

MARATHON SWIMS

Dated 31/12/19

1. Terms and Conditions

In these Terms and Conditions, the following definitions apply:

“Marathon Swims Challenges” refers to the challenges comprised within the Event and, if applicable, to a virtual challenge (details to be confirmed if included in the Event), each of varying distances over a period of time.

“Event” means the Marathon Swims event taking place in London in 2020 and described in clause 2.1 below.

“Event Organiser” means Participation Sport or any staff or volunteers engaged by them for the purpose of the operation of the Event.

“Entry Fee” means the price payable by each Participant to participate in the Event, excluding the Platform Fee.

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

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

“Participant”/“you”/“your” means any individual who completes the entry requirements for participation in the Event and/or who participates in the Event.

“Participation Sport” means Participation Sport Ltd.

“Platform Fee” means any fee charged by the provider for the use of the Registration platform (the provider currently being Active Networks LLC).

“Registration” means the receipt by the applicable Participant of the Online Confirmation.

“Website” means the website currently found at www.marathonswims.com.

2. THE EVENT - Marathon Swims 2020

2.1 These terms and conditions refer to the swimming event known and referred to as ‘Marathon Swims’ which includes individual and team swimming and related distance challenges of 10k, 5k and 1k, in a format described in more detail on the Website. The Event is currently scheduled to be held at the London Aquatic Centre, Stratford, London, on 7 and 8 November 2020 and at such other venues as may be confirmed. The Event is managed, operated and promoted by Participation Sport.

2.2 The Event Organiser reserves the right to change the time, date and/or venue and format of the Event and to cancel the Event, in whole or in part, without notice or liability to the Participant.

2.3 The Event Organiser reserves the right to refuse entry to the Event (or to disqualify from the Event) any registered Participant not displaying their assigned official race number.

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

2.5 These terms and condition apply to all elements of the challenges comprising the Event.

3. EVENT REGISTRATION AND PARTICIPATION

3.2 Only persons aged 18 years or above on the first day of the Event (currently 7/11/2020) for the London event) may register for or participate in the Event.

3.3 The date of each Registration shall be the date on which the Participant receives the Online Confirmation. Participants can only register online. The Event Organisers are 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 in any way prevent Registration.

3.4 The Online Confirmation will only be sent after the receipt by the Event Organiser, in cleared funds, of the Entry Fee.

3.5 No refunds or deferrals shall be provided for any reason should a Participant fail to take part in the Event.

3.6 For Individual challenges, a transfer to another person or (subject to availability) a different challenge may be permitted before 30 September 2020. Where a transfer by a Participant to a different challenge is available (a "Challenge Transfer") the relevant Participant must first pay the Event Organiser a fee of £10 for the Challenge Transfer to be accepted. Where a Challenge Transfer involves a transfer to a shorter distance, there will be no refund of the difference in entry fee. Where a Challenge Transfer involves a transfer to a longer distance, the Participant will also pay the difference in registration fee. Where a transfer by a Participant to another person (which is subject to availability) is available (a "Participant Transfer") a fee of £15 must first be paid to the Event Organiser for the Participant Transfer to be accepted.

3.7 The only current Marathon Swims Team event is a team event is the 10k, for a maximum of two participants per team only. All Participants in the team must be registered before 30 September 2020 or the place will be forfeited with no refunds possible. No Challenge Transfers are permitted to or from the Team 10k event. However, a Participant Transfer of one of the two team members is possible via email correspondence with info@marathonswims.com.

3.8 The Platform Fee is not refundable under any circumstances. Any requests for this fee to be repaid must be directed to the provider of the Registration platform, currently Active Network, LLC.

3.9 Participants shall receive an official race number, an electronic timing chip and a security wristband (where applicable) in a race pack which will be provided on the Event day, before participation. Participants must arrive at the applicable Event venue at least 60 minutes before their allocated stated start time to allow time to collect all elements. Participants failing to return their electronic timing chip immediately after their challenge will be charged for a replacement chip.

3.10 The start time of each Participant's challenge will be confirmed by 7 Oct 2020. Wave start times may vary from 8am to 7pm. Participants should ensure they keep the whole day free to allow for the different challenge start times possible. Participants may pay a Wave selection fee which entitles them to select a wave start time of their choice (the wave start time selected can only be a wave relevant to their distance challenge) up to 30 September 2020. Wave selection fee details can be found on the Website.

3.11 Participants will be provided with an Event race number which must be displayed at all times. The race number should be displayed on their right arm (a race tattoo or marker pen may be used). Each race number is personal to the Participant to whom it is assigned. In accepting these Terms and Conditions the Participant undertakes and agrees (i) to display their official race number assigned to their registration, and (ii) not to authorise or permit any third party to use their official race number for the Event.

3.12 The Event Organisers will not be liable in any way to the Participant as a result of damage to or loss of the electronic timing chip and shall not be responsible in any way for any failure to provide or any failure of the technology of the electronic timing chip on the day of the Event.

3.13 If at any time it is discovered that any Participant is or was ineligible to participate in the Event (or if participation in the Event 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 Organiser 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 any future Marathon Swims or other events operated by Participation Sport. The Event Organiser shall not be liable in any way to the Participant as a result of any such disqualification or refusal.

3.14 All Participants takes part in the Event entirely at their own risk. The Participant hereby acknowledges their responsibility to hydrate before, during and after the Event. The Event Organiser recommends that each Participant has their own non-alcoholic drink available before, during and after the Event.

3.15 All Participants are required to take part in recognised and appropriate swimwear. Any garments deemed to be inappropriate by the Event Organiser may result in the Participant being refused entry to or disqualified from the Event.

3.16 No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the Event venue or used by any Participant either before or during participation in the Event. The Participant must abide by all Swim England Doping rules, including all rules and regulations of British Swimming and FINA. The Event Organisers reserve the right to refuse attendance at, or participation in, the Event by any person found or believed by the Event Organiser to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.

3.17 Participants may be disqualified for (i) any behaviour which, in the Event Organiser's opinion, is inappropriate or is likely to cause injury, damage, offence or a health and safety risk or (ii) any failure to observe and follow the Event rules at any time. Event referees have the ability to issue a time penalty if Participants do not comply with any of the rules set out in these Terms and Conditions. All Participants undertake to familiarise themselves with and abide at all times with Event etiquette and sporting rules which are published on the Website and all of which form part of these terms and conditions.

3.18 No adjustments to a challenge time will be applied for any challenge interruption, unless decided by the challenge referee in their absolute discretion.

3.19 The Event referee's decision is final in all respects.

3.20 The Event Organiser reserves the exclusive right and licence throughout the world (and, the Participant hereby grants the Event Organisers such exclusive right and licence, on a royalty free worldwide sub-licenceable basis in perpetuity) to interview and/or photograph and/or film and/or otherwise record Participants at the Event (or prior to and/or subsequent to the Event as the Event Organisers may reasonably require) and to the unlimited use by the Event Organisers or any sponsors, partners or suppliers of the Event in any and all current and future media (including without limitation, print, audio, audio visual, virtual media, the Internet, mobile telephony and so-called "3-G" technologies, CD-ROM or DVDs) of the Participant's name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of the Participant in connection with the production, advertisement, marketing or promotion of Participation Sport, of any sponsors, partners or suppliers of the Event or the Event itself.

3.21 If you do not want your name or likeness to be used as set out in clause 3.20 above, please let us know by emailing info@marathonswims.com.

3.22 To the extent permitted by current data protection legislation, the Event Organisers may use any biographical or other information or data related to the Participant (including race times and results), for the purposes of insurance, permits, publishing results, internal analysis or Event development, promotion or research.

3.23 Any audio, visual, or audio-visual recordings that you make of the Event or any part of it are for personal use only and cannot be used for any commercial purpose.

4. EVENT PARTICIPATION – PARTICIPANT'S DECLARATION

4.1 The Participant agrees to be bound by these terms and conditions and hereby acknowledges that the [Privacy Policy](https://www.marathonswims.com) found at <https://www.marathonswims.com> is incorporated into these terms and conditions. In accepting these terms and conditions you confirm that you have read, understood and agree to the Privacy Policy.

4.2 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 they have been provided with sufficient information about the event to make an informed decision, that they are able to swim, that to the best of their knowledge they are healthy and fit to participate, that 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 Organiser or any of their employees). The Participant further understands that the Event Organiser reserves the right to refuse the Participant's attendance at, and/or participation in, the Event.

4.3 The Participant acknowledges that any medical information provided during registration may, where deemed necessary, 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 Organiser 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 Organiser of any change in their medical condition from the date of Registration up to and until the start of the Event. Should the Participant have any concerns, they should consult a doctor before the Event.

4.4.1 Participants' data will be used solely in accordance with current data protection legislation. Subject to Event Organiser's compliance with such legislation, the Participant acknowledges that:

(a) 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; and

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

4.4.2 The Event Organiser 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.

4.5 Subject to clause 4.4.2, the Event Organiser shall take all reasonable steps to assess the safety and suitability of the Event location prior to the Event. The Event Organiser 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 the Event Organiser 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.

4.6 The Participant acknowledges and agrees that to the extent permitted by law:

4.6.1 Subject to clause 4.6.4, the Participant shall:

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

4.6.1.2 irrevocably indemnify and hold harmless, 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 Organisers to any person (including the Participant's insurers) in connection with any

(a) accident;

(b) loss;

(c) damage; or

(d) injury (including death);

arising out of the Participant's attendance at, participation in, or training for the Event.

4.6.2 Subject to clause 4.6.4, the Event Organiser shall not be responsible for any losses the Participant suffers as a result of the Event Organiser's breach. 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:

(a) loss or damage;

(b) loss of revenues,

(c) loss of profits,

(d) loss of contracts,

(e) loss of business

(f) loss of anticipated savings;

(g) pledges made on your behalf or by you to any charity;

(h) loss of data;

(i) loss of goodwill or reputation;

- (j) any consequential or indirect loss, regardless of whether the loss or damage:(i) would arise in the ordinary course of events;(ii) is reasonably foreseeable; or(iii) is in the contemplation of the parties, or otherwise.; or
- (k) any personal injury to or death of the Participant;

4.6.3 Subject to clause 4.6.4, the Event Organiser's liability to the Participant shall in any event be limited to the refund of the Fee.

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

4.6.4.1 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;

4.6.4.2 for breach of statutory duty;

4.6.4.3 for fraudulent misrepresentation; or

4.6.4.4 to the extent that liability cannot be excluded or limited by law.

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

4.8 The Event Organiser reserves the right to amend, remove or add any terms and conditions at any time.

4.9 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.