeavours to provide the Participant with a finish time save that the Organiser shall not be responsible for any anomaly or technical malfunction in relation to the same.

## **25. Race photograph:**

The Organiser may, acting in its sole discretion, procure the use of official race photographers to capture a photograph of every Participant, however, the Organiser is unable to offer any guarantee in this regard. Any photographs may be purchased online following the Event.



## 26. Mailing lists:

The Participant's name will only be added to the Organiser's mailing list if they agree consent by opting in to receiving marketing. If consent is received information will be sent so that the Organiser can keep the Participant informed about other events of the Organiser. By agreeing consent the Participant agrees that such information may also be given to other carefully screened organisations working with the Organiser to deliver the Event. If the Participant does not wish to receive any marketing information they can indicate this on the entry form by not selecting the opt in option. The Participant is able to unsubscribe to these communications at any time.

## 27. Rules:

The Participant agrees to abide by all applicable rules and regulations imposed by the Organiser or any relevant sporting governing body that oversees the running of this Event and the Participant will not be entitled to a refund of any entry fee if they are disqualified from the Event as a result of any infringement of these conditions or any such rules or regulations. The Participant accepts that the Organiser may introduce cut off times as they think fit to limit time taken to complete the Event or any section of the Event to ensure the safe and proper running of the Event and they may be instructed to withdraw from the race in accordance with those cut off times.

## 28. Limitation of liability:

28.1 Subject to condition 28.2, the Organiser's total liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any losses arising out of or in connection with the Event shall be limited to a sum equal to the total entry fee paid by the Participant to the Organiser.

28.2 Nothing in these terms shall limit or exclude the Organiser's liability in respect of death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

28.3 The Participant agrees to indemnify the Organiser in relation to any claims, action, liabilities or losses resulting from any breach of these conditions by the Participant.

28.4 The Organiser will not be liable for any pledges made by the Participant or on his or her behalf to any charity.

28.5 Except in respect of losses relating to death or personal injury resulting from the Organiser's negligence, obtaining insurance for personal accident and loss as a result of the Event is the sole responsibility of the Participant.

## 29. General:

29.1. The Organiser may vary these terms and conditions from time to time and the up to date terms shall be available on the Website.

29.2 Nothing in these terms and conditions shall constitute any partnership between the Organiser or any third party nor will any third party have the right or authority to bind the Organiser.

29.3 No waiver by either party of a breach or default or any amendment to these terms and conditions shall be affective unless in writing and signed by all parties.

29.4 These conditions shall be governed and construed in accordance with the Laws of England and Wales and any dispute arising shall be subject to the exclusive jurisdiction of the English Courts.

## 30. Disclaimer:

30.1 The Participant accepts all conditions of entry set out herein or notified to him/her prior to the race or displayed at the race or any instruction given to him/her by the Organisers or officials of the race and the Participant acknowledges that the Organisers and officials of the race shall (subject to condition 28 above) have no liability for any loss or damage they may suffer including consequential or indirect loss as a consequence of their participation in the Event (including but not limited to travelling to and from the Event and during the Event).

30.2 The Organiser accepts no liability for the state or condition of the surface upon which the Event is held, except as provided in condition 28.2, and the Participant should ensure that they are satisfied with the state and condition of the surface of the route before commencing the Event



 [rbli.co.uk](http://rbli.co.uk)

 [fundraising@rbli.co.uk](mailto:fundraising@rbli.co.uk)

 [@RoyalBritishLegionIndustries](https://www.facebook.com/RoyalBritishLegionIndustries)

 [@RBLICharity](https://www.instagram.com/RBLICharity)

Royal British Legion Industries (RBLI) Charity No. 210063. RBLI, Hall Road, Aylesford, ME20 7NL, Kent

RBLI is completely separate to The Royal British Legion and receives no financial support from the annual poppy appeal. The charity must raise its own funds to deliver care and employability support, and build more homes