

Leeds Abbey Dash 10k for Age UK race rules

In these Conditions, the following definitions shall apply:

- "Agreement" means the agreement between you and us;
- **Data Protection Legislation:** means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation): (i) the Data Protection Act 2018; (ii) (where applicable) the General Data Protection Regulation 2016/679/EC ("EU **GDPR**"); (iii) the UK GDPR, which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 ; (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); (v) all associated codes of practice and other binding guidance issued by any supervisory authority or regulator relating to privacy; and (vi) all other national legislation implementing or supplementing any of the foregoing, all as amended, re-enacted and/or replaced and in force from time to time, and the terms "**Personal Data**", "**Data Controller**", "**Data Processor**", "**Process**", "**Processing**", and "**Supervisory Authority**" shall have the same meanings as in the Data Protection Legislation;
- "Event" means the 10k running event you have entered;
- "Event Date" means the announced date of the Event;
- "Fee" means the fee payable by you to us in consideration of your participation in the Event;
- "Participants" means the persons who agreed to these Conditions to take part in the Event;
- "we", "us", "our" means Age UK;
- "you", "your" means the entrant to the Event.

1. ENTRY

1.1 By submitting your application you are agreeing to enter the Event, confirming that you are over 15 years of age, and also agreeing to abide by these Conditions and any instructions given to you by the organisers and marshals of the Event.

1.2 We do not accept applications to enter on the race day itself.

1.3 Your place will not be confirmed until payment has been processed and you have received a confirmation email from us.

1.4 Your race number is for you only and you are not permitted to swap numbers or give away places.

1.5 Where you are provided with an electronic chip as part of your race number by us to record your time, this should be used in accordance with the instructions.

1.6 Participants in the Event are subject to the UK Athletics competition rules, the rules of the International Association of Athletics Federation and England Athletics and the rules of Run Britain, if applicable.

1.7 Participants must ensure all sponsorship monies and donations received by them are paid to us by the date specified to you in writing.

1.8 Participants must write their name and details of any health problems or medication on the reverse of their race number.

2. EVENT SAFETY

2.1 At all times during the Event Participants must adhere to all instructions given by the Event organisers and marshals.

2.2 Participation in the Event is personal to you; you are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event or allowing any other person to wear the Event number. Any breach of this Condition shall render the entry void. If you are found to be in breach of this Condition we reserve the right to exclude you from participation in future Events.

2.3 You are not permitted to use the following in the Event:

- 2.3.1 any wheeled device (subject to Condition 2.6);
- 2.3.2 any artificial aid;
- 2.3.3 any pets or animals; or
- 2.3.4 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.

2.4 You warrant to us that on the Event Date you will be sufficiently fit and healthy to participate in the Event unaided and in accordance with this Agreement. We recommend that you seek advance medical advice prior to the Event. You warrant and agree that if you or anyone within your household have or have recently been experiencing any symptoms of COVID-19 (persistent new cough, high temperature or a loss of sense of taste or smell) or any other contagious disease prior to the Event Date, you shall not attend the Event in line with any and all national or local government guidelines and/or such other requirements as are specified by us from time to time.

2.5 Participants must arrive on time. You have been allocated a specific time to allow us to comply with any social distancing rules that may be in place and manage and control the number of people on the site at any one time. Participants arriving either early or late must abide by the instructions and decisions of the Event Manager or their representative(s) at the administrative tent; for health and safety reasons it is possible that you will not be permitted to take part in the Event.

2.6 If the Participant is entered into the elite wheelchair race, he/she is only permitted to use a self-propelled wheelchair without gears or any mechanical, powered or electronic aid or device. If any Participant is in the elite wheelchair section of the Event he/she will only use a racing wheelchair approved by us.

3. EVENT EJECTION

3.1 We reserve the right to refuse entry to the Event or to ask you to cease participation if:

- 3.1.1 you fail to follow instructions given by Event marshals;
- 3.1.2 you attempt to participate in the Event in a manner that we, acting reasonably, believe:
 - (a) may cause injury to you or another participant;
 - (b) may damage or harm the environment;
 - (c) in our opinion is likely to cause offence; or
 - (d) 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;
- 3.1.3 in our opinion you are unfit to participate in the Event due to:
 - (a) the consumption or use of alcohol or drugs; or
 - (b) an injury or illness;
- 3.1.4 you fail to arrive at the start location at the specified time; or
- 3.1.5 you are unable to make sufficient progress in the Event to allow you to complete the Event in line with timelines set by any Event marshal;

- 3.1.6 you act in breach of these Conditions

4. CANCELLATION BY YOU

4.1 If you cancel, your Fee will not be refunded.

4.2 Your entry is for the 2023 Age UK Leeds Abbey Dash and will not be deferred to another year if you are unable to take part this year.

4.3 If you are unable to take part in the Event for Covid-19 related reasons, we will offer a refund of the Registration Fee (less the 3rd party booking fee). To request a refund please email: 10k@ageuk.org.uk

5. CANCELLATION BY US

5.1 We reserve the right to cancel the Event up to one month before the Event Date if (in our opinion) the Event is no longer economically viable. In such circumstances, you will be entitled to a refund of your Registration Fee (less the 3rd party booking fee) which will be automatically transferred back into your account.

5.2 We may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, pandemic or epidemic, war, civil or political unrest, terrorism, period of national mourning or inclement weather conditions.

5.3 In the circumstances referred to above at clauses 5.2:

- 5.3.1 we will, if practicable, provide notice of cancellation via the Age UK website, social media channels and email; and
- 5.3.2 on receipt of a notice of cancellation via email, participants will be given the opportunity to donate the Registration Fee to Age UK. If, within 14 days of receipt of such cancellation email we do not receive confirmation that you wish to donate the Registration Fee, a refund of your Registration Fee (less the 3rd party booking fee) will be automatically transferred into your account.

5.4 In the event of cancellation of the Event, for any reason, we will have no responsibility for any additional costs incurred by you as a result of cancellation including any travel or accommodation costs.

6. DATA PROTECTION

6.1 For the purposes of this Condition 6, personal information includes medical data collected for health and safety purposes and forms part of the Personal Data.

6.2 You agree and understand that the Personal Data relating to you can be stored, used by us and our Event partners solely in connection with the organisation, staging, administration and proper conduct of the Event;

6.3 You agree and understand that medical information may also be used to allow medical assistance to be given to you on the basis of your consent and on the basis of a legitimate purpose of providing medical assistance to you;

6.4 You agree and understand that the Personal Data relating to you may be anonymised and the anonymised data may be used by us and our Event partners in

connection with the compilation of statistical information in connection with the Event;

6.5 You agree and understand that your Personal Data including your photographs or footage of yourself can be used by us and our Event partners for the purposes of:

- a) the promotion and marketing of the Event;
- b) keeping you informed about your participation in the Event and your fundraising for Age UK;
- c) adding you to a mailing list to keep you informed about any future events and services which we believe you might be interested in, such as leisure activities relating to either similar types of events or activities;
- d) promotional and marketing material in respect of similar events, other community based activities organised by our Event Partners, (together the "Marketing Information").
- e) for the purposes of complying with the law.

6.6 If you would not like us or our Event partners to use the Marketing Information or Personal Data other than for purposes related to your participation in the Event and your fundraising for Age UK, please contact us. You may also select your choices by ticking the appropriate boxes on your registration form.

6.7 Age UK's privacy policy applies to this Event, you may find our privacy policy here: <https://www.ageuk.org.uk/help/privacy-policy/>

7. CHANGES TO THE EVENT

7.1 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.

7.2 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

8.1 The Event may be televised and photographs may be taken which capture your participation in the Event. By attending this event you understand and agree that any photographs or video footage, usually group photographs, taken by any person attending the Event may be used by Age UK for press information, media and promotional purposes. This may include printed documents or media, editorial coverage, advertising press and use on the internet, including Age UK social media platforms. You understand and agree to waive any copyright of the footage or photograph and any moral rights under ss77 and 80 of the Copyright, Designs and Patents Act 1988. If you

prefer for us not to use your image for such purposes please email the Events Team on 10k@ageuk.org.uk

8.2 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 any commercial purpose.

8.3 We may contact you individually to confirm your consent in respect to photographs which represent you as a sole Participant as opposed to photographs of a group of Participants.

9. LIABILITY

9.1 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:

- 9.1.1 loss or damage;
- 9.1.2 loss of profit;
- 9.1.3 loss of reputation;
- 9.1.4 loss of business, revenue or goodwill;
- 9.1.5 loss of anticipated savings;
- 9.1.6 pledges made on your behalf or by you to charity; or
- 9.1.7 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.

9.2 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

10.1 If there is a conflict or inconsistency between any provision contained in the body of these Conditions and any other provision of any document signed by you in relation to the Event, these Conditions prevail to the extent of the conflict or inconsistency.

10.2 The Conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

10.3 If any provision of the Conditions is invalid or unenforceable, in whole or in part, the

validity of the remainder shall not be affected.

10.4 The Conditions do not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

11. Wheelchair Racers

11.1 Athletes who use a wheelchair should take responsibility for ensuring that the wheelchair is fit for purpose to participate in the Event and for any maintenance required during the Event. Event organisers are not responsible for inspecting the condition of wheelchairs.

11.2 The pushing of Participants is at the discretion of the Event Director. Athletes using a wheelchair who need to be pushed by another person should provide their own assistant. The assistant will not have to pay a Fee and will not be considered to be participating in the Event. Assistants should be identified in advance to the Event organisers and should wear some visible or warning clothing to identify them to other Participants.

11.3 The wearing of a crash helmet is compulsory in any UKA licensed event.