



OUTLAW SPRINTS - TERMS & CONDITIONS

TERMS & CONDITIONS OF PARTICIPATION IN THE OUTLAW SPRINT AND AQUATHLON EVENTS 2025

1. ACCEPTANCE OF CONDITIONS

- 1.1 The following Terms and Conditions relate to the Outlaw Sprint and Aquathlon Events organised by Wasserman Mass Participation Ltd (company number 04986926) whose registered address is 10a Greencoat Place, Victoria, London, SW1P 1PH (the “**Organiser**”)

The “ Event ” (each, an “ Event ”)	The “ Event Date ”
Outlaw Sprint Nottingham	Saturday 17 May 2025
Outlaw Gravel Sprint Holkham	Saturday 5 July 2025
Outlaw Aquathlon	Saturday 26 July 2025

- 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 the ‘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 any Event is subject to and conditional upon the following terms and conditions:

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 2025 to participate as an individual and therefore only persons born on or before 31 December 2010 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 – Participants must be at least 15 years old as at 31 December 2025.
- 2.3.2 Bike – Participants must be at least 15 years old as at 31 December 2025.
- 2.3.3 Run – Participants must be at least 15 years old as at 31 December 2025.

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.
- 3.2 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. If the child is 15 years old, by registering you are also providing written parental or legal guardian consent for them to participate in open ride Bike Course (where this applies to the Event).
- 3.3 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 Third Parties will be sent a confirmation email including the link to these Terms to the address provided. 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
- 3.4 Subject to clause 9, Participants 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. You agree 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.
- 3.5 Participants acknowledge that the Event is physically strenuous and that they are aware of the associated medical and physical risks involved. By completing the Entry Form Participants warrant 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 agree 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 a 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).
- 3.6 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. Each 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.
- 3.7 The Participants agree 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 Participants 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 Participants will comply with all instructions and guidelines given by the Organiser and all Event staff, stewards, marshals, and medical/safety personnel. The Participants understand 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.

- 3.8 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.

4. RACE INFORMATION

All necessary race information pertaining to the Event is published on outlawtriathlon.com. Race information is not posted to Participants in hard copy format. However, the Organiser will provide regular newsletters about the Event and inform Participants when new race information is available via email or on 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 outlawtriathlon.com. It is the responsibility of the Participants to ensure they have accessed the relevant information relating to the Event before the relevant deadline or the event date, whichever comes sooner.

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 purchaser (including at a later date), the relevant Participant for which the entry was purchased cannot participate in the Event and you 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.
- 5.5 The Organiser will not be liable under any circumstances for any costs incurred by the Participants in relation to the Event, including without limitation any accommodation and/or travel costs.

6. EVENT REGISTRATION

- 6.1 The Participants must complete the appropriate registration process at the time and on the days instructed by the Organiser. It is the Participants’ 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.
- 6.2 Registration and bike racking will take place on the day of the Event.

- 6.3 For race registration, each Participant must present photo identification (e.g. passport, driving licence or BTF Licence). Photocopies or photographs are acceptable. No registration (or racing) will be permitted without providing photo identification in accordance with this clause 6.
- 6.4 All Participants must have a valid British Triathlon Federation (BTF) Race Licence or Race Pass to take part in the Event. If for any reason, a Participant is unable to show a valid 2025 BTF Licence at registration or has not purchased a Race Pass as part of their race entry, the Participant will be required to purchase a BTF Race Pass, at the current rate, to be allowed to register.
- 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 37 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 may not automatically update. After this time changes must be notified to the Organiser by emailing info@outlawtriathlon.com or calling 01522 699950 (between the hours of 9am until 5pm) but it is the decision of the Organiser as to whether these changes can be accommodated.

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 the required British Triathlon Federation standards is worn at all times during the Bike section of the Event;
 - 7.1.2 they do not start earlier or later 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;
 - 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 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 such Participants from the Event, and/or (ii) exclude such Participants 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 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.
- 8.3 A Participant may request to withdraw from an Event by contacting the Organiser at info@outlawtriathlon.com. All requests for refund must be received by the Organiser at least 37 days before the Event. No refunds will be offered in any circumstances to Participants where the Organiser was contacted within 38 days before the relevant Event. Emails requesting a withdrawal will be honoured from the date of receipt, but withdrawal must be confirmed 37 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 8.3:
- 8.3.1 if a Participant has received any discount, any refund or race credit shall be less the discounted value for that Event;
 - 8.3.2 no refunds or race credits will be payable in relation an Entry that has not been completed in accordance with clause 6. For the avoidance of doubt, all deposits are non-refundable;
 - 8.3.3 no refund or race credit will be payable by the Organiser where a participant has successfully made a claim under their Refund Protection (in accordance to clause 11.10);
 - 8.3.4 no refund or race credit will be payable by the Organiser where a participant has purchased Refund Protection but has not yet made a claim under their Refund Protection or is yet to hear back following having made a claim under their Refund Protection;
 - 8.3.5 Event entries that have already been deferred or transferred are not refundable and are not eligible for race credits
 - 8.3.6 Registration Platform processing fees will not, under any circumstances, be refunded to the Participant.
 - 8.3.7 Participants gifted an entry free of charge will not be eligible for any refund or race credit in the event of withdrawal.
 - 8.3.8 If a Participant has paid for the Event, provided they have paid the due amounts in full, entry fee refunds and race credits will be available as follows:

Event	Final date for confirmation of withdrawal with partial refund / race credit (37 days)	Maximum refund or race credit available:
Outlaw Sprint Nottingham	10 April 2025	Cash Refund - £35 OR Race Credit - £50
Outlaw Gravel Sprint Holkham	29 May 2025	Cash Refund - £35 OR Race Credit - £50
Outlaw Aquathlon	19 June 2025	Cash Refund - £15 OR Race Credit - £20

- 8.4 Any refund of a Participant's entry fee pursuant to clause 8.3 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 the Registration Platform.

8.5 Any race credits issued must be used within 18 months of the date such Race Credits are issued. Race Credits will be issued to the email address provided in the entry form and it is the Participants responsibility to ensure that race credits are used prior to their expiry. For the avoidance of doubt, the Organiser shall be under no obligation to honour race credits which have expired.

9. TRANSFERS AND DEFERRALS

9.1 Under no circumstances will Participants 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 This clause 9 shall not apply to Charity Participants. No transfers or deferrals can be granted to any Charity Participant by the Organiser under any circumstances. All transfers and deferrals by Charity Participants must be taken up directly with their designated Charity.

9.3 Participants gifted an entry free of charge will not be eligible for a transfer or deferral under any circumstances

9.4 For the avoidance of doubt, the transfer or deferral of a relay team will affect every team member.

9.5 **Transfers to another Outlaw Sprint Triathlon or Aquathlon Event.** Subject to the provisions in clause 9, Participants may transfer their Event entry to any other Sprint Event within the same calendar year provided such notice to transfer is received by the Organiser by email (to info@outlawtriathlon.com) at least 37 days in advance of the Event for which the Participant purchased their entry and provided the Event which the Participants wishes to transfer their entry to is still open for entries. Participants may only transfer their entry to another Event once. Once transferred, the Event entry is non-refundable.

9.6 The following charges shall be payable in order to secure any transfer and must be received by the Organiser 37 days before the Event or within 48 working hours of the Organiser's request for fee payment (whichever is later):

9.6.1 £10 transfer fee;

9.6.2 any additional registration fees where the new event is more expensive

9.6.3 any price increases for the new Event (if applicable); and

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

9.7 Where Participants are transferring from a higher priced event to a lower priced event, no refund will be payable on the entry fee.

9.8 The deadlines and notification dates for transfers for each Event are as set out in the table below. Requests received after the deadline will not be accepted:

Event	Final date for notification of transfer (38 days)
Outlaw Sprint Nottingham	10 April 2025
Outlaw Gravel Sprint Holkham	29 May 2025
Outlaw Aquathlon	19 June 2025

9.9 Deferrals.

Event entries may not be deferred under any circumstances.

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 Participants 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 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.
- 10.3 In the event of cancellation under clause 10.2, Participants 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 a 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 Participants will be notified of the revised start time with as much notice as reasonably practicable. The Participants acknowledge 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 Participants will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course or distance.
- 10.8 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 outlawtriathlon.com, and are subject to the change at the Organiser's discretion.

11 LIABILITY AND INSURANCE

- 11.1 Participation in the Event is at the Participant's own risk. Each 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 each 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 in relation to an Event 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 Each 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.
- 11.7 Each 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 each Participant's responsibility to check ingredients in such products and the Organiser shall not be held liable for any illness 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 each Participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.
- 11.10 At the time of registering for an Event on the Registration Platform, Participants may have the option to opt-in to purchase protection on their entry fees ("**Refund Protection**") provided by a third-party provider (the "**Protect Group**"). Such Refund Protection is subject to Protect Group's terms and conditions ([link here](#)), which Participants acknowledge they shall read and accept if such Refund Protection is purchased. Opting-in to the Refund Protection is at each Participant's sole discretion and nothing in the Organiser's terms and conditions shall constitute advice regarding the purchase or otherwise use of the Refund Protection. Organiser shall not be liable for any Refund Protection in any circumstances. More information on Refund Protection can be found here: <https://help.letsdothis.com/support/solutions/folders/101000434267>. Refund Protection is not available for Charity entries.

12 COLLECTION AND USE OF DATA

Each 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 (outlawtriathlon.com/privacy-policy-cookie-policy).

13 IMAGE RIGHTS AND PHOTOGRAPHY/FILMING

- 13.1 The Organiser reserves the exclusive right and license throughout the world (and each 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: outlawtriathlon.com/our-partners/).
- 13.2 Participation in the Event does not confer any rights (by implication or otherwise) on a 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 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.
- 13.4 Should a Participant not wish to be filmed or photographed at the Event, they should email the Organiser at 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.

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.