



OUTLAW SWIMS TERMS AND CONDITIONS 2023

IN RELATION TO THE OUTLAW SWIM EVENTS 29 JULY 2023 AS PART OF OUTLAW NOTTINGHAM WEEKEND

Acceptance of Terms and Conditions

The following Terms and Conditions relate to the Future Outlaw events organised by One Step Beyond Promotions Limited (company number 04986926) whose registered address is Gordon's House, 10a Greencoat Place, Victoria, London, SW1P 1PH (the "Organiser")

The "Event"	The "Event Date"
OUTLAW SWIM 2.5k	Saturday 29 July 2023
OUTLAW SWIM 5k	Saturday 29 July 2023

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 they accept the terms and conditions of participation by selecting the relevant field on either the online registration form ("**Online Entry Form**") or On The Day entry form

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

1. REQUIREMENTS

- 1.1 Only people properly registered in accordance with these terms and conditions are eligible to take part in the Event ("**Participant(s)**").
- 1.2 Participants entering the Outlaw Swim Nottingham must be at least:
 - 1.2.1 12 years old as at 31 December 2023 to take part in the 2.5k swim and therefore only persons born on or before 31 December 2011 will be able to take part;
 - 1.2.2 13 years old as at 31 December 2023 to take part in the 5k swim and therefore only persons born on or before 31 December 2010 will be able to take part;

2. PARTICIPATION

- 2.1 Each Participant must represent and warrant to the Organiser that they have full legal authority and capacity to complete the Online Entry Form, including accepting these terms and conditions, on behalf of themselves and/or, where applicable, any party for whom they are registering (the "**Third Party**"), including full authority to make use of the credit or debit card to which fees related to Event Registration will be charged.
- 2.2 Participants who are under 18 years old must be registered by a parent, legal guardian or carer on their behalf. If registering a participant under the age of 18, the Participant represents that they are the parent, legal guardian or carer of that child, or that they have the parent, legal guardian or carer's prior written consent.

- 2.3 By registering a Third Party, a Participant confirms to the Organiser 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, their entry shall be rendered void and the relevant Participant(s) 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.
- 2.4 Subject to clause 8 and the provisions relating to relay teams, the Participant may not transfer their entry or assign any of their 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 by the Organiser without refund or other compensation of any kind.
- 2.5 The Participant acknowledges that the Event is physically strenuous and that they are aware of the associated medical and physical risks involved. By completing the Online Entry Form the Participant warrants to the Organiser that they are sufficiently fit and healthy to participate in the Event unaided (and acknowledge that they must reaffirm that they are sufficiently fit and healthy to participate in the Event unaided on the Event Date) and agrees to be solely responsible for their 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 their participation in the Event (unless caused by the negligence of the Organiser or its officers, agents, employees, affiliates, sponsors or medical advisers).
- 2.6 The Organiser reserves the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason (at the Organiser's discretion) that may render them unfit to safely complete the Event. The Participant confirms that they will not take part in the Event if they are suffering from any injury or illness which may impair their performance and confirms that they will report any illness during the Event to the Event medical team immediately.
- 2.7 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 the 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 without limitation, 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 they will not be entitled to a refund of the fees if they are disqualified from the Event as a result of an infringement of these rules, regulations or instructions.
- 2.8 The Organiser shall be entitled at any point to refuse entry to the Event to any person and/or to refuse to allow any Participant to take part or continue to take part in the Event including, without limitation, if they have behaved in a manner which, in the reasonable opinion of the Organiser, has, or is likely to affect the safety of other Participants; or they use 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 they are acting under the influence of alcohol or drugs or fails when required to produce proof of identity or age.

3. RACE INFORMATION

- 3.1 All necessary race information pertaining to the Event is published on www.outlawtriathlon.com. It will not be posted to you in hard copy format. However, the Organiser will provide regular newsletters about the Event and inform you when new race information is available via email or at www.outlawtriathlon.com. Please note that details of the 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. It is the responsibility of the Participant to ensure they have accessed the relevant information relating to the Event. It is the Participant's responsibility to make sure that their contact details, entered in the Registration Platform, are correct. The Organiser cannot be held responsible for being unable to send information if the details are incorrect.

4. PAYMENT

- 4.1 Each Participant is required to pay an entry fee (variable) for the Event at point of entry, or if using the payment plan at the relevant dates specified therein. 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.
- 4.2 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.
- 4.3 All entry fees are inclusive of VAT at the prevailing rate as may applicable at the time of entry. If an entry is accepted the fee is non-refundable other than as stated in clause 7 of these terms and conditions.
- 4.4 Processing fees for use of the registration platform used to complete the Online Entry Form (the “**Registration Platform**”) will be chargeable in addition and such processing fees will not, under any circumstances, be refunded to the Participant.
- 4.5 The Organiser will not be liable under any circumstances for any costs incurred by the Participant, including without limitation any accommodation and/or travel costs.

5. EVENT REGISTRATION

- 5.1 The Participant must complete the appropriate registration process at the time and on the days instructed by the Organiser. Race and registration pack collection will only be available before the Event on the days stated in the race information.
- 5.2 For race and registration pack collection, each Participant must appear in person and present valid photo identification (e.g. passport or driving licence) in order to register for the relevant Event. Photocopies or photographs are acceptable. No registration (or racing) will be permitted without providing photo identification in accordance with this clause 5.
- 5.3 If a Participant needs to change their details, they can do so by logging into their account on the Registration Platform up to 36 days before the Event (23 June 2023) After this time changes must be notified to the Organiser by emailing info@outlawtriathlon.com or calling 01522 699950.

6. PARTICIPANT OBLIGATIONS

- 6.1 As a continuing condition of entry into, and participation in, the Event each Participant shall ensure that:
 - 6.1.1 they do not start earlier than the official start time on the day of the Event. Failure to comply with this rule will result in disqualification;
 - 6.1.2 they do not use a mobile phone whilst participating;
 - 6.1.3 they do not use a music player with headphones whilst participating, including bone conducting headphones;
 - 6.1.4 they display 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 official competition rules;
 - 6.1.5 they do not deviate from the official signed route of the Event;

- 6.1.6 they must comply with the reasonable instructions of the Organiser and all Event staff, stewards, marshals medical/safety personnel and venue owners;
 - 6.1.7 they shall not intentionally or carelessly litter; and
 - 6.1.8 they shall treat other competitors and other competitor's property, the Organiser and its personnel (including that of its suppliers and subcontractors) with respect at all times.
- 6.2 Should Participants breach these terms and conditions, the Organiser reserves the right to (i) disqualify Participants from the Event, and/or (ii) exclude the Participant from participation in future events organised by the Organiser. In such circumstances, no refunds of any kind shall be payable.

7. WITHDRAWALS

- 7.1 The Participant acknowledges that places for the 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 as set out in this clause 7.
- 7.2 A Participant may only withdraw from the Event by contacting info@outlawtriathlon.com. Emails will be honoured from the date of receipt. Refunds will be issued in the event of a withdrawal as set out below.
- 7.2.1 If a Participant has received a discount on multiple Event entries any credit shall be less the discount for that Event.
 - 7.2.2 Registration Platform processing fees will not, under any circumstances, be refunded to the Participant.
 - 7.2.3 Participants gifted an entry free of charge will not be eligible for any refund or race credit in the event of withdrawal.
 - 7.2.4 Participants shall be entitled to receive a partial refund where they withdraw on or prior to the relevant Event withdrawal date as set out below.
 - 7.2.5 No refund will be provided in the event of a withdrawal after the relevant Event withdrawal date.

Event Date	Withdrawal Date for Receipt of Notice	Partial Refund due:
29 July 2023	23 June 2023	50% of original entry fee (exclusive of Registration Platform processing fees which are non-refundable)

- 7.3 If a Participant has paid for entry to an Event via a payment plan, Participants will only be entitled to a refund (pursuant to clause 7.2) once all outstanding payments under such payment plan have been paid.
- 7.4 Any refund of a Participant's entry fee pursuant to clause 7.2 above will be paid by the relevant Registration Platform and for the avoidance of doubt, the Organiser shall be under no obligation to directly refund Participants who registered for the Event via a Registration Platform

8. TRANSFERS

- 8.1 Participants will not be able to transfer their entry to another person. Any Participant found to have transferred or be 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 the Event and all future events organised by the Organiser.

9. DEFERRALS

- 9.1 Event entries may not be deferred.

10. CANCELLATION, ALTERATION AND TIMINGS OF EVENT BY THE ORGANISER

- 10.1 The Participant acknowledges and accepts that circumstances concerning the 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.

- 10.2 The Organiser may cancel the Event due to circumstances beyond the reasonable control of the Organiser including, without limitation, (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, or threats thereof; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government, public authority or governing body, including without limitation imposing any advice or restriction against events or gatherings, export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers or subcontractors (including any venue); and/or (ix) interruption or failure of utility service.
- 10.3 In the event of cancellation under clause 10.2, the Participant will not be entitled to any refund of: (i) the entry fee; (ii) any Registration Platform processing fees; or (iii) any other losses, such as travel or accommodation expenses.
- 10.4 If the Organiser cancels the Event pursuant to clause 10.2, the Organiser shall, to the extent possible, provide a free transfer to another of the Organiser's events.
- 10.5 The Organiser reserves the right to change the date of the Event. In the event of such change of date of the Event, and if the Participant is unable to attend on the revised date, they have 7 days to inform the Organiser in writing from when the change in date is announced to receive a refund of their entry fee (excluding any Registration Platform processing fees).
- 10.6 The Organiser reserves the right to alter the start time of the 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 if the Event will have an earlier start time, 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 the Event provided the Event takes place on the specified date of the Event.
- 10.7 The Organiser reserves the right to amend the Event format, including changing the course and the distance, at its sole discretion. If the 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.

11. LIABILITY

- 11.1 Participation in the 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 the 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).
- 11.2 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 Online Entry Form) arising out of the Participant taking part in the Event or any other matter arising under these terms and conditions nor for an aggregate amount greater than the entry fee (excluding Registration Platform processing fees) paid by the Participant.
- 11.3 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.
- 11.4 Nothing in these terms and conditions shall exclude or limit the liability of the Organiser:
- 11.4.1 for death or personal injury caused by the Organiser's negligence;
 - 11.4.2 for fraud or fraudulent misrepresentation; or
 - 11.4.3 for any matter which it would be illegal for the Organiser to exclude or attempt to exclude liability.

- 11.5 The Organiser will not be liable for any actions of any spectators or other third parties.
- 11.6 The Participant accepts that any mechanical support received on their bike from the Organiser, partners, Participants or other third parties is at their own discretion and the Participant will not hold anyone else responsible for any subsequent bike malfunctions or resulting injury.
- 11.7 The Participant accepts that should their bike be transferred in any vehicle during the event, such as the sweep vehicle, they accept it is placed and transferred in the vehicle at their own risk and the Organiser is not liable for any loss or damage caused during this process.
- 11.8 Some of the food products given out on Event day 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).
- 11.9 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.

12. COLLECTION AND USE OF DATA

- 12.1 The Participant agrees and consents to the Organiser using their personal details provided in their Online Entry Form as set out in the Privacy Policy (<https://www.outlawtriathlon.com/privacy-policy-cookie-policy/>).

13. IMAGE RIGHTS AND PHOTOGRAPHY/FILMING

- 13.1 The Organiser reserves the exclusive right and licence 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 the Event (and before and after the 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 "3/4/5G" 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: www.outlawtriathlon.com).
- 13.2 Participation in the Event 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 the Event or the Organiser.
- 13.3 No Participant shall engage in any form of "ambush marketing" (ambush marketing is an activity by a party which utilises 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 Event, nor conduct unauthorised promotions or other commercial activity.
- 13.4 Should a Participant not wish to be filmed or photographed at the Event, they should email info@osbevents.com, stating their name and bib number and the Organiser shall pass this information to the third party filming/photography providers. The Organiser cannot guarantee that any local or national media/news reports of a live event will not include a Participant's name and/or image and the Organiser shall not be held responsible for any footage or images shown using a Participant's image, unless the Organiser gave approval for such images to be used.

14. MISCELLANEOUS

- 14.1 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 the Event.
- 14.2 The Participant acknowledges and agrees that in submitting the Online Entry Form (and the documents referred to in it) they do 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.

14.3 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.

14.4 These terms and conditions are governed by English Law and the English Courts shall have exclusive jurisdiction in relation hereto.