

**Awesome Sports Events**  
**Terms & Conditions**

**1. ENTRY**

1.1 By submitting your application you are agreeing to register for Awesome Sports Events and to abide by these conditions of entry.

**2. EVENT SAFETY**

2.1 At all times during the event you must adhere to all instructions given by event marshals, volunteers and officials.

2.2 It is your responsibility to ensure that you have the correct equipment that is in a good safe working order and take weather conditions into account when preparing to take part.

2.3 It is your responsibility that you are sufficiently fit and healthy to participate in the events unaided. If you are in any doubt we recommend that you seek medical advice beforehand. Please read our Health Commitment Statement for further advice.

**3. DATA PROTECTION**

3.1 You agree that your personal information can be stored and used by the Organisers and their partners in connection with the organisation, staging and administration of events.

3.2 You agree that your name, image and contact details can be used by the Organisers and their partners for the purposes of:-

3.3.1 The promotion and marketing of Awesome Sports Events and training;

3.3.2 Adding you to a mailing list to keep you informed about future events.

If you object to such, please see condition 3.5.

3.4 The Organisers shall take all necessary steps to ensure that personal information or marketing information pertaining or relating to you which comes into their possession or control shall not be:

3.4.1 Used or reproduced in whole or in part in any form except for the purposes outlined in these conditions.

3.4.2 Disclosed to any person not authorised by you to receive it; or.

3.4.3 Altered, deleted, added to or otherwise interfered with (except where expressly permitted by these conditions).

3.5 If you would not like the Organisers or their partners to use the marketing information or personal information other than for purposes related solely to your participation in Go Tri, please e-mail [gotrievents@triathlonengland.org](mailto:gotrievents@triathlonengland.org) and [awesomesportsevents@gmail.com](mailto:awesomesportsevents@gmail.com)

**4. CANCELLATION**

4.1 The Organisers may cancel the event if circumstances arise beyond our reasonable control. In such circumstances we will endeavour to communicate to you in advance.

4.2 In the event of a cancellation the Organisers will have no responsibility for any costs incurred as a result of cancellation.

**5. USE OF IMAGE**

5.1 Photographs may be taken which capture your participation. You agree to the publication of photographs and broadcasts of your image which accurately depict your participation in Awesome Sports Events.

## **6. MEDICAL CONDITIONS**

6.1 If you have not exercised before or for some time, you should consult your doctor before taking part in multisports & endurance events.

6.2 You must provide an emergency contact name/emergency contact number on registration.

## **7. LIABILITY**

7.1 In no event shall the Organisers be liable to you, whether for breach of contract, any tortuous act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:-

7.1.1 Loss or damage;

7.1.2 Loss of profit;

7.1.3 Loss of reputation;

7.1.4 Loss of business, revenue or goodwill;

7.1.5 Loss of anticipated savings;

7.1.6 Pledges made on your behalf or by you to charity; or

7.1.7 Consequential or indirect loss, regardless of whether the loss or damage:

(a) Would arise in the ordinary course of events;

(b) is reasonably foreseeable; or

(c) Is in the contemplation of the parties, or otherwise.

7.2 Nothing in this Agreement shall affect the Organisers' liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

7.3 Awesome Sports Events strongly advises all participants to hold relevant public liability cover whilst taking part in these events.

## **8. GENERAL**

8.1 The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

8.2 If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

8.3 The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

8.4 Participant must inform Awesome Sports Events of changes in personal contact/address detail.

## **REFUND POLICY**

We are aware that applicants can be injured in training and may need to withdraw from a race. However, please understand that costs are incurred by the race organiser from the time of your entry being processed. For instance, facilities, services and goods have to be booked and paid for in advance. Therefore, to protect the event, a notice of intended withdrawal will be accepted for refund requests:

## FOR EVENTS OTHER THAN **GO TRI!**

- Before 60 days prior to the event - full refund (minus admin fee)
- Between 59-30 days prior to the event - 60% refund (minus admin fee)
- Inside 30 days - No refund given (Transfers see below)
- (admin fee charge= £6.00)

GO TRI events- these are low cost events in line with Triathlon England promotion of the sport. Therefore low entry fees,  
THESE FEES ARE NON-REFUNDABLE or TRANSFERABLE

If there is Bad weather on the day of the event the race organiser reserves the right to change/ substitute/ shorten the course to ensure the event runs safely. No refunds will be possible.

If the event is cancelled by the organiser an alternative date will be put forward and competitors can choose to enter for the new date or have a credit toward a future event

## SUBSTITUTIONS

- Before 2 days prior to an event a substitution can be made in the event with no charge. Details asking for the change must be emailed via the competitors email account we have on our database. Details of the replacement competitor must be supplied: Name, Address, Email, Telephone (Mob), DOB and estimated swim time.
- If the substitution is within 7 days race numbers and starting times may have already been assigned and may not be changed.

## **PHOTOGRAPHY & FILMING (by Awesome Sports Events or official Contractor.)**

You agree that all photography and video filming taken during the event may be used for future advertising and marketing purposes. This may include publishing event pictures on the Awesome Sports Events website and future marketing promotional material.

## **CHILDREN /HIGHER DUTY OF CARE**

Guardian/parents applying for participants whose age is below 18 years on race day or at the time of application (Higher Duty of Care) must be aware of the following:

For junior participants whose age is below 18 years on race day or at the time of application, a higher duty of care exists and is maintained for the participant as the responsibility at that time of the person performing the transaction to complete the entry process. By definition, the card holder is 18 years or older and assumes the principle guardianship responsibility of consent and evaluation of suitability for participation from their knowledge of the individual. This will include an understanding and implications of the health and endurance requirements to participate in the event(s) in question, and an appreciation of an event's race practices and course. It is expected that for these situations, the card holder adds their detail prior to submitting the completed web application form. This does not infer that the duty of care remains wholly with the person conducting the transaction, but rather in their compelling judgment and responsibility in this issue. Nonetheless, the event itself is run under the governing body's sanction (BTF) whose certificate is only issued once the whole event has received a detailed risk assessment and scrutiny. In this way, the duty of care by way of the event organiser and officials is persisted through these measures.

## NOTES; Day membership, under 18s, conditions of entry, 'I Accept' tick box

### How we use your information

Information submitted through this web page or by using a paper/manual entry method is kept securely on computer and used only for the administration of your entry and participation in this event. These details will not be shared with any other or third party except under the following situations:

- registering day licence membership details with the BTF as required for DAY MEMBERSHIP. Such detail is specified by the following statement: **'As a condition of your day licence membership, you agree to the details of your name, address, telephone number and date of birth being forwarded to the BTF for the purpose of registering your day licence membership'**. For further information, please see the section headed **'BTF and DAY MEMBERSHIP'**.
- In administering your entry and based on the information you supply, your name, team/club detail along with an estimated start time will be published for each event entered in the web 'entries so far' page. This page is freely accessible from the organiser's home page.
- where the '(tick) I do not want to receive news/info about other events and activities from Awesome Sports Events or permit my details being passed to the event sponsor' tick box has NOT been clicked, then it is assumed that you agree for your details to be passed to the event organiser for the purpose of generating 'information emails' or 'mail drops' for other events organised by Awesome Sports Events. Additionally, the event sponsor may request address/email details to advertise their products or services upon which such sponsorship depends. Under no circumstances would your DOB or telephone contact detail be released for any reason.

Credit/Debit card details entered are handled independently by NoChex using 128 bit encryption technology over a secure connection (https) consistent with online transaction software. The Bognor Tri Club/Awesome Sports Events web pages and on-line entry pages do not record or handle any credit/debit card detail. All credit/debit card detail is input directly to web pages operated by NoChex who are compliant with Payment Card Industry Data Security Standard requirements

Additional anti-fraud checks are made during the credit card handling stage using 3D Secure. 3D Secure can be thought of as an online version of 'Chip and Pin' technology, whereby the cardholder has a personalised password registered against their credit/debit card that is entered during the checkout process.