



## OUTLAW SPRINT THORESBY PARK - TERMS & CONDITIONS 2023

IN RELATION TO THE OUTLAW SPRINT THORESBY PARK EVENT SATURDAY 2 SEPTEMBER 2023, PART OF THE OUTLAW THORESBY PARK WEEKEND

### 1. ACCEPTANCE OF CONDITIONS

1.1 The following Terms and Conditions relate to the Outlaw 10k 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 " <b>Event</b> "	The " <b>Event Date</b> "
Outlaw Sprint – Thoresby Park	Saturday 2 September 2023

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

1.3 Participants who will be aged under 18 on the scheduled Event date must be registered by a parent, legal guardian or carer on their behalf. Parents, legal guardians or carers registering on behalf of a Participant shall be deemed to have accepted these terms and conditions on the Participant's behalf and further agree to take full responsibility for such Participant during the Event.

Participation in the Outlaw Sprint Thoresby Park ("the Event") is subject to and conditional upon the following terms and conditions:

One Step Beyond Promotions Limited,

Gordon's House, 10a Greencoat Place, Victoria, London, SW1P 1PH

Telephone Number: 01522 699950

Registered in England No: 04986926

## 2. REQUIREMENTS

- 2.1 Only people properly registered in accordance with these terms and conditions are eligible to take part in the Event (“**Participant(s)**”). These terms and conditions apply to all Charity Participants (as defined in clause 5.1) and, except where specified in these terms and conditions, Participants shall be deemed to include Charity Participants.

### Individual entry requirements:

- 2.2 Participants must be at least 15 years old as at 31 December 2023 to participate as an individual and therefore only persons born on or before 31 December 2008 will be able to take part.

### Relay entry requirements:

- 2.3 Relay Participants must meet the following age criteria to participate:
- 2.3.1 Swim – based on ASA guidelines, Participants must be at least 11 years old as at 31 December 2023.
  - 2.3.2 Bike –Participants must be at least 15 years old as at 31 December 2023.
  - 2.3.3 Run – Participants must be at least 13 years old as at 31 December 2023.

## 3. PARTICIPATION

- 3.1 You represent and warrant to the Organiser that you have full legal authority and capacity to complete the Entry Form, including accepting these terms and conditions, on behalf of yourself and/or, where applicable, any party for whom you 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. If registering a child under the age of 18, you represent that you are the parent or legal guardian of that child, or that you have the parent or legal guardian’s prior written consent.
- 3.2 By registering a Third Party, you are confirming to the Organiser that the Third Party meets the requirements set out in clause 2 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.
- 3.3 Subject to clause 9 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

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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.

- 3.4 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 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 date of the Event) 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).
- 3.5 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.
- 3.6 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.
- 3.7 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.

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## 4. RACE INFORMATION

- 4.1 All necessary race information pertaining to the Event is published on <https://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 on <https://www.outlawtriathlon.com>. Please note that details of the Event, as published on the race specific entry form, race information or FAQs are subject to change. Details of any alterations to the race information will be made available on <https://www.outlawtriathlon.com>. It is the responsibility of the Participant to ensure they have accessed the relevant information relating to the Event.

## 5. PAYMENT

- 5.1 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 the Event at point of entry, or if using the payment plan set out on the relevant Registration Platform (the ‘**Payment Plan**’) at the relevant dates specified therein. The Organiser only accepts payment by approved debit card or credit card.
- 5.2 If payment cannot be collected for any reason including, without limitation, due to insufficient funds, cover of account or revocation by the applicant (including at a later date), the applicant cannot participate in the Event and may be charged a withdrawal fee.
- 5.3 All entry fees are inclusive of VAT at the prevailing rate as may be applicable at the time of entry. If an entry is accepted the entry fee is non-refundable other than as stated in clause 8 of these terms and conditions.
- 5.4 Processing fees for use of the registration platform used to complete the online Entry Form (the “**Registration Platform**”) will be chargeable in addition to the entry fees and such processing fees will not, under any circumstances, be refunded to the Participant.
- 5.5 The Organiser will not be liable under any circumstances for any costs incurred by the Participant in relation to the Event, including without limitation any accommodation and/or travel costs.

## 6. EVENT REGISTRATION

- 6.1 The Participant must complete the appropriate registration process at the time and on the days instructed by the Organiser. It is the Participant’s responsibility to make sure that their contact details, entered in the Entry Form, are correct. The Organiser cannot be held responsible for being unable to send information if such details are incorrect.

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- 6.2 Registration and bike racking will take place on the day of the Event. For Participants entering the relay race, only 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 6.3.
- 6.3 For race registration each Participant must present photo identification (e.g. passport, driving licence or BTF Licence) and email confirmation of entry. 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 to register, they must inform the Organiser in writing in advance, nominating an authorised person to register on their behalf on presentation of the Participant's photo identification. Said nominated person must also bring authorisation from the Organiser to be allowed to register.
- 6.4 All Participants must have a British Triathlon Federation (BTF) Race Licence to take part in the Event. If you have a valid 2023 BTF Race Licence, please bring this with you. If for any reason, you are unable to show a Valid 2023 BTF Licence at registration, you will be required to purchase a BTF Day Licence to be allowed to register. If you have applied for a BTF Day Licence at entry this will be emailed to you in advance of the Event. Relay team Participants must each show their individual BTF membership or purchase a BTF Day Licence at event registration - this applies to every member of the relay team.
- 6.5 If a Participant needs to change their details, they can do so by logging into their account on the relevant Registration Platform up to 36 days before the Event (see table in section 8). Please note that address changes must be made in the athlete's personal profile and also in the event registration, as the platform does not automatically update. After this time changes must be notified to the Organiser by emailing [info@outlawtriathlon.com](mailto:info@outlawtriathlon.com) or calling 01522 699950 (between the hours of 9am until 5pm).

## **7. PARTICIPANT OBLIGATIONS**

- 7.1 As a continuing condition of entry into, and participation in, the Event each Participant shall ensure that:
- 7.1.1 a safety approved cycle helmet conforming to British standards is worn at all times during the Bike section of the Event;
  - 7.1.2 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;
  - 7.1.3 their bicycle is roadworthy for the Event;
  - 7.1.4 they do not use a mobile phone whilst participating;
  - 7.1.5 they do not use a music player with headphones whilst participating, including bone conducting headphones;

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- 7.1.6 they display the official event numbers provided in the Event race pack 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;
  - 7.1.7 they do not deviate from the official signed route of the Event;
  - 7.1.8 they must comply with the British Triathlon competition rules in force, available at <https://www.britishtriathlon.org/competitionrules>;
  - 7.1.9 they must comply with the reasonable instructions of the Organiser and all Event staff, stewards, marshals medical/safety personnel and venue owners;
  - 7.1.10 they shall not intentionally or carelessly litter; and
  - 7.1.11 they shall treat other competitors and other competitor's property, the Organiser and its personnel (including that of its suppliers, volunteers and subcontractors) with respect at all times.
- 7.2 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.

## **8. WITHDRAWALS**

- 8.1 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 Charity Participant by the Organiser under any circumstances.
- 8.2 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 8.4 once all outstanding payments under such Payment Plan have been paid.
- 8.3 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 8.
- 8.4 A Participant may only withdraw from the Event by contacting [info@outlawtriathlon.com](mailto:info@outlawtriathlon.com). All requests for refund must be received by the Organiser 36 days before the Event. Emails requesting a withdrawal will be honoured from the date of receipt, but withdrawal must be confirmed 36 days before the Event or within 48 hours of the Organiser's request for confirmation of withdrawal (whichever is later). In the event of a withdrawal, entry fee refunds will only be available in accordance with this clause 8.4:
  - 8.4.1 If a Participant has received a discount on the Event entry, any refund shall be less the discount for that Event.
  - 8.4.2 Event entries that have already been deferred or transferred are not refundable.

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- 8.4.3 Registration Platform processing fees will not, under any circumstances, be refunded to the Participant.
- 8.4.4 Participants gifted an entry free of charge will not be eligible for any refund or race credit in the event of withdrawal.
- 8.4.5 If a Participant has paid for the Event, provided they have paid the due amounts in full, entry fee refunds will be available as follows:

Event	Final date for withdrawal with partial refund (36 days)	Partial Refund due:
Outlaw Sprint – Thoresby Park	28 July 2023	50% of original entry fee paid (exclusive of Registration Platform processing fees which are non refundable)

8.50 Any refund of a Participant’s entry fee pursuant to clause 8.4 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.

**9 TRANSFERS AND DEFERRALS**

9.1 Participants will not be able to transfer their entry to an Event 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.

9.2 Event entries may not be deferred

**10 ENTRY TYPE CHANGES**

10.1 **Transfer from individual to a relay entry.** Participants may change their entry from an individual entry to a relay, provided such notice to change entry is received at least 36 days in advance of the Event. The following charges shall be payable in order to secure such transfer:

10.1.1 £10 transfer fee; and

10.1.2 £15 for the increased entry price of a relay team

10.1.3 any Registration Platform processing fees that apply at the time of transfer (if applicable).

- 10.2 **Relay changes.** Relay teams may swap team members up to 16 days prior to the scheduled Event date by calling the Organiser on 01522 699950 (between the hours of 9am until 5pm). Failure to register members may result in disqualification for the entire team.
- 10.3 **Relay to individual entry.** The team captain of a relay team may transfer their entry to an individual entry, provided such notice to transfer is received at least 36 days in advance of the Event. If transferring to an individual entry, no refunds will be payable on the entry fee. Registration Platform processing fees will be payable. For the avoidance of doubt, the entire relay team cannot transfer to individual entries.

## **11 CANCELLATION, ALTERATION AND TIMINGS OF EVENT BY THE ORGANISER**

- 11.1 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.
- 11.2 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 or period of national mourning; (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.
- 11.3 In the event of cancellation under clause 11.2, 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.
- 11.4 If the Organiser cancels the Event pursuant to clause 11.2, the Organiser shall, to the extent possible, provide a free transfer to another of the Organiser's events.
- 11.5 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).
- 11.6 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.

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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.

- 11.7 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.
- 11.8 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 the 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.

## **12 LIABILITY AND INSURANCE**

- 12.1 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).
- 12.2 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.
- 12.3 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 in relation to an Event as a result of cancellation, including any travelling or accommodation expenses.
- 12.4 Nothing in these terms and conditions shall exclude or limit the liability of the Organiser:
- 12.4.1 for death or personal injury caused by the Organiser's negligence;
  - 12.4.2 for fraud or fraudulent misrepresentation; or
  - 12.4.3 for any matter which it would be illegal for the Organiser to exclude or attempt to exclude liability.
- 12.5 The Organiser will not be liable for any actions of any spectators or other third parties.

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- 12.6 The Participant accepts that any mechanical support received on their bike from the Organiser, partners, other 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.
- 12.7 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.
- 12.8 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).
- 12.9 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.

### **13 COLLECTION AND USE OF DATA**

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

### **14 IMAGE RIGHTS AND PHOTOGRAPHY/FILMING**

- 14.1 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 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: <https://www.outlawtriathlon.com/our-partners/>).
- 14.2 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.

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- 14.3 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 Event, nor conduct unauthorized promotions or other commercial activity.
- 14.4 Should a Participant not wish to be filmed or photographed at the Event, they should email the Organiser at [info@outlawtriathlon.com](mailto:info@outlawtriathlon.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.

## **15 MISCELLANEOUS**

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 These terms and conditions are governed by English Law and the English Courts shall have exclusive jurisdiction in relation hereto.

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