

## **Xtra Mile Events Limited Terms and Conditions**

This page (together with the documents referred to on it) tells you the terms and conditions on which we will offer and accept electronic entries placed for any of our events via our website [www.xtramileevents.com](http://www.xtramileevents.com). Please read these terms and conditions carefully and make sure that you understand them, before placing an entry on our site. You should understand that by submitting your entry form, you agree to be bound by these terms and conditions ('the Terms').

By submitting my Entry Form electronically, I hereby, for myself, my heirs and executors, administrators, successors, and assigns, declare that:-

1. I understand that the event that I am entering ('the Event') will be run under the competition and doping rules and regulations of British Triathlon; and I hereby agree to comply with the Conditions of Entry and all event rules and regulations as set down by Xtra Mile Events ('the Event Organisers') a company registered in England and Wales under company number 06735037 and with our registered office at Xtra Mile Events Limited, c/o TWJ Partnership LLP, The Moorings, Dane Road Industrial Estate, Sale, Cheshire, England. M33 7BP. I understand that I will not be entitled to a refund of my entry fee if I am disqualified from the event as a result of, or infringement of, these conditions, or the competition and doping rules of British Triathlon. These conditions include the length of time taken to complete sections of the course which may be implemented by the Event Organisers, at their discretion, to ensure safe and proper running of the event. British Triathlon rules can be viewed at [www.britishtriathlon.org](http://www.britishtriathlon.org) ('the Rules')
3. I understand that it is my responsibility to understand and abide by the Rules before, during and after the Event; and I agree that the decision of the Race Referee will be binding and final in all circumstances.
4. I agree to conduct myself in a professional and cautious manner during my participation in the Event and understand that I may be disqualified from the Event if I do not do so.
5. I acknowledge that participation in this event is physically strenuous and demanding. I am aware of the nature of the event and associated medical and physical risk involved. I further certify that I am physically capable of competing in this Event/ I am capable of completing this event within the cut off time (as decided by the Event Organisers) and I will only compete if I am fit enough to do so.
6. I understand that I will be immediately disqualified from the Event if I am found to have intentionally shortened the route to the race.
5. If I have any medical condition/s, including allergies, which the Event Organisers or event medical advisors might need to be aware of, I undertake that I have provided details of these on my entry form, and will also provide written details of this on the rear of my pin-on numbers prior to my participation in the Event. I agree to display my number at all times during the Event.
6. I acknowledge that my pin-on number is personal to me and that I may not exchange it with or sell it to or transfer it to any other person.
7. I acknowledge that no persons are authorised to be on the course unless they are registered participants. I therefore agree not to encourage or assist any non-registered individuals to access the course.

8. I understand and agree that I participate in this event entirely at my own risk, that I must rely on my own ability in dealing with all hazards, and that I must conduct myself in a manner that is safe for myself and all others throughout the duration of this event.

9. I agree to retire immediately from the Event if ordered to do so by the Event Organisers, any government official or member of the emergency services.

10. I accept full liability and responsibility for any medical expenses incurred as a result of training for and/or participating in the Event.

11. I accept that the Event Organisers, the Event sponsors, organisers, race officials, medical advisers and any person involved in the organisation of this Event are not liable for any injury or illness that I may suffer as a result of my participation in the Event, whether prior to, during or subsequent to the Event.

12. Whilst the Event Organisers take every care with the staging of the Event, I accept that I must make all reasonable precautions for the safeguarding of my person and of my property during my participation in this Event. I further acknowledge that personal accident and personal items insurance is my responsibility.

13. I understand that I must register and rack my bicycle between the times and on the day instructed in the Event information, which will be issued by the Event Organisers a minimum of 5 days before the Event.

14. I understand that at registration, I must produce photographic identification, and, if a British Triathlon member, I must produce my British Triathlon (or relevant member country) membership card.

15. I accept that it is my responsibility to provide and use a roadworthy bicycle and helmet which both meet British Triathlon regulations. The Event Organisers decision is final as to whether the bicycle and helmet meet these regulations.

16. During my participation in the Event I will cycle with care and attention and will abide by the UK Highway Code and by any other rules stipulated by British Triathlon.

17. I am aware that when cycling or running, the function of the marshals is only to indicate direction and that I must decide if the movement is safe.

18. I accept that, in relation to my participation in this Event, I am required to obey instructions from marshals and relevant signage before, during and after the Event.

19. The Event Organisers can introduce cut off times for completion of sections of the course as they see fit. These will be made clear prior to the race. Competitors may be instructed to withdraw from the Event in accordance with the imposed cut off times.

20. I accept that the Event Organisers reserve the right to amend the event format (e.g. to a duathlon) or cancel the event due to health and safety reasons, including storm, rain, inclement weather, winds or any other act of god conditions. I accept that my Entry fee shall be non-refundable in this circumstance.

21. I accept that the Event Organisers will do their utmost to provide me with a finish time following my completion of the Event, however they will not be held responsible for any computer result anomalies.

22. I will be 16 years old or over on the date of the race or 18 years old if I am entering The Llandudno Middle Distance Triathlon.

23. If entering on behalf of a team, I will provide confirmation of full details of all team members a minimum of two weeks prior to the Event. I further acknowledge that if entering on behalf of a team, I am agreeing for all members of the relay team to accept and agree to these Terms and Conditions.

24. Our Privacy Policy [[Click here to read our policy](#)] sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

25. I have read, understood and accept the Xtra Mile Events Withdrawal Policy which can be found by following this [link](#)

26. I understand that confirmed entry to this Event is dependent on a fully and accurately completed online entry form; and receipt of payment to cover my Entry fee at least 10 working days (2 weeks) in advance of the Event. If either of these conditions is not fulfilled then my entry will not be valid nor accepted, and I will not be eligible to take part in the Event.

27. Through my completion and submission of the online Entry form, I am committing to paying for my Event entry via the means as instructed on the Event Organisers website.

28. I irrevocably consent to my appearance in any media format, in relation to the publicity of this Event, and in future publicity and advertising of the Event Organisers; provided that such use does not imply my direct endorsement of any official sponsor or suppliers of the Event.

29. All decisions and rulings by the Event Organisers, its employees and its agents are considered final.

30. The Event Organisers reserve the right to vary these conditions by giving notice to in writing prior to the Event.

31. I understand that if I require a waiver of any of these Terms I shall submit a written request to the Event Organiser no later than 30 days prior to the event specifying the reason for the Event.

**Event Organiser Responsibilities and Limitations of Liability your attention is particularly drawn to this section**

32. The aggregate liability of the Event Organisers in respect of any loss or damage suffered by any participant and arising out of or in connection with these Conditions shall not exceed the Event fee.

33. Subject to clause 34, we will not be liable for losses that result from our failure to comply with these Terms that fall into the following categories (even if such losses result from our deliberate breach):

- loss of income or revenue;
- loss of business;
- loss of profits;
- loss of anticipated savings;
- loss of data; or
- waste of management or office time.

34. Nothing in these Terms excludes or limits our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982;
- any deliberate breaches of these Terms that would entitle you to terminate the Terms; or
- any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

### **Macmillan Cancer Support**

35. These additional terms and conditions apply if you elect to enter the Event in support of Macmillan Cancer Support ('the **Charity**') during the registration process.

36. No registration fee is payable if you elect during the registration process to enter the Event in support of the Charity and pledge to raise a minimum of £300 in sponsorship money ('the **Sponsorship**') for the Charity.

37. I agree to send the Sponsorship (in UK sterling) to the Charity within 30 days of the Event.

38. I consent to you providing the Charity with certain information which I have disclosed to you and for the Charity to use this information. I understand this information is necessary for the Charity to support me leading up to and during the Event.

39. I agree to you and the Charity keeping my details on our respective databases so you can provide me with the best possible support whenever I contact you. Macmillan Cancer Support will only contact you in relation to the event.

40. I agree to you and the Charity disclosing my information to service companies authorised by you or the Charity to act on my behalf and acknowledge that you will not sell or swap my details with any other third party without my prior consent.

41. The Charity will provide all participants with their privacy policy (which can also be found [here](#)) in advance of the Event and I will notify the Charity if I do not consent to the terms of their privacy policy.

42. If I have a complaint in relation to the Charity, or wish to update my details and the communication I receive from the Charity, I will contact the charity by either completing their online feedback form, writing to them at [fundraising@macmillan.org.uk](mailto:fundraising@macmillan.org.uk) or by phone on 0300 1000 200.

43. The Charity may contact me on the contact details I have provided during the registration process and I will contact the Charity directly by phoning their Fundraising Support Centre on 0300 1000 200 if I do not wish to be contacted.

### **General**

44. These Terms (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 entry form it 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 (whether party to this agreement or not) other than as expressly set out in these Terms.

45. Nothing in these Terms shall constitute or be deemed to constitute a partnership between the parties

hereto or constitute or be deemed to constitute either party as agent or the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

46. No waiver by either party or breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be a waiver of any subsequent breach or default of the same or similar nature.

47. No amendment of these Terms shall be valid or binding unless made by prior written agreement between the parties hereto and signed by their duly authorised representatives.

48. To the extent permitted by law, all provisions of these Terms shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

49. These Terms shall be interpreted in accordance with the laws of England and Wales and any dispute arising here under shall be subject to the exclusive jurisdiction of the English Courts.

50. A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

51. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by events outside our reasonable control (**Force Majeure Event**).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- strikes, lock-outs or other industrial action;
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- impossibility of the use of public or private telecommunications networks;
- the acts, decrees, legislation, regulations or restrictions of any government; and
- pandemic or epidemic.