



## **PARTICIPANT TERMS & CONDITIONS**

### **Definitions**

“**Event**” or “**Events**” means the British Airways Run Gatwick Half Marathon, Run Gatwick 5k or Run Gatwick Family Run.

“**Event Organisers**” means Run Gatwick.

“**Fee**” means the price of entry payable prior to participation.

“**Online Registration Form**” means the pages within the Website which must be completed prior to participation.

“**Online Confirmation**” means confirmation of acceptance (via email) to participate in the Event

“**Participant**” means the named person on the official entry form.

“**Run Gatwick**” is a trading brand of Run Series Limited, a registered company in England No: 10939051 of Stanton House, 1 Castlefield Road, Reigate Surrey RH2 0SA United Kingdom.

“**Terms and Conditions**” means the terms and conditions set out below.



“Website” means [www.rungatwick.com](http://www.rungatwick.com)

## **1: Race Registration**

**1.1:** The British Airways Run Gatwick Half Marathon is a 13.1 mile running event to be held in and around Crawley on Sunday 9th May 2021, the Run Gatwick 5k is a 5k running event to be held in and around Crawley on Sunday 9th May 2021, and the Run Gatwick Family Run is a 1 mile running event to be held in and around Southgate Park on Sunday 9th May 2021. All three events are partially or wholly sponsored, produced, directed, organised, conducted or paid for by Run Gatwick. All events shall start and finish within Southgate Park, Crawley.

**1.2:** Only persons aged 17 years or above on race day (9/5/2021) may register for the Half Marathon, persons aged 11 years or above on race day (9/5/2021) may register for the 5k, and children from age 4 years on race day (9/5/2021) may register for the Family Run.

**1.3:** The relevant date for registrations shall be the date the participant receives an Online Confirmation. Run Gatwick is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer/Internet transmissions or other errors or malfunctions of any kind which may prevent receipt by Run Gatwick of a registration.

**1.4:** After clearance of the appropriate payment, the Participant shall receive an Online Confirmation. No refunds shall be provided should a Participant fail to take part in the Event, for any other reason save in exceptional circumstances as determined by the Event Organisers in their absolute discretion, which shall not



include, without limitation, injuries, unavailability, oversight of diary commitments, not acknowledging the full event scheduling or holidays.

**1.5:** The personal information provided by the Participant when signing up to the Event will be stored on a secure web database, will not be shared with third parties and only used for the functional purpose of the Event by Run Gatwick. You may be contacted regarding the event by post, email, telephone or SMS.

**1.6** Race packs will be posted to all participants registering after 15th July 2020, the cost of this is included in your entry fee.

**1.7:** The time chipped race number is personal to the Participant accepting the Terms and Conditions, and the Participant undertakes and agrees (i) to wearing the official time chipped race number assigned to his/her registration, and (ii) not to authorise or permit any third party to use their official numbered race bib for the Event.

**1.8:** Timing chips are built into the race numbers.

**1.9:** The Event Organisers will not be liable in any way to the Participant as a result of damage to, loss of or non-receipt of the official time chipped race number and shall not be responsible in any way for any failure of the technology or the Participant's failure to bring their time chipped race number on the day of the Event.

**1.10:** If at any time it is discovered that any Participant should have been ineligible to participate in the Event (or if participation should have been refused for any reason whatsoever) the Event Organisers reserve the right to disqualify from/refuse entry to such Participant to the Event. Further, the Event Organisers reserve the right to reject at any time any Online Registration Form which is believed to be fraudulent, or



to disqualify any Participant believed to have not complied with the Terms and Conditions from attending, or participating in the Event. The Event Organisers shall not be liable in any way to the Participant as a result of any such disqualification or refusal.

**1.11:** If any provision in the Terms and Conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable. The Terms and Conditions shall be subject to English law and the non-exclusive jurisdiction of the English Courts.

## **2: THE EVENT**

**2.1:** The Event will be held on Sunday 9th May 2021, starting and finishing at Southgate Park, Crawley.

**2.2:** The Event Organisers reserve the right to change the time, date and/or venue and format of the Event and to cancel the events, in whole or in part, without notice or liability to the Participant.

**2.3:** The Event Organisers reserve the right to refuse entry to the Event (or to disqualify from the events) of any registered Participant not wearing their assigned official race number.

**2.4:** The race routes have been officially measured and certified accurate by an accredited course measurer from the Association of UK Course Measurers.

**2.5:** The Participant agrees to abide by the rules, instructions and regulations published and displayed from time to time by the Event Organisers or given on the day of the Event by race marshals, officials and police.



**2.6:** The Event Organisers will update all participants with regard to water/drinks provision in line with current Government COVID-19 regulations prior to the event.

**2.7:** Running times for the Event can only be recorded by the digital timing chip which is incorporated into the race number.

**2.8:** No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the venue or used by any Participant either before or during participation in the Event. The Event Organisers reserve the right to refuse attendance at, or participation in the Event by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.

**2.9:** The Event Organisers reserve the exclusive right and license throughout the world (and, the Participant hereby grants the Event Organisers such exclusive right and license) to interview and/or photograph and/or film adult Participants at the Event (or subsequent to the Event as the Event Organisers may reasonably require) and to the unlimited use in all current and future media (including without limitation, print, audio, audio visual, virtual media, the Internet, mobile telephony, CD-ROM or DVDs) of Participant's name, likeness and image or facsimile image, voice, video and film portrayals and other means of identification of Participant, and any biographical or other information or data related to Participant (including race times and results), in connection with the production, advertisement, marketing or promotion of Run Gatwick and any other Run Series Limited event.

### **3: Event Participation – Participant's Declaration**

**3.1:** The Participant agrees to be bound by these Terms and Conditions.



**3.2:** The Participant acknowledges that participation in and training for the Event involves potentially dangerous physical activity and inherent risks and dangers of accidents, personal injury (including death) and loss or damage to property. By completing and submitting the Online Registration Form and the Online Confirmation, the Participant confirms that, to the best of their knowledge, they are healthy and fit to run, they understand and have considered and evaluated the nature, scope and extent of the risks involved, and voluntarily and freely choose to assume these risks (except where any such personal and bodily injury, including death, is caused by the negligence of the Event Organisers or any of their employees). The Participant further understands that the Event Organisers reserve the right to refuse the Participant's attendance at, and/or participation in the Event.

**3.3:** The Participant acknowledges that any medical information submitted during registration, where deemed necessary, may be used for assisting medical staff to treat or otherwise assist the Participant as a result of illness or injury at the Event. The Event Organisers shall not be under any obligation whatsoever to process, analyse, or otherwise take action on, such information either during or after the registration process. The Participant undertakes and agrees to inform the Event Organisers of any change in their medical condition from the date of registration up to and until the start of the Event. The Participants' data will be used solely in accordance with current data protection legislation.

**3.4:** The participant acknowledges that personal information (including medical information entered on their race number OR collected by event medical staff during or after the event) can be stored, used and disclosed by The Event Organisers in connection with the organisation and administration of the Event and for the compilation of anonymised statistical information. The participant acknowledges that



if they become ill during or after the Event and/or received medical attention or treatment from the Event medical provider, or any doctor or hospital, they authorise such persons to provide their details (including details of medical treatment) to the Event Organisers or others authorised by the Event Organiser, subject to maintaining appropriate Medical Confidentiality.

**3.5:** The Event Organisers do not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at, and/or participation in the Event by each Participant. The Participant is advised to obtain such insurance themselves if required

**3.6:** Subject to clause 3.7, below, the Event Organisers shall take all reasonable steps to assess the safety and suitability of the Event locations prior to the Event. The Event Organisers shall also arrange for the availability of an appropriate number of first aid and medical personnel according to the nature of the Event. The Participant hereby authorises such medical personnel (both on-site or on-call) to administer first aid treatment or any medical treatment to the Participant or to transport the Participant in the event of any illness, accident or injury suffered by the Participant in connection with his/her participation in the Event, but shall not be liable for such treatment or transportation by such third party. The Participant shall be responsible for any medical or transport expenses specifically incurred in connection with any illness, accident or injury sustained or occurring in connection with participation in and/or attendance at the Event.

**3.7:** The Participant acknowledges and agrees that:



**3.7.1:** Subject to clause 3.7.4, the Participant shall:

**3.7.1.1:** fully indemnify and keep the Event Organisers fully indemnified from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered or incurred by the Participant; and

**3.7.1.2:** irrevocably indemnify and hold harmless, and reimburse the Event Organisers from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Event Organisers to any person (including the Participant's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at, participation in, or training for the Event.

**3.7.2:** Subject to clause 3.7.4, below, the Event Organisers shall not be responsible for any losses the Participant suffers as a result of the Event Organisers' breach unless such losses were reasonably foreseeable to both the Participant and the Event Organisers as at the date of the Participant's registration for the Event. For the avoidance of doubt, the Event Organiser will not be liable to the Participant in contract, tort (including, without limitation, negligence) or otherwise in connection with the Event for loss of revenues, profits, contracts, business or anticipated savings or loss of data); or goodwill or reputation; or any special or indirect or consequential losses; for any personal injury to or death of the Participant;

**3.7.3:** Subject to clause 3.7.4, below, the Event Organiser's liability to the Participant shall in any event be limited to the refund of the Fee.

**3.7.4:** Nothing in the Terms and Conditions shall affect the Event Organiser's liability:





**3.7.4.1:** for death or personal injury resulting from the negligence of the Event Organisers or a deliberate act or omission of the Event Organisers, its employees or agents;

**3.7.4.2:** for breach of statutory duty;

**3.7.4.3:** for fraudulent misrepresentation; or

**3.7.4.4:** to the extent that liability cannot be excluded or limited by law.

**3.8:** Nothing in the Terms and Conditions shall affect any statutory rights to which the Participant may be entitled to as a consumer