

## **Royal British Legion Industries Entrant T&C'S Rudolph Fun Run**

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: The 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 either a 5k route or family 2.5k route.

Challenge date: The event will take place on 15/12/24

### **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 13/12/2024
- (ii) The date on which all places in the event have been filled, such date shall be confirmed on the website
- (iii) On the day entries may be available, subject to the event capacity. Please check our website before arriving without a place - <https://rbli.co.uk/rbli-events/rudolphfunrun/>

### **4. Entry policy:**

4.1 The following minimum age restrictions apply as at the date of the event:

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

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 all participants.

### **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 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 medial representative considers that the participant should not participate in the event for health and/or medical reasons.

#### **7. Race numbers:**

7.1 All 5k 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 5k 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 or pass entry on to anyone else.

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

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

#### **10. No animals:**

Participants are not permitted to bring pets or other animals onto the event course. Participants requiring assistance are referred to condition 11.

#### **11. 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)

#### **12. Health and safety:**

12.1 Bikes, scooters, roller skates, or any kind of mechanical aide (except wheelchairs and pushchairs) are strictly prohibited from the event course on the day of the event.

12.2 The participant must ensure they have the correct equipment, footwear and clothing for the event.

12.3 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 participants and/or other participants and/or spectators.

12.4 All decisions and ruling by the organiser shall be final in respect of the safety, running and organisation of the event, the rules of the event and finish times and positions. The participants 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. General data protection:**

13.1 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.

13.2 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 produce race results, the participants authorise the organiser to release personal details (including their full name, address and e-mail address) to the 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.

### **14. Race packs:**

Your 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.

### **15. 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, films, video or some other broadcast of media format and address to the use of reproduction of their name, likeness appearance and photograph. All such commercial rights in relations 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 to be used in this manner, they should contact the organiser via [fundraising@rbli.co.uk](mailto:fundraising@rbli.co.uk) prior to the event taking place.

### **16. Baggage storage:**

#### **There is no official bag drop.**

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.

### **17. First Aid:**

The organiser shall use its reasonable endeavors 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 that 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.

### **18. Race cancellation - organisers discretion:**

18.1 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.

18.2 If the event is cancelled in accordance with 18.1, the organiser shall not be liable for any losses incurred by a participant as a result of cancellation of the event, except that participants will be given a refund of the entry fee within 30 (thirty) days from receipt of notification by email to participants. 'Gift Aid' will be claimed in respect of any donations to the charity where appropriate.

**19. Race cancellation - force majeure:**

19.1 For the purpose 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 of transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation, direction or action by a government or public authority, accident by a government of public authority, accident, breakdown or plant or machinery, fire, inclement weather, flood, storm, communicable disease, national mourning, nuclear risks, chemical and biological weapons and act of terrorism.

19.2 If, as a result of a force majeure, 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.

19.3 If, as a result of for majeure event, the event is cancelled or postponed, the participant will not be offered a refund.

19.4 If the event is cancelled or postponed in accordance with condition 19.2 the organiser will make reasonable endeavors to rearrange the event.

**20. Event date and time:**

20.1 The organiser reserves the right to alter the start time and/or date of the event.

20.2 Should a change of date be made (excluding changes in accordance to 19.3) and the participant is unable to attend on the revised date, they may receive a refund of their entry fee providing they notify the organiser in writing within 14 (fourteen) days from the date that the change in date is notified to the participant.

20.3 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. The organiser accepts no responsibility for incorrect telephone number, email address, or IT issues in failed attempts at contact.

**21. Race mementos:**

Participants who complete the event will receive 1 (one) race medal. Race medals are strictly limited to 1 (one) per participant.

**22. Race time:**

The organiser will use its reasonable endeavors to provide the participant with a finish time. The organiser shall not be responsible for any anomaly or technical malfunction in relation to the same.

**23. 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 the organiser can keep the participant informed about other events of the organiser. 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.

**24. 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 fee if they are disqualified from the event as a result of infringements of these rules and regulations The participants accept that the organiser may introduce cut off times as they see 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.

## **25. General**

25.1 The organiser may vary these terms and conditions from time to time and the up to date terms shall be available on the website.

25.2 Nothing in the terms and conditions shall be constitute any partnership between the organiser or any third party nor will any third party have the right or authority to bind the organiser.

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

25.4 These conditions shall be governed and constructed in accordance with the laws of England and Wales and any dispute arising shall be subject to the exclusive jurisdiction of the English Courts.

## **26. Disclaimer:**

26.1 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 instructions given to him/her by the organiser or officials of the race and the participants acknowledge that the organiser and officials of the race shall 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).

26.2 The organiser accepts no liability for the state of the condition of the surface upon which the event is held, and the participant should ensure they are satisfied with the state and condition of the surface of the route before they commence the event.