



Human Race Windsor Triathlon Event Terms & Conditions

I understand and agree that I participate in the event entirely at my own risk and that no responsibility whatsoever shall attach to any event sponsors, event directors, or any person involved in the organisation of the event for any injury, accidents, loss or damage suffered by me in, or by reason of the event, however such may be caused. I am healthy and am fit enough to complete this event.

Associated Risk

I am aware of the physically strenuous nature of this event, the risks both medically and physically.

I confirm I am healthy and fit (physically and medically) enough to complete this event. I accept that should any medical or physical condition arise prior to the event which is likely to affect my ability to compete will be reason to withdraw in accordance with these conditions.

"It is strongly recommended that you train for the event and prepare for the challenge. If you have not exercised before or for some time, you should consult your doctor before commencing your training for the event." Human Race Limited

Online Entry

By submitting an application online and paying any stated fee for entry into this event, or entering a valid pin/discount/coupon code, I understand and agree to abide by the terms and conditions, the instructions given by the organiser and event officials. When entering on behalf of other individuals, by agreeing to the event entry terms and conditions myself, I agree that all other entrants in my booking accept and agree to the terms and conditions and the instructions given by the organiser and event officials.

Neither I or any other individuals in my booking shall not be eligible or entitled to participate in the event until full payment of the entry fee has been received by the event organiser. No payment shall be deemed to have been received until the event organiser has received cleared funds.

Withdrawal Policy

I agree to accept the terms of the Human Race Withdrawal Policy which is available on the Human Race Limited website. A direct link to the Policy can be found at www.humanrace.co.uk/withdrawal-policy. In the case of event transfers and event reschedules, the Withdrawal Policy is effective for the date of the original event entered. **[Please read the Withdrawal Policy before entering the event.]**

Email Communication

Human Race Limited primarily uses email to communicate with its competitors. By entering this event, I agree to receive emails regarding this specific event. Other Human Race Limited emails, such as newsletters and promotions, have an 'unsubscribe' link, but event specific emails do not have this link.

Human Race Limited cannot be responsible if event information does not reach the intended recipient by email. The onus is on the competitor to ensure that their Spam filters will allow Human Race Limited emails through, for example by adding aces@humanrace.co.uk to their email address books. Human Race Limited can only be responsible for ensuring that the email address provided is the one to which event emails are sent. All specific



event details and event information packs that are sent to competitors are also posted on the website event page.

Rules and Regulations

I agree to abide by all applicable rules and regulations including British Triathlon's Competition and Doping rules and the rules and regulations of the International Triathlon Union (ITU) and any other rules and regulations that are relevant to the event. I agree that I will not be entitled to a refund of the event fees if I am disqualified from the event as a result of an infringement of these Conditions or any such rules and regulations. I understand that Human Race Limited is also entitled to impose event rules upon the participant from time to time which will form part of these Conditions. The relevant rules and regulations may be obtained from www.britishtriathlon.org and www.triathlon.org.

Event Equipment

I understand that it is my responsibility to provide and use a roadworthy bicycle, helmet, or other safety requirements to ensure compliance with the event and BTF rules and regulations.

British Triathlon Rule Number 8.1 states "*Any equipment that acts as an impediment to hearing or concentration is prohibited from use during an event (including transition). This includes, but is not limited to, mobile telephones (which should be switched off if stored in transition), personal stereos and MP3 players.*" Human Race Limited cannot be responsible for accidents resulting from taking part with such equipment.

Personal Identification

I understand that registration is required prior to participation in the event. At registration, I realise that I must produce appropriate photographic personal identification acceptable to Human Race Limited (such as drivers' licence or passport), and BTF members must produce their current BTF membership card where applicable. Failure to produce a valid BTF membership card will result in being charged £6 in cash on the day of the event at registration which must be paid to be able to participate in the event.

NB Children less than 16 years of age are not required to produce photo ID.

Media and Photography

I understand and accept that media professionals may take photographs and video footage of the event and its participants for use to publicise and promote Human Race Limited events and sponsors.

Taking part for a charity

If I have selected a Macmillan Cancer Support charity place, I understand that a registration fee of £1 (and a £3 admin fee) is payable during the registration process and I pledge to raise a minimum of £400 in sponsorship money ("the Sponsorship") for the Charity. If I have selected to support the Charity when purchasing any other event entry type, I understand that there is no minimum sponsorship target but that the objective is to raise as much sponsorship as possible.

I agree to send the Sponsorship (in UK sterling) to the Charity within 30 days of the Event.



I consent to Human Race providing the Charity with certain information which I have disclosed and for the Charity to use this information. I understand this information is necessary for the Charity to support me leading up to and during the Event.

I agree to the Charity keeping my details on their database so they can provide me with the best possible support whenever I contact them.

I understand that the Charity does not sell or swap my details with any third parties and I agree that, in order to carry out their work, they may need to pass my details to service companies authorised to act on their behalf.

If I have a complaint in relation to the Charity, or wish to update my details and the communication I receive from the Charity, I will contact the charity by either completing their online feedback form (www.macmillan.org.uk/aboutus/contactus/online_feedback_form), writing to them at fundraising@macmillan.org.uk or by phone on 0300 1000 200.

The Charity may contact me on the contact details I have provided during the registration process and I will contact the Charity directly by phoning their Fundraising Support Centre on 0300 1000 200 if I do not wish to be contacted.

The Charity's privacy policy can be found at www.macmillan.org.uk/terms-and-conditions/privacy-policy and, in advance of the Event, I will notify the Charity if I do not consent to the terms of their privacy policy.

By opting to fundraise for the Charity, I consent to further contact from the charity via email, text, phone and post to keep me up to date about how I can get involved in their activities including fundraising, unless I tell the charity otherwise. I am aware I can change the way Macmillan Cancer Support communicate with me at any time by contacting their Fundraising Support Centre on 0300 1000 200.

All participants, supporters and spectators, including friends and families who choose to attend the event confirm that they are happy for their names, video footage, photographs taken of them during the event to be used to publicise the event by Macmillan Cancer Support and its trading companies (Macmillan Cancer Support Trading Ltd and Macmillan Cancer Support Sales Ltd) for commercial and fundraising purposes including, but not limited to marketing material, television broadcasts, social media, advertising, publications, and other documents or mediums that may be made available to the public. Photographs of children will not be used in this manner without express written consent; unless the images are incidental, for example, children's images at the starting line. For further information about how the Charity collects and uses personal data, please refer to their Privacy Policy (www.macmillan.org.uk/terms-and-conditions/privacy-policy).

Finishers Pack

I will only receive a finishers pack if I complete the event. No finishers' packs will be provided to spectators or participants who do not complete the event. Human Race Limited reserves the right to change the style, size and type of mementos offered in the finishers pack.

Timing Chips

I understand failure to return my timing chip at the end of my event may result in a charge of £35.00. To avoid



this charge please post the chip to: Human Race, Unit 6, Typhoon Business Centre, Oakcroft Road, Chessington, Surrey KT9 1RH.

Cut Off Times

Human Race Limited may introduce cut off times as they see fit as part of the event rules, being limits on the time taken to complete sections of the event (as initiated by the Event Organiser at its discretion) to ensure the safe and proper running of the event. Subsequently, competitors may be instructed to withdraw from the event in accordance with imposed cut off times. In any such scenario there will be no refund of the event fee.

Timing and Results

Human Race Limited will use best endeavours to provide an event finish time for the participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.

Removal of Participants

Human Race Limited reserves the right at any time to remove participants from the event or to prevent participants participating in the event if in the Event Organiser's sole discretion, it considers such action necessary for safety reasons or the proper enjoyment of the event by other participants or for any other reasonable reason. No refund of the event fee shall be made if the participant has acted negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the event or other participants, so as to cause his/her removal.

Reselling or Swap

I agree that participation in the event is personal to me, I am strictly prohibited from swapping, selling or transferring my place in the event or allowing any other person to wear my number and timing chip and participate in my place. If found to be in breach of this the organiser reserves the right to exclude me from participation in this and future events.

Liability/ Responsibility

Whilst Human Race Limited takes every care with staging the event, I acknowledge that personal accident and personal items insurance is my sole responsibility.

Human Race Limited 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. Human Race Limited will not be liable for any actions of any spectators or other third parties.

I accept that any mechanical support received on my bike from Human Race Limited, partners, participants or other third parties is at my own discretion and I will not hold anyone else responsible for any subsequent bike malfunctions or resulting injury.

I accept that should my bike be transferred in any vehicle during the event, such as the sweep vehicle, I accept it is placed and transferred in the vehicle at my own risk and Human Race Limited are not liable for any damage caused during this process.



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

Allergies

Please note that 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. Human Race Limited cannot be held responsible for any issues resulting from food allergies.

Data Protection

I agree for the purposes of this condition, personal information includes medical data collected for health and safety purposes ("Personal Information").

I agree that my personal information can be stored, used by Human Race Limited and their event partners in connection with the organisation, staging and administration of the Event.

Medical information will only be used to allow medical assistance to be given on the event date.

I agree that my Personal Information and data may be used by Human Race Limited and their event partners in connection with the compilation of statistical information and to improve health and safety procedures at future events.

I agree that my name and contact details can be used by Human Race Limited and our event partners for the purposes of:

- the promotion and marketing of the event;
- adding me to a mailing list to keep me informed about any future events and services which I may be interested in, such as leisure activities relating to either similar types of events or activities;
- promotional and marketing material in respect of similar events, other community based activities organised by our event partners; and
- sending me a maximum of two emails after the event to direct me to where I can purchase or download photos of me taking part in the event.

Human Race Limited shall take all necessary steps to ensure that Personal Information or marketing information pertaining or relating to me which comes into the possession or control of Human Race Limited or their event partners shall not be used or reproduced in whole or in part in any form except for the purposes outlined in these conditions.

If I would not like Human Race Limited or our event partners to use the marketing information or Personal Information I supply when entering other than for purposes related solely to my participation in the event, I am aware that I can e-mail Human Race Limited at races@humanrace.co.uk.

I am aware that by agreeing to the terms and conditions I will receive a limited number of welfare emails which will include training information and latest updates on the event itself.

Additional Sharing of Data



If I elect to hear from a particular event partner during my entry, I agree that my Personal Information be passed to said partner and accept that I will be contacted by the partner. I understand I will be able to opt out of receiving such communication at any time.

If I elect to enter any Nuffield Health competition to win a Nuffield Health gym membership during the entry form, I agree to my Personal Information being passed to Nuffield Health for the purposes of the competition. Full competition terms and conditions can be found at www.nuffieldhealth.com/terms/nuffield-health-website-terms-and-conditions/human-race-competition-terms-and-conditions.

Fees

All Fees are inclusive of VAT at the rate of 20% VAT. If your entry is accepted the fee is non-refundable other than as otherwise stated in the Withdrawals Policy.

Start Time Alterations

Human Race Limited 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. No refund in full or in part shall be made for any change in start time for an event provided the event takes place on the specified date of the event.

Distance and Course Alterations

I am aware the organiser reserve the right to reduce the course distance, change the course, or make any other amendment to the Event that they deem necessary to stage the Event. Any change to the Event will be communicated to me at the event or sooner if practicable.

Race Format Alterations or Cancellations

Human Race Limited reserves the right to amend the event format (for example but not limited to from a triathlon to a duathlon event or other suitable race format) or cancel the event due to circumstances beyond its reasonable control or for any safety related reason. In the event of the event being cancelled it shall provide the participant with a full refund, less an administration charge of £5, with no further liability whatsoever arising from such cancellation. If the event is changed to a duathlon or other format the participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format.

Booking Fee

I understand that all Human Race Limited event payments include a booking fee which is applied at the 'check out' and is a one-off charge based on the total order amount. The fee goes towards the costs involved in running the online entry system which includes securely processing the booking from beginning to end, paying the card processing charge as well as the costs of holding participant data in a secure environment. I accept that under no circumstance is the booking fee refundable.

Final Decision

All decisions and rulings by Human Race Limited, its employees and its agents are considered final. Accordingly, I agree to comply with all event rules and all instructions and guidelines given by event crew, stewards, marshals, and safety personnel. I acknowledge and agree that Human Race Limited will organise and run the event and will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation of the event, the rules of the event, the timings/finish times and the placings.

