

DS Media and Events Limited Terms and Conditions

In these Conditions:

"Fees"	means the fee for entry into the Race (including the processing fee) as stated on the Registration Form;
"Partners"	means any Race partner of DS Media & Events Limited from time to time;
"Race"	means the event as organised by DS Media and Events Limited taking place on the Race Date;
"Race Date"	means the date of the Race stated on the Registration Form;
"Registration Form"	means the page on the DS Media and Events Limited website which must be completed by you as the Race participant prior to participation in the Race and which incorporates these Conditions;
"we/us/our"	means DS Media and Events Limited; and
"you"	means you the person named in the Registration Form as the Race participant.

1. ENTRY

- 1.1 By paying the Fees you agree to participate in the Race and be bound by these Conditions.
- 1.2 You must be at least 16 years of age on the Race Date and if you are not yet 18 years of age on the date of submission of the Registration Form you agree that you have submitted the requisite parental consent as set out on the Registration Form.
- 1.3 In the event that your address changes after you pay the Fees, please inform us of the address change by sending an e-mail to the following address: info@sunderlandcity10K.com. Information packs will start to be issued no less than 2 weeks prior to the Race Date, and will be issued to the address held by us at that time and we will not re-issue any information packs if notification of the change of address is received less than six weeks prior to the Race Date.
- 1.4 You will receive details of your start time and start location in your information pack. Included in the information pack will be an electronic chip to record your time, this should be used in accordance with the information in the information pack.
- 1.5 Participants in the Race are subject to the International Association of Athletic Federations ("IAAF") competition rules which can be accessed using the following link http://www.iaaf.org/mm/Document/Competitions/TechnicalArea/05/47/81/20091027115916_httppostedfile_CompRules2010_web_26Oct09_17166.pdf. If there is any conflict between the IAAF competition rules and these Conditions, these Conditions shall take precedence.

2. FEES

- 2.1 All Fees are inclusive of VAT.
- 2.2 A processing fee will be added to the credit/debit card booking at the time of registration which is in all cases non-refundable.
- 2.3 If your entry is accepted the Fees are non-refundable other than where the Race is cancelled by us as set out in Conditions 7.1 or 7.2 (for the avoidance of doubt, where a refund is given by us under Condition 7.1 or 7.2, the processing fee referred to in Condition 2.2 is non-refundable).

3. EVENT SAFETY / RACE RULES

- 3.1 At all times during the Race you must adhere to all instructions given by the Race officials.
- 3.2 It is your responsibility to ensure that you have the correct equipment and clothing for the Race, taking the weather conditions into account. You should ensure you wear appropriate footwear for the relevant terrain.
- 3.3 You are not permitted to be accompanied by pets or other animals.
- 3.4 Race numbers are required to participate in the Race. You are strictly prohibited from swapping, selling or transferring your Race number.
- 3.5 You are not permitted to use the following items in the Race:-
 - 3.5.1 inline skates / roller skates;
 - 3.5.2 wheel barrows;
 - 3.5.3 skateboards;
 - 3.5.4 baby joggers;
 - 3.5.5 segways / hoverboards / 'rideables' of any form;
 - 3.5.6 coaches / bikes / cycles; and/or
 - 3.5.7 any other item that we, in our opinion, deem may cause danger or risk of danger to you or other participants.
- 3.6 Fancy dress costumes are permitted provided that they do not involve the carrying of large objects and will not restrict the individuals' ability to move around the Race course. You are recommended to seek prior approval of any costume you intend to wear whilst participating in the Race.
- 3.7 You must be in good health and physically prepared to take on the challenge of this Race and you warrant to us that you are, and will be on the Race Date, sufficiently fit and healthy to participate in the Race unaided, and in accordance with these Conditions. If after your entry to the Race has been accepted and you do not participate, no refund of the Fees (in whole or in part) shall be given to you in such circumstances.
- 3.8 We will use reasonable endeavours to provide you with a Race finish time however we cannot be held responsible for any computer result anomalies or any technical malfunction.
- 3.9 We reserve the right to alter the start time of the Race, the course distance, change the Race route, change the Race

Date and/or make any other change to the Race that, at our discretion, we consider necessary to stage the Race. In the event of any such change, we will use reasonable endeavours to notify you prior to the start of the Race. No refund of the Fees (in whole or in part) shall be given to you in the event of any change to the Race schedule, the Race Date and/or Race format (whether or not you participate in the Race).

4. RACE EJECTION

- 4.1 We withhold the right to refuse entry to the Race or ask you to cease participation if:-
- 4.1.1 you fail to follow any instructions given by Race officials;
 - 4.1.2 you attempt to participate in the Race in a manner that we, believe:-
 - (a) may cause injury to you;
 - (b) may cause injury to another participant;
 - (c) may damage or harm the environment;
 - (d) is likely to cause offence; or
 - (e) 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 3 above (Event Safety);
 - 4.1.3 in our opinion you are unfit to race due to:-
 - (a) the consumption of alcohol;
 - (b) the use of drugs;
 - (c) an injury or illness; or
 - 4.1.4 you fail to arrive at the start location at the specified time; or
 - 4.1.5 you are unable to make sufficient progress in the Race to, in the opinion of the Race officials, allow you to complete the Race within a reasonable time period;
- and in each such case as set out in this Condition 4.1, the Fee is non-refundable.

5. SPECIAL REQUIREMENTS

- 5.1 Anyone wishing to compete in a wheelchair are asked to contact the organisers in advance to confirm.
- 5.2 Entries from blind or visually impaired participants are welcome provided they are accompanied by a sighted participant. If this Condition applies to you please email us at info@sunderlandcity10k.com for further information.

6. CANCELLATION BY YOU

- 6.1 The Fees are non-refundable, and other than as set out in Condition 6.3, are non-transferable. No exceptions.
- 6.2 Once we receive and accept your entry, you will not receive a refund if you cannot participate, you may not give or sell your race number to anyone else.
- 6.3 If you are unable to participate in the Race for medical reasons, you may defer your entry to the same event the following year provided you inform us no later than 4 weeks prior to the Race Date and provide us with a letter from your doctor or physiotherapist (by post or by email to the relevant address set out in the Registration Form) setting out the reason for such deferral. Where the same event does not take place the following year, you may use your deferral to enter a race of the same or equivalent distance organised by us.

7. CANCELLATION BY US

- 7.1 We may cancel the Race if circumstances beyond our reasonable control arise, including, war, civil or political unrest, terrorism, government and/or local authority/council intervention and/or inclement weather conditions.
- 7.2 We may cancel the Race if one month before the Race Date we have not, in our sole discretion, received a sufficient number of participants to make the Race economically viable.
- 7.3 In such circumstances as set out in Conditions 7.1 and 7.2:-
 - 7.3.1 We will, if practicable, provide written notice of cancellation to the address we hold for you. In the event that written notice is not practicable due to the timescales involved we will use reasonable endeavours to provide other suitable methods of notice including, e-mail, television and radio broadcasts; and
 - 7.3.2 You will receive a refund of the Fee (other than the processing fee which is at all times non-refundable).
- 7.4 In the event of cancellation of the Race as set out in Conditions 7.1 and 7.2, we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs, including your travel to the Race location.
- 7.5 For the avoidance of doubt, any change to the Race Date, the Race schedule, the Race format and/or any other change to the Race, that at our discretion, we consider necessary to stage the Race under Condition 3.9, shall not constitute a cancellation of the Race by us and no refund of the Fees (in whole or in part) shall be given to you in the event of any such change, other than in the case of cancellation by us as set out in Conditions 7.1 and 7.2.

8. DATA PROTECTION

- 8.1 For the purposes of this Condition 8, personal information includes any information provided by you when completing the Registration Form and (where applicable) medical data collected for health and safety purposes ("Personal Information").
- 8.2 You agree that your Personal Information can be stored and used by us in connection with the organisation, staging and administration of the Race. Further you agree that any medical information provided in your Registration Form may be used to treat or otherwise assist you as a result of illness or injury sustained arising from your participation in the Race and/or used by assisting medical staff where deemed necessary. You agree to inform us of any change in your medical condition from the date of completion of the Registration Form up to and until the start of the Race which is likely to affect your ability to participate in the Race.

- 8.3 You agree that your Personal Information may be anonymised and the anonymised data may be used by us in connection with the compilation of statistical information and to improve health and safety procedures at future events.
- 8.4 Where on the Registration Form you have opted-in to receive marketing information from us and our Partners, you agree that your name and contact details can be used by us and our Partners for the purposes of:-
 - 8.4.1 the promotion and marketing of the Race; and
 - 8.4.2 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 similar types of events or activities (Together the "Marketing Information").
- 8.5 We agree to hold your Personal Information in accordance with our privacy policy.

9. ADVERTISEMENT

- 9.1 The Race may be televised and photographs may be taken which capture your participation in the Race. By participating in the Race you agree: (i) that we or any third party appointed by us, may photograph and/or film your participation in the Race; and (ii) to the unlimited use in all current and future media (including, print, audio visual, the internet and social media channels) by us of your name, likeness, image (or any other means by which you may be identified) in connection with production, organisation, promotion and/or marketing of any of our events, including the Race.

10. LIABILITY

- 10.1 You acknowledge and agree that that you participate in the Race at your own risk.
- 10.2 Subject to Condition 10.4, we shall not be liable to you and/or to your heirs and successors in title in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any: (A) (i) loss of profits, (ii) loss of business, (iii) anticipated savings or wasted expenditure, (iv) loss of earnings, (v) loss or damage of or to personal equipment belonging to you, and/or (vi) any kind of physical, mental or other loss or damage of whatsoever nature, (whether in each case of (i) – (vi) arising directly or indirectly); and/or (B) any indirect or consequential loss, arising out of your participation in the Race and/or any other matter arising under these Conditions.
- 10.3 Subject to Condition 10.4, our total aggregate liability to you arising out of or in connection with your participation in the Race and/or any other matter arising out of or in connection with these Conditions shall not exceed an amount equal to the Fees paid by you pursuant to these Conditions at the time of such liability arising.
- 10.4 Nothing in these Conditions excludes or limits our liability: (i) for death or personal injury caused by our negligence, (ii) for fraud or fraudulent misrepresentation, or (ii) to an extent greater than is permitted under law.

11. GENERAL

- 11.1 The Contract shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.
- 11.2 If any provision of these Conditions is invalid or unenforceable, in whole or in part, the validity or enforceability of the remainder of these Conditions shall not be affected.
- 11.3 These Conditions do not create, confer or purport to confer any benefit or right enforceable by any third party whether under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 11.4 Nothing in these Conditions shall have the effect of holding the Partners out as being a partnership, joint venture, principal or agent of each other or of us.
- 11.5 References in these Conditions to "include" and "including" are to be construed without limitation.