

## intoTRI CORNISH TRI SERIES – TERMS AND CONDITIONS (2020)

### Definitions

“**Associated Parties**” means any additional person involved in the organisation of the event, including but not limited to the partners/ sponsors, suppliers and medical advisers.

“**Conditions**” means these terms and conditions of entry for the Event.

“**Entry Fee**” means the price of entry into the Event as set out in the Entry Form.

“**Entry Form**” means the website pages which must be completed in order to participate in the Event.

“**Event**” means the event named on the Entry Form.

“**Event Category**” means the different race categories within the event e.g. Senior Sprint.

“**Event Information**” means information provided by the Event Organiser in relation to the Event.

“**Event Organiser**” means intoTRI, a Charitable Incorporated Organisation registered in England with charity number 1163918.

“**Participant**” means the person named on the Entry Form who will be participating in the Event.

“**Team Entry**” means a group of 2-3 people competing in the Event Categories Drafting Pair or Team Relay.

“**Transfer (Category)**” means changing the Event Category entered by the Participant.

“**Transfer (Event)**” means changing the Event entered by the Participant.

“**Withdrawal**” means the acknowledgement by the Event Organiser of the Participant’s request to be removed from the Event.

## 1. ACCEPTANCE OF CONDITIONS

As Participant I shall be deemed to have accepted these Conditions upon completion of the Entry Form and paying an Entry Fee into this Event.

I acknowledge and agree that the Event Organiser will organise and run the Event, 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.

## 2. PARTICIPATION – MEDICAL CONDITIONS & ASSOCIATED RISKS

I acknowledge that participation in the Event will be physically demanding and I am aware of the nature of the Event and the associated medical and physical risks involved.

I confirm that I am fit and healthy, and physically capable of competing in the Event. I agree to be solely responsible for my actions and will not hold the Event Organiser or Associated Parties responsible for any injury, accidents, illness, loss or damaged suffered by me in, or reason of, the event however it may be caused, unless due to the negligence of the Event Organiser as set out in Clause 13.

If a medical or physical condition arises prior to the Event, which is likely to affect my ability to compete, then I will notify the Event Organiser and will withdraw from the Event in accordance to these Conditions.

The Event Organiser takes every care with the staging of the Event, but as the Participant I acknowledge that no insurance is taken out on the Participant's behalf by the Event Organiser. Therefore, any and all insurance, including personal accident and personal items insurance is my own responsibility.

## 3. PARTICIPATION – RULES & REGULATIONS

I agree to abide by all applicable rules and regulations that are relevant to the Event, including the highway code, British Triathlon Federation (“BTF”) Competition and Doping rules and the rules and regulations of the International Triathlon Union (“ITU”). The relevant rules and regulations may be obtained from [www.britishtriathlon.org](http://www.britishtriathlon.org). The Event Organiser is also entitled to impose rules upon the Participant from time to time, which will form part of these Conditions. All decisions, instructions and ruling given by, or by instruction of, the Event Organiser are considered final. Accordingly, I agree to comply with all instructions and guidelines given by the Event Organisers, stewards, marshals, security and safety personnel. The Event Organiser may introduce cut-off times as they see fit as part of the Event rules, such as 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 or race in accordance with imposed cut-off times.

As Participant, I will take responsibility to provide and use a roadworthy bicycle, helmet and other safety requirements to ensure compliance with BTF rules and regulations. I accept that without adhering to these Event requirements I will not be permitted to compete and will not be entitled to a refund of my Entry Fee.

I will not be entitled to a refund of the Entry Fee if I am disqualified from the Event as a result of an infringement of these Conditions or any such rules and regulations.

Any Participant that acts negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the Event or other participants, to cause the Participant's removal from the Event, will not be entitled to a refund.

## 4. EVENT ENTRY

The minimum age of entry for participating in the different Categories is as follows (age taken as of the 31st December of the Event year):

- Senior Sprint: 15 years old; (15-16y old participants require parental consent in writing);
- Super Sprint: 15 years old (15-16y old participants require parental consent in writing);
- Non-timed Youth/Junior Events: Minimum age of 5 and maximum age of 8
- Timed Youth/Junior Events: Minimum age of 8 and maximum age of 16

Team Entries must provide full details of all team members, and notify the Event Organiser of any team changes, in writing a minimum of 2 weeks prior to the Event. Team entries can be all female, all male or mixed gender.

At registration, I realise that I need to show appropriate photographic personal identification acceptable to the Event Organiser (such as drivers licence or passport). Children less than 16 years old are not required to produce photographic identification.

I confirm that my purchased entry to the Event is personal to me, and that in any circumstance I am strictly prohibited from swapping, selling, or gifting my place in the Event to another individual, or using it for marketing promotion or for any other trade purpose. The Event Organiser reserves the right to cancel without refund or other compensation the Participant entry in the Event in such circumstances. See Clause 6 for Participant Event Withdrawal and Category Transfers.

## 5. EVENT FEES

I 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.

If entry is accepted the Entry Fee is non-refundable other than as otherwise stated in the Withdrawals policy.

## 6. WITHDRAWALS POLICY

The withdrawals policy reflects the costs incurred by the Event Organiser in staging the event. Written notification of withdrawal should be given by the Participant to the Event Organiser by email or post. The date of written notification of withdrawal being received by the Event Organiser is the date of the email or as postmarked on the envelope. There are no exceptions. The Participant may withdraw subject to the following terms, which are applicable to all Event Categories:

Notification dated 60 days or more before the Event. The Participant is entitled to Transfer (Event) entry to the same Category in the following year's event, provided such event takes place. The Participant must notify the Event Organiser of their intent to take up the place no less than 90 days before the commencement of the following year's Event.

Notification dated 22 to 59 days before the Event. The Participant is entitled to 50% credit of the Entry Fee paid by the Participant. The credit is to be used towards the following year's Event, provided such event takes place. The Participant must notify the Event Organiser of their intent to take up the place no less than 90 days before the commencement of the following year's Event.

Notification dated less than 21 days before the Event. The Participant is not entitled to an Event Transfer or credit for any future events.

The Participant is entitled to Transfer (Category) entry at the same Event up to 21 days prior to the Event, subject to availability in the respective Category. The cost to transfer to a Category of a higher Entry Fee shall be the difference in Entry Fees on the date the transfer is requested, plus a £2.50 administration charge. There shall be no cost charged, and no refund applicable, for transferring entry to a Category with a lower Entry Fee.

Due to the nature of sports events, the Event Organisers are unable to make exceptions for injuries, pregnancies or other circumstances.

Written notification can be given by:

Email – [intotri.team@gmail.com](mailto:intotri.team@gmail.com) with subject heading 'Withdrawal' or 'Category Transfer'

Post – intoTRI, 216 Eastcote Avenue, KT8 2EX, West Molesey, UK.

Withdrawals will not be accepted by telephone.

The Event Organiser reserves the right at any time to remove Participants from the Event or 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 practical reason. A refund will not be provided under such circumstances.

## 7. ALTERATIONS TO THE EVENT

Any change to the event start time or format will be communicated to the Participant as soon as is reasonably practicable.

Start Time – I am aware that the Event Organiser reserves the right to alter the start time of the Event. 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.

Event Date – I am aware that the Event Organiser reserves the right to change the date of the Event. In the event of such change of date of the Event, and if as Participant I am unable to attend on the revised date, I will have 14 days to inform the Event Organiser in writing from when the change in date is announced to receive a refund of my Entry Fee, less a £5 administration charge for bank processing costs.

Course Alteration – I am aware the Event Organiser reserves the right to amend the Event format at their sole discretion (such as from a Triathlon to Aquathlon or other suitable race format) in order to stage the Event. If the Event is changed to another format I accept that I will not be entitled to any refund.

Other Alterations – I acknowledge and accept that circumstances concerning the Event may change from time to time for reasons out of the Event Organiser's reasonable control, without any rights to withdrawal being accrued by the Participant other than as set out in the Withdrawals policy, and without the Event Organiser incurring any liability. For illustration purposes, these changes may include car parking arrangements, course alterations, but such changes/issues will not allow the Participant to withdraw and nor will the Event Organiser be deemed liable except as otherwise set out herein.

## 8. CANCELLATION

The Event Organiser reserves the right to 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 a £10 administration charge, with no further liability whatsoever arising from such cancellation.

## 9. COMMUNICATIONS

The Event Organiser will primarily use email to communicate with Participants. To ensure receipt of all Event information, I accept sole responsibility to ensure that I provide the Event Organiser with the correct email address and postal address and to inform the Event Organiser of any changes to these prior to the Event as soon as is reasonably practicable. The Event Organiser shall not be held responsible for any computer malfunctions or other technical anomalies that may occur in the process of sending out such email communications that may lead to failure of receipt by the Participant.

The Event Organiser can be contacted by the below methods of communication, and shall endeavour to respond to Participant enquiries within 2 working days of receipt of the correspondence.

Email – [intotri.team@gmail.com](mailto:intotri.team@gmail.com)

Phone – 07941389404

Post – intoTRI, 216 Eastcote Avenue, KT8 2EX West Molesey, UK

## 10. MEDIA & PHOTOGRAPHY

As a Participant in the Event, I irrevocably consent to being filmed, recorded and photographed at the Event, and for the video footage, recordings and images to be incorporated and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature, and in all media for the purpose of advertising, publicity and otherwise in relation to the exploitation and/ or promotion of the Event (and future events).

Any film, photographs, or any other recording of moving or still picture, shall remain the property of the Event Organiser. Accordingly any such recording by the Participant shall not be used other than for private use without the Event Organiser's prior written consent.

## 11. TIMING & RESULTS

The Event Organiser 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 of a third party.

After the event all timing chips have to be returned to one of the collection points. If participants fail to do so, a fee amounting to £20 (Twenty Pounds Sterling) will be charged by the Organiser and you agree that this fee can be deducted from your credit or debit card after the Event. If for some important reason the timing chip cannot be returned immediately after the completion of the event, it can be returned by recorded post to the following address:

intoTRI, 216 Eastcote Avenue, KT8 2EX West Molesey, UK

If the chip is returned within 5 days of the event, no fee will be charged. Anytime thereafter, the above mentioned fee will still be deducted and will not be refunded.

## 12. DATA PROTECTION

I agree that my personal information can be stored and used by the Event Organiser and event partners/sponsors in connection with the organisation, delivery and administration of the Event, and may be used by the Event Organiser and event partners/sponsors in connection with the compilation of statistical information and to improve the procedures at future events.

Medical information and Emergency contact details are only collected for health and safety purposes, to allow medical assistance to be given on the Event date.

Personal information or marketing information pertaining to the Participant shall not be used or reproduced in whole or in part in any form except for the purposes outlined in these Conditions.

## 13. EVENT ORGANISER RESPONSIBILITIES/LIABILITY

The Event Organiser shall not be liable to the Participant for any loss or damage 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 profits; anticipated savings or wasted expenditure; or loss of reputation. The Event Organiser will not be liable for any actions of any spectators or other third parties.

As a Participant, I irrevocably renounce the right to any recourse or claims whatsoever against the Event Organiser, sponsors, suppliers, medical advisers or any other person involved in the organisation of the event ("Associated Parties"), as a result of any kind of physical, mental or other loss or damage of whatsoever nature suffered by the Participant, directly or indirectly, or by the Participant's family, caused by an event in any way relating to the Participant's participation in the Event. As Participant, I will indemnify the Event Organiser and the

Associated Parties for any claim, actions, liability or losses from any breach of the Participant's declarations above.

I accept that any mechanical support received on my bike from the Event Organiser and Associated Parties is at my own discretion and I will not hold anyone else responsible for any subsequent bike malfunctions or resulting injury.

Nothing in these Conditions shall exclude or limit the liability of the Event Organiser for death or personal injury caused by the Event Organiser's negligence; for fraud; or for any other liability to the extent that it cannot be excluded or limited by law.

These Conditions shall be interpreted in accordance with the laws of England and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English Courts.