**EVENT T&CS**

**TERMS & CONDITIONS OF PARTICIPATION IN AN OUTLAW TRIATHLON SERIES EVENT 2020**

Participation in the Event(s) is subject to and conditional upon the following terms and conditions:

1. **REQUIREMENTS**
	1. Only people properly registered in accordance with these terms and conditions are eligible to take part in an Event (“**Participant(s)**”).

Individual entry requirements**:**

* 1. Outlaw Half Distance (Outlaw Half Nottingham 2020, Outlaw Half Holkham 2020 and Outlaw X 2020) Participants must be at least 18 years old as at 31 December 2020 to participate as an individual and therefore only persons born on or before 31 December 2002 will be able to take part.
	2. Outlaw Nottingham 2020 Participants must be at least 19 years old as at 31 December 2020 to participate as an individual and therefore only persons born on or before 31 December 2001 will be able to take part.
	3. Future Outlaw 2020 Participants must be between the ages of 11 – 15 years old as at 31 December 2020 to participate in the Event (individual entry only) and therefore only persons born between the 31 December 2005 - 31 December 2009 will be able to take part.

Relay entry requirements:

* 1. Outlaw Half Distance (Outlaw Half Nottingham 2020, Outlaw Half Holkham 2020 and Outlaw X 2020) relay Participants must meet the following age criteria to participate:
		1. Swim - in line with FINA regulations relay Participants must be at least 14 years old as at the relevant scheduled Event date.
		2. Bike - relay Participants must be at least 18 years old as at 31 December 2020.
		3. Run – in line with UKA regulations relay Participants must be at least 17 years old as at the relevant scheduled Event date.
	2. Outlaw Nottingham 2020 relay Participants must meet the following age criteria to participate:
		1. Swim - in line with FINA regulations relay Participants must be at least 14 years old as at the relevant scheduled Event date.
		2. Bike - relay Participants must be at least 19 years old as at 31 December 2020.
		3. Run – in line with UKA regulations relay Participants must be at least 18 years old as at the relevant scheduled Event date.
1. **ACCEPTANCE OF CONDITIONS**
	1. The Event organiser is One Step Beyond Promotions Limited (company number 04986926) whose registered address is 62 Buckingham Gate, London, SW1E 6AJ (“**Organiser**”).
	2. The Participant shall be deemed to have accepted these terms and conditions and to have entered into a legally binding contract with the Organiser when he/she accepts the terms and conditions of participation by clicking the relevant field in the online registration form (“**Online** **Entry** **Form**”). For the avoidance of doubt, these terms and conditions shall apply to Outlaw Nottingham 2020, Outlaw Half Nottingham 2020, Outlaw Half Holkham 2020, Outlaw X 2020, Future Outlaw 2020 and any combination of these events in which a Participant enters (each an “**Event**” and together the “**Events**”).
2. **PARTICIPATION**
	1. A Participant may complete the Online Entry Form and purchase entry to an Event on behalf of another person (“**Third Party**”), provided the Participant has the Third Party’s permission to provide their contact details to the Organiser. The Participant confirms that the Third Party meets the requirements set out in clause 1 above and that the Third Party contact details provided are accurate, correct and up to date. The Organiser will send a link to these terms and conditions to the email address provided for the Third Party. By participating in the Event, the Third Party will be deemed to have accepted these terms and conditions. If a Participant is found to be in breach of this clause, the booking shall be rendered void and the relevant Participants and Third Parties shall be disqualified from the Event and the Organiser reserves the right to exclude the relevant Participants and Third Parties from participation in future events organised by the Organiser. Subject to clause 9.4 and the provisions relating to relay teams, the Participant may not transfer his/her entry or assign any of his/her rights or obligations under these terms and conditions, save in accordance with these terms and conditions and/or with the prior written consent of the Organiser. The Participant agrees that the entry cannot be given away for free or used as part of any form of business or commercial activity (save as expressly authorised by the Organiser). In particular, the entry may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotion use as a prize (including in competitions and sweepstakes), travel packages, or for any other trade purposes (save as expressly authorised by the Organiser). Transfer, donation, give away, resale or attempted resale is grounds for cancellation of entry without refund or other compensation.
	2. The Participant acknowledges that each Event is physically strenuous and that he/she is aware of the associated medical and physical risks involved. By completing the Online Entry Form the Participant warrants to the Organiser that he/she is, and will reaffirm on the relevant Event Date that he/she is, sufficiently fit and healthy to participate in the Event unaided and agrees to be solely responsible for his/her actions, and the Organiser, its officers, agents, employees, affiliates, sponsors or medical advisers shall not be responsible for any injury or illness that the Participant may suffer as a result of his/her participation in the Event (unless caused by the negligence of the Organiser or its officers, agents, employees, affiliates, sponsors or medical advisers).
	3. The Organiser reserves the right to remove any Participant from any Event, either during or before it, due to ill health, or any other reason (at the Organiser’s discretion) that may render him/her unfit to safely complete the Event. The Participant confirms that he/she will not take part in an Event if he/she is suffering from any injury or illness which may impair his/her performance and confirms that he/she will report any illness during the Event to the Event medical team immediately.
	4. The Participant agrees to abide by all Event rules, regulations and instructions issued by or on behalf of the Organiser, any rules and regulations imposed by any venue and all applicable rules and regulations of the relevant sporting governing bodies that oversee the running of the Event including the relevant British Triathlon rules and regulations and doping rules and any road regulations, including but not limited to, the Highway Code. The Organiser is entitled to impose Event rules upon the Participant from time to time which will form part of these terms and conditions and all decisions and rulings by or on behalf of the Organiser shall be considered final. The Participant will comply with all instructions and guidelines given by the Organiser and all Event staff, stewards, marshals and medical/safety personnel. The Participant understands that he/she will not be entitled to a refund of the fees if he/she is disqualified from the Event as a result of an infringement of these rules, regulations or instructions.
	5. The Organiser shall be entitled at any point to refuse entry to any Event to any person and/or to refuse to allow any Participant to take part or continue to take part in any Event including, without limitation, if he/she has behaved in a manner which, in the reasonable opinion of the Organiser, has, or is likely to affect the safety of other Participants; or he/she uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or in the reasonable opinion of the Organiser he/she is acting under the influence of alcohol or drugs or fails when required to produce proof of identity or age.
3. **RACE INFORMATION**
	1. All necessary race information pertaining to each Event is published on [www.outlawtriathlon.com](http://www.outlawtriathlon.com). It will not be posted to you in hard copy format. However, we will provide regular newsletters about each Event and inform you when new race information is available via email or on www.outlawtriathlon.com. Please note that details of each Event as published on the race specific entry form, race information or FAQ’s are subject to change. Details of any alterations to the race information will be made available on [www.outlawtriathlon.com](http://www.outlawtriathlon.com) no later than 5 days prior to the relevant Event date. It is the responsibility of the Participant to ensure they have accessed the relevant information relating to each Event.
4. **PAYMENT**
	1. Save for Participants registered to participate on behalf of any official Event Charities (“**Charity Participants**”), each Participant is required to pay an entry fee (variable) for each Event they enter at point of entry, or if using the payment plan at the relevant dates specified. The Organiser only accepts payment by approved debit card or credit card – the terms and conditions relating to use of the online entry system are set out below.
	2. If payment cannot be collected for any reason including, without limitation, due to insufficient funds, cover of account or revocation by the applicant (also at a later date), the applicant cannot participate in the Event and may be charged a withdrawal fee.
	3. All entry fees are inclusive of VAT at the rate of 20%. If an entry is accepted the fee is non-refundable other than as stated in clause 8.3 of these terms and conditions.
	4. Active processing fees will not, under any circumstances, be refunded to the Participant.
5. **EVENT REGISTRATION**
	1. The Participant must complete the appropriate registration process at the times and on the day(s) instructed by the Organiser. Race and registration pack collection will only be available on the day(s) before the relevant Event. There will be no registration or race pack collection on Event day, save for Future Outlaw 2020 Event where registration will be available on the morning of the Event. For Participants entering the relay race, only the one member of the team is required to register per team, however, the Participant registering on behalf of the rest of the relay team must show photo identification for all relay team members, as referenced in clause 6.2.
	2. For race and registration pack collection, each Participant will receive his/her race and registration pack upon the presentation of photo identification (e.g. passport, driving licence or BTF Licence) and email confirmation. Photocopies or photographs are acceptable. No registration (or racing) will be permitted without providing photo identification in accordance with this clause 6. If a Participant cannot appear personally, he/she must inform the Organiser in writing in advance, nominating an authorised person to register on his/her behalf. The race and registration pack can then be collected by said person on presentation of the Participant’s photo identification.
	3. All Participants must have a British Triathlon Federation (BTF) Race Licence in order to take part in each Event. If you have a 2020 BTF Race Licence, please bring this with you. If for any reason, you are unable to show a 2020 BTF Licence at registration, you will be required to purchase a BTF Day Licence in order to be allowed to register. If you have applied for a BTF Day Licence (entered the Event as a Non BTF member), this will be emailed to you in advance of the Event. Relay team Participants must either show their individual BTF membership or purchase a BTF Day Licence at event registration - this applies to every member of the relay team.
	4. If a Participant needs to change their details, they can do so by logging into their Active account ([https://myevents.active.com/](https://passport.active.com/)) up to 28 days before each Event. After this time changes must be notified to the Organiser by emailing info@osbevents.com or calling 01522 699950.
6. **PARTICIPANT OBLIGATIONS**
	1. As a continuing condition of entry into, and participation in, each Event each Participant shall ensure that:
		1. safety approved cycle helmets conforming to British standards are worn at all times during the Event;
		2. he/she does not start earlier than the official start time on the day of the Event. Failure to comply with this rule will result in disqualification;
		3. his/her bicycle is roadworthy for the Event;
		4. he/she does not use a mobile phone whilst participating;
		5. he/she does not use a music player with headphones whilst participating, including bone conducting headphones;
		6. he/she displays the official event numbers provided at registration in the manner indicated in the event information booklet; folding or defacing event numbers will result in penalties being applied in accordance with the British Triathlon Competition Rules;
		7. he/she does not deviate from the official signed route of the Event.
		8. he/she must comply with the British Triathlon competition rules in force, available at <https://www.britishtriathlon.org/competitionrules> and on request by emailing info@osbevents.com.
		9. he/she must comply with the reasonable instructions of the Organiser and all Event staff, stewards, marshals and medical/safety personnel.
	2. Should Participants breach the Participant Obligations, the Organiser reserves the right to (i) disqualify Participants from the Event, and (ii) exclude the Participant from participation in future events organised by the Organiser.
7. **WITHDRAWALS AND TRANSFER OF ENTRY PLACES**
	1. This clause 8 shall not apply to Charity Participants. All cancellations, refunds or withdrawals by Charity Participants must be taken up directly with their designated Charity. No refunds shall be made directly to any individual Charity Participant by the Organiser in any circumstances.
	2. The Participant acknowledges that places for each Event are limited and registrations for places have a direct impact on the organisation and logistics of the Event. Accordingly, the Participant may only withdraw from an Event or defer their entry as set in the following clauses:
	3. A Participant may withdraw from an Event at any time by contacting info@osbevents.com or, alternatively, by post to The Events Office – Withdrawals ([Event Name]), OSB Events, 2 Pyke Road, Lincoln, LN6 3QS. Emails will be honoured from the date of receipt. The Organiser will not be held responsible for the loss of postal withdrawals. Refunds / Race Credits will be issued in the event of a withdrawal as set out below. If a participant has received a discount on multiple Event Entries this will be deducted from any refund issued on withdrawal. Please note Active processing fees will not, under any circumstances, be refunded to the Participant.
		1. For Outlaw Nottingham 2020:

**Cancellation Date Range - Relevant Date - Refund Level**

Up to 182 days prior to the scheduled Event date - 26 January 2020 - £225.00

Between 181 and 84 days prior to the scheduled Event date - 3 May 2020 - £200.00

Between 83 and 42 days prior to the scheduled Event date - 14 June 2020 - £180.00

Between 41 and 28 days prior to the scheduled Event date - 28 June 2020 - £155.00

Within 27 days of the scheduled Event date - 29 June 2020 - No refunds

* + 1. For Outlaw Half Nottingham 2020:

**Cancellation Date Range - Relevant Date - Refund Level**

Up to 84 days prior to the scheduled Event date - 23 February 2020 - £100.00

Between 83 and 28 days prior to the scheduled Event date - 19 April 2020 - £75.00

Within 27 days of the scheduled Event date - 20 April 2020 - No refunds

* + 1. For Outlaw Half Holkham 2020:

**Cancellation Date Range - Relevant Date - Refund Level**

Up to 84 days prior to the scheduled Event date - 5 April 2020 - £100.00

Between 83 and 28 days prior to the scheduled Event date - 31 May 2020 - £75.00

Within 27 days of the scheduled Event date - 1 June 2020 - No refunds

* + 1. For Outlaw X 2020:

**Cancellation Date Range - Relevant Date – Refund Level**

84 days prior to the scheduled Event date - 5 July 2020 - £100.00

Between 83 and 28 days prior to the scheduled Event date - 30 August 2020 - £75.00

Within 27 days of the scheduled Event date - 31 August 2020 - No refunds

* + 1. For Future Outlaw 2020:

**Cancellation Date Range - Relevant Date - Race Credit Amount**

Up to 14 days prior to the scheduled Event date - 11 July 2020 - 50% of original entry fee

Within 13 days of the scheduled Event date - 12 July 2020 - No refunds or race credit

* + 1. Participants gifted an entry free of charge will not be eligible for any refund or race credit in the event of withdrawal by the Participant.
		2. If a Participant has opted to pay using the payment plan option, regardless of which payment plan the Participant has chosen, the first instalment is non-refundable in the event of withdrawal by the Participant. If a Participant withdraws after paying their second instalment but 28 days or more before the relevant scheduled Event date, a proportion of the Participant’s second instalment will be refunded in line with the withdrawal terms set out above. If a Participant withdraws after paying their third and final instalment, but 28 days or more before the relevant scheduled Event date, a proportion of the Participant’s third and final instalment will be refunded in line with the withdrawal terms set out above.
1. **TRANSFERS AND ENTRY TYPE CHANGES**
	1. Subject to clause 9.4, Participants will not be able to transfer their entry to another person. Any Participant found to have transferred or attempting to transfer their entry to another person or any person found to have taken or attempting to take an entry from a Participant shall be barred from all future events organised by the Organiser.
	2. Participants may transfer their entry between Outlaw Nottingham 2020, Outlaw Half Nottingham 2020, Outlaw Half Holkham 2020 and Outlaw X 2020 only, up to 28 days prior to the scheduled Event date of their original booking, subject to the ‘other’ event still being open for entries. This may only be done by telephoning 01522 699950. A £25 fee will be charged to transfer the entry, alongside any tiered price increases and Active processing fees that apply at the time of transfer. A Participant may not transfer their entry from or to Future Outlaw 2020.
	3. Up to 28 days prior to the relevant scheduled Event date, Participants may change their entry type from individual to relay. This may only be done by telephoning 01522 699950. A £10 transfer and Active processing fees will be charged for using this service alongside the additional cost of the entry type.
	4. Relay teams may swap team members up to 14 days prior to the relevant scheduled Event date. This may only be done by telephoning 01522 699950. The Organiser will cancel that Participant’s registration, following which the relay team captain can invite another individual to participate through the Active account.
	5. Transfer Dates:

**Event Name - Deadline to Transfer Entry Type from Individual to Relay**

Outlaw Nottingham 2020 - 28 June 2020 - 12 July 2020

Outlaw Half Nottingham 2020 - 19 April 2020 - 3 May 2020

Outlaw Half Holkham 2020 - 31 May 2020 - 14 June 2020

Outlaw X 2020 - 30 August 2020 - 13 September 2020

Future Outlaw 2020 - NO RELAYS

**Event Name - Deadline to Change Relay Members**

Outlaw Nottingham 2020 - 12 July 2020

Outlaw Half Nottingham 2020 - 3 May 2020

Outlaw Half Holkham 2020 - 14 June 2020

Outlaw X 2020 - 13 September 2020

1. **DEFERALS**
	1. Participants may defer their entries in relation to Outlaw Nottingham 2020 only. For the avoidance of doubt, entries for Outlaw Half Nottingham 2020, Outlaw Half Holkham 2020, Outlaw X 2020 and Future Outlaw 2020 may not be deferred.
	2. Participants who register on or before 31 October 2019 are eligible to defer their Outlaw Nottingham 2020 entry to the Outlaw Nottingham 2021 event. Participants may only use the deferral once. Participants may not defer an entry that has been obtained through a charity partner. Participants may defer their entry up to 60 days prior to the Event (on or before 27 May 2020). Deferral must be confirmed by the Participant within 2 weeks of the date the acknowledgment of deferral request email is sent by the Organiser in order for the deferral to be valid. Further details on how the Participant must confirm the deferral request are set out in the acknowledgment of deferral request email sent by the Organiser. For the avoidance of doubt, the deferral of a relay team will affect every team member.
	3. Participants who opt to use the payment plan may only defer their entry following the completion of all instalments of the payment plan.
	4. Once deferred, the entry is non-refundable should the Participant or relay team then withdraw from the 2021 Event.
	5. Participants gifted an entry free of charge will not be eligible for a deferral.
2. **CANCELLATION, ALTERATION AND TIMINGS OF EVENT BY THE ORGANISER**
	1. The Participant acknowledges and accepts that circumstances concerning an Event may change from time to time for reasons outside of the Organiser’s reasonable control or otherwise, without the Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant save as expressly set out in these terms and conditions.
	2. The Organiser may cancel an Event if circumstances beyond the reasonable control of the Organiser arise including, without limitation,  war, civil or political unrest, transport disruptions, terrorism, including reasonable threat thereof, inclement weather conditions, death of a member of the royal family and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body, on advice of any security or police force and/or local authority consent or approval, or withdrawal of such consent or approval, (“**Force Majeure**”). In such circumstances, the Participant will not be entitled to any refund of the entry fee (including Active processing fees) and compensation of other losses, such as travelling or accommodation expenses.
	3. The Organiser reserves the right to change the date of any Event. In the event of such change of date of the Event, and if the Participant is unable to attend on the revised date, he/she has 7 days to inform the Organiser in writing from when the change in date is announced to receive a refund of his/her entry fee (excluding Active processing fees).
	4. The Organiser reserves the right to alter the start time of any Event. In the event of a change of start time the Participant will be notified of the revised start time with as much notice as reasonably practicable. The Participant acknowledges that the Events will have an early start time and it is the Participant’s responsibility to ensure that they arrive at the time allocated to them. No refund in full or in part shall be made for any change in start time for any Event provided the Event takes place on the specified date of the Event.
	5. The Organiser reserves the right to amend any of the Event formats, including changing the course and the distance, at its sole discretion. If any Event format, course or distance, is changed the Participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course or distance.
	6. In order to ensure the roads can re-open on time in line with the Organiser’s obligations to the relevant local authorities and to ensure the proper functioning of the transition areas, the Organiser has the right to remove from any Event those Participants who do not meet the applicable required cut-off times. No refunds will be paid to Participants in these cases. The relevant cut-off times can be found at <https://www.outlawtriathlon.com>, and are subject to the change at the Organiser’s discretion.
3. **LIABILITY AND INSURANCE**
	1. Participation in any Event is at the Participant’s own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Organiser and its affiliates from and for any liability, sum, costs, damages or expenses (including legal and professional fees) incurred by the Organiser and its affiliates in connection with any accident, loss, damage or injury (including death) arising out of the Participant’s attendance at and participation in an Event or any part thereof (except where any such injury or death is caused by the negligence of the Organiser or any of its employees).
	2. Under no circumstances shall the Organiser and its affiliates be liable to the Participant in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, charity funds, anticipated savings or wasted expenditure, or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of submitting the Entry Form) arising out of the Participant taking part in any Event or any other matter arising under these terms and conditions nor for an aggregate amount greater than the entry fee (excluding Active processing fees) paid by the Participant.
	3. In the event of cancellation of the Event or a Participant’s entry for any reason, the Organiser will have no responsibility for any costs or expenses incurred by a Participant as a result of cancellation, including any travelling or accommodation expenses.
	4. Nothing in these terms and conditions shall exclude or limit the liability of the Organiser:
		1. for death or personal injury caused by the Organiser’s negligence;
		2. for fraud or fraudulent misrepresentation; or
		3. for any matter which it would be illegal for the Organiser to exclude or attempt to exclude liability.
	5. The Organiser will not be liable for any actions of any spectators or other third parties.
	6. The Participant accepts that any mechanical support received on his/her bike from the Organiser, partners, Participants or other third parties is at his/her own discretion and the Participant will not hold anyone else responsible for any subsequent bike malfunctions or resulting injury.
	7. The Participant accepts that should his/her bike be transferred in any vehicle during the event, such as the sweep vehicle, he/she accepts it is placed and transferred in the vehicle at his/her own risk and the Organiser is not liable for any damage caused during this process.
	8. Some of the food products given out on Event days may contain or have traces of nuts and nut oils or may have been made alongside other products containing nuts. It is the Participant’s responsibility to check ingredients in such products and the Organiser shall not be held liable for any damage or injury caused by this (unless caused by the Organiser’s negligence).
	9. The Organiser will endeavour to provide an Event finish time for the Participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.
4. **COLLECTION AND USE OF DATA**
	1. The Participant agrees and consents to the Organiser using his/her personal details provided in his/her Online Entry Form as set out in the Privacy Policy (<https://www.outlawtriathlon.com/privacy-policy-cookie-policy/>).
5. **COMMERCIAL PROVISIONS**
	1. The Organiser reserves the exclusive right and license throughout the world (and Participant hereby grants the Organiser such exclusive right and licence) to interview and/or photograph and/or film the Participant at any Event (and before and after any Event as the Organiser may reasonably require) and to the unlimited, worldwide, sub-licensable right to record, film, reproduce and use in all current and future media (including without limitation, print, audio, visual, audio-visual, virtual media, the Internet, mobile telephony and so-called “3/4G” technologies, CD-ROM or DVDs) the Participant’s name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of the Participant, and any biographical or other information or data related to the Participant (including times and results), in connection with the production, advertisement, marketing, promotion or sale of Event partner products and/or services and/or the promotion, marketing or advertisement of the Organiser and its events, or any Event partner at that time (Event partners are listed here and updated from time to time: <https://www.outlawtriathlon.com/our-partners/>).
	2. Participation in any of the Events does not confer any rights (by implication or otherwise) on the Participant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of any Event.
	3. No Participant shall engage in any form of “ambush marketing” (ambush marketing is an activity by a party which utilizes the publicity value of an event without having any official involvement or connection with the event) and shall not breach or infringe the rights of any sponsor or other party commercially associated with the Events, nor conduct unauthorized promotions or other commercial activity.
	4. Should a Participant not wish to be filmed or photographed at an Event, he/she should email info@osbevents.com, stating their name and bib number and Organiser shall pass this information to the third party filming/photography providers. Organiser cannot guarantee that any local or national media/news reports of a live event will not include your name and/or image and Organiser shall not be held responsible for any footage or images shown using your image, unless the Organiser gave approval for such images to be used.
6. **MISCELLANEOUS**
	1. These terms and conditions (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 any of the Events. The Participant acknowledges and agrees that in submitting the Online Entry Form (and the documents referred to in it) he/she 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) other than as expressly set out herein.
	2. If any provision of these terms and conditions is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the provision shall be amended in such a reasonable manner or it may be severed from the terms and in either event the remaining provisions shall remain in full force and effect.
	3. These terms and conditions are governed by English Law and the English Courts shall have exclusive jurisdiction in relation hereto.