

Phoenix Tri Aquathlon Series - 2019 - Terms and Conditions

The following definitions shall apply within these Terms & Conditions;

"The Event Organiser" - Phoenix Triathlon Club (SE) : The organisation organising and delivering the event.

"The Event" - Phoenix Tri Aquathlon Series - Race 1 2019 to be held on Friday 3rd May 2019 : The event entered.

"The Participant" - The individual(s) who wish to enter or have entered the Event via the online entry system.

Phoenix Triathlon Club (SE) whose registered office is at 5 The Moorlands, Woking, GU22 9BJ. Phoenix Triathlon Club (SE) is using the British Triathlon online entry system to manage their event entries.

The British Triathlon Federation is a company registered in England and Wales with its registered office at Loughborough University, PO Box 25, Michael Pearson East, 1 Oakwood Drive, Loughborough, LE11 3WX. Registered company number 02995438. British Triathlon is the host of the online entry system.

1. Conditions of Entry

By completing the designated entry process participants are agreeing to abide by the following terms and conditions. Where the entry has been submitted via the British Triathlon online entry system the Participant agrees that neither British Triathlon, nor any of the Home Nation Associations will be liable to the Participant for any matter connected with the Event. The contract is between the Event Organiser and the Participant.

2. Completion of Entry process

It is the Participant's responsibility to provide accurate and truthful information when completing the entry process, any errors in data entered is the responsibility of the Participant.

If at any point the organiser discovers that the Participant has provided false or inaccurate personal information, or that the information provided means that the participant is ineligible to participate in the Event the Event Organiser reserves the right to refuse entry or disqualify the Participant, without any refund of the entry fee or administration fee.

3. Payment

Each Participant is required to pay the entry fee in full, along with any administration fees which may apply at the time of entry. Once payment is received and entry is confirmed, the fee is non-refundable other than as set out in section 5 below. Administration fees are non-refundable in all circumstances.

4. Confirmation of Entry

Entry into the Event is confirmed by the British Triathlon online entry system via email to the email address provided by the Participant upon completion of the entry process.

5. Participant's Withdrawal - Policy & Refunds

If the Participant wishes to withdraw from the Event they must do so by informing the Event Organiser in writing by email to aquathlon@phoenixtri.co.uk on or before 12:00pm on 1 May 2019. The email subject title must be "WITHDRAWAL". No other method of withdrawal is accepted by the Event Organiser. Providing the withdrawal notice is provided within the applicable time limits, the Event Organiser will confirm

the withdrawal by email to the Participant within 5 working days. If no response to the withdrawal request is received the Participant should call the Event Organiser on 07535434929.

If you wish to cancel your booking (otherwise than as set out above) and provide us with not less than 7 days prior written notice then you will be entitled to a refund of 50% of the price of your booking excluding any transaction costs. Alternatively your place on the event can be transferred at any time up to two days before the date of the event to another person subject to us receiving an email transfer instruction with full details of the proposed race you wish to transfer to.

Withdrawing from the Event is irrevocable; if notice of withdrawal is given under this section then the Event Organiser will remove the Participant's name from its start lists and other official documentation, whether or not the entry fee has been refunded in full, in part or not at all.

The Participant hereby acknowledges and agrees that any refund that may be due will be payable by the Event Organiser and that British Triathlon or any Home Nation Association will not be liable in any way for the said refund. British Triathlon (and the Home Nation federations) will not be responsible for processing or obtaining any refund.

6. Transfer & Swapping of Entries

Participants are not allowed to transfer or swap their entry to another person under any circumstances. Entries cannot be deferred to future editions of the Event. Transferring or swapping of entries risks that the Event Organiser's Event insurance will be voided or subject to limitations and conditions or limitations not anticipated by the Event Organiser. In this and in other ways attempting to swap entries creates additional risks for the Event and for the other Participants. Any participants and other involved individuals who are found to have swapped their entries will be banned from participating in all future events promoted by the Event Organiser, and referred to the relevant Home Nation Association who may choose to implement further disciplinary action.

7. Race information

The race information is published on the Event website. It is the Participant's responsibility to read, understand and abide by the race information. The Event Organiser reserves the right to alter the race information at any time without notice.

8. Registration

Details of the registration process are contained within the race information. It is the responsibility of the Participants to attend registration during the published times. Participants are required to attend registration to collect their race packs, those unable to attend may nominate another individual to collect their race pack if that individual is in possession of the entry confirmation email and a form of photo ID of the participant. Participants must have photo ID (drivers licences, passport, Triathlon membership card etc) to register for the Event and be issued their race pack. Race packs will not be posted out, and can only be collected during the published times. If you do not register for the Event you will not be entitled to compete.

9. Photography

The Event Organiser has the right to use images, photographs and footage taken by their contracted photographers and employees at the Event. These images will be

used for the purposes of promoting, reporting and broadcasting the Event, and any other promotion related to the business activities of the Organiser.

Any individual who does not wish to have their image used by the Event Organiser for these purposes must inform the Event Organiser via email no later than one week prior to the Event. Notification closer to, or after the Event can be made and the Event Organiser will use its best endeavours to prevent images of that individual being used but cannot guarantee it.

For events where children under the age of 18 years are competing, Participants and spectators attendees are required to comply with the Photography Policy published on the Event website.

10. Competition Rules

The Event is run in accordance with British Triathlon Competition Rules, which can be viewed at <https://www.britishtriathlon.org/competitionrules> except where stated i.e. elite races.

It is the Participant's responsibility to know and abide by the rules, and to ensure their equipment and its use complies with the rules. Where cut-off times apply, the Event Organiser reserves the right to remove Participants that do not meet those times or have, in their opinion, no realistic chance of meeting those times. In this situation no refund will be made to the Participant.

11. Event Changes

The Event Organiser reserves the right to change or amend any details relating to the Event at its sole discretion due to circumstances beyond its reasonable control, including by way of changing distances or disciplines. This includes the right to alter start times etc.

12. Event Cancellation

If the Event is cancelled for reasons beyond the Event Organisers control, including without limitation fire, storm, act of terrorism, "act of god", serious medical incident, then the Participant will not be entitled to any refund or compensation of other losses and any refund that the Event Organiser decides to make will be within the absolute discretion of the Event Organiser.

13. Liability

Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Event Organiser from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Event Organiser to any person (including the Participant and/or any of the Participant's insurers) 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 Event Organiser or any of its employees) and the Event Organiser's liability to the Participant is excluded to the fullest extent permissible by law.

Other than as stated below, the Event Organiser shall not be liable for any loss, damage or expense arising from an event of Force Majeure. The Event Organiser, its staff, agents or contractors shall not be liable for indirect or consequential loss or damage.

The Event Organiser will not be liable for any computer result errors or any technical malfunctions.

Whilst the Event Organiser takes every care with staging the event, the Participant acknowledges that personal accident and personal items insurance is his/her sole responsibility. The Event Organiser shall not be liable to the Participant for any loss or damage of or to personal equipment belonging to the Participant, or any indirect or consequential loss or damage whatsoever arising out of the Participant taking part in the Event; or for any loss of business; revenue or profit; loss of reputation; anticipated savings or wasted expenditure; pledges made on your behalf or by you to charity.

The Event Organiser will not be liable for any actions of any spectators or other third parties.

14. Medical Conditions & Information

All Participants are required to provide emergency contact details as part of the entry process, and to disclose any known medical conditions to the Event Organiser. The Event Organiser reserves the right to refuse entry and not to provide a refund, if a Participant fails to provide this information or the information provided is known to be false.

It is the Participant's responsibility to ensure they have the right level of physical ability to complete the Event. If you know or are concerned that you have a medical condition which might interfere with your safe participation in the Event, before you enter you should seek advice from a relevant medical professional and follow that advice. Please see our Health Commitment Statement for more advice (below).

15. Privacy Notice - Collection and Use of Your Personal Data

Your personal information will be used for administrative purposes to complete your entry into the Event and for contacting you in relation to the Event you have entered.

Where you have consented to do so, your personal information will be used to send you details of future events and activities, and shared with official partners and sponsors to enable them to send you triathlon related information.

Your personal information will not be used for any other reason and will not be shared with any other organisations unless we are legally required to do so, it is legal to do so or we have stated as such.

You may contact us if you wish us to stop using your personal information for these purposes. Further details on how we use your personal information can be found within our Privacy Notice.

Health commitment statement

Your health is your responsibility. The Event Organiser is dedicated to helping you take every opportunity to enjoy your participation in the Events safely. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to you

We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

We will make every reasonable effort to make sure the Event is organised to accepted safe operational standards for you to enjoy.

We will make all reasonable steps to ensure first aid is available at the Event to an industry standard. If you tell us you have a disability we will consider what adjustments, if any, are reasonable for us to make to enable you to participate.

Your commitment to us

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with your safe participation in the Event, before you enter you should seek advice from a relevant medical professional and follow that advice. It is the decision of the Participant, not the Event Organiser, to determine whether he or she is fit enough to participate in the Event. If the Participant is in any doubt, they should seek medical advice. It is up to the Participant where to seek that medical advice.

You should let us know immediately, if you feel unwell whilst participating in the Events. Our staff are not qualified Doctors, but there will be first aid provision in attendance at the Events.

If you have a disability, you must follow any reasonable instructions to allow you to complete our event safely.

This Health Commitment Statement sets the standards that the Event Organiser and the Participant can reasonably expect from each other in regards to the health of the participant.