

# Peak District Challenge 2019 - Conditions of Entry

These Conditions of Entry serve as a contract between 'the Organiser'; Action Challenge UK Ltd, company number 3825838, trading premises Unit 1 Gunnery Terrace, The Royal Arsenal, Woolwich, London, SE18 6SW and 'you' as 'the Participant' (as named on 'the Registration Form' and having paid 'the Registration Fee'), and where applicable 'the Charity' that you may have nominated to fundraise for, relating to the Peak District Challenge 2019 – 'the Event'. Full details of the Event, including the itinerary, associated services, and joining instructions are set out on 'the Event Website' –[www.ultrachallenge.com](http://www.ultrachallenge.com)

## I. Entering the Event

- (a) The Event involves physical exertion. You must be satisfied that you are fit to take on your chosen distance, and that there are no medical conditions which would, or should, reasonably preclude your participation. If in any doubt you must consult your Doctor before completing the Registration Form, and also notify the Organiser directly should your medical condition change prior to the Event.
- (b) On the date of the Event you must be 18 or older to participate within the full distance challenge, 16 or older for a half distance challenge, and 14 or older for a quarter distance challenge. Exceptions may be made at the discretion of the Organiser. Those 16 years old or under must be accompanied by an adult whilst on the Event.
- (c) You must sign-up via the online Registration Form and pay the appropriate non-refundable Registration Fee if you have chosen the 'Fundraising for Charity' option, OR the appropriate full cost of your place if you have chosen to 'Self Fund'. The Registration Fees and Self Fund Cost are as set out on the Event Website; you will receive an email confirming your registration. The Registration Fee may be discounted by the Organiser in respect of official Challenge Partner Charities, and the Registration Fee and Self Fund cost may be subject to promotional offers from time to time.
- (d) If a card payment made by You, or on behalf of You, in respect of the Registration Fee or Self Fund Cost, fails or is blocked for whatever reason, your entry will be cancelled immediately and you will have to complete a new Registration Form to join the Event.
- (e) If You register on to the Event with the 'Fundraising for Charity Option' You accept the terms of the 'Minimum Fundraising Target', as set out on the Event Website.
- (f) You agree to abide by the 'Event Rules' as issued on the Event Website and where updated and notified to you from time to time. You also accept that the Organiser has the absolute right to remove you from, or to preclude you starting within, the Event if they believe that your participation might, endanger other participants, employees or agents of the Organiser or any other third party that is rightfully associated with the Event, or if the Organiser reasonably believes that your presence may bring the Event's reputation into disrepute.
- (g) You agree to the Organiser making contact with you via email, phone, text message, mail or any other appropriate mechanism in respect of the Event, and You agree to supply the Organiser with any information as may be reasonably requested from time to time in respect of your participation in the Event in an accurate and prompt and timely manner. You also agree that the Organiser may contact you via an appropriate mechanism in relation to other events operated by the Organiser for a 3 year period under legitimate interest, until such time that You request, by emailing the Organiser, that no further contact should be made.
- (h) If You have chosen the 'Fundraising for Charity' option You authorise the Organiser to send and share your data, as set out on the Registration Form (sensitive data removed) with the Charity that you have nominated. You also agree to, and authorise, the Charity making subsequent contact with You via email, phone, mail or any other appropriate mechanism to enable the Charity to confirm your participation in the Event as fundraiser for the Charity, and to set out their fundraising procedures, and to introduce to You other events that the Charity is involved in with the Organiser.
- (i) You agree to, and authorise, limited and relevant data components within your Registration Form being sent, by the Organiser, to a competent third party for the Event timing, safety, and Control Room purposes. You also agree to your timing data in respect of the Event, including your name, being posted on the Event timing website unless you e-mail the Organiser at least 14 days prior to the Event requesting that this does not happen, in which case your name would not be visible.
- (j) You will act responsibly and honestly at all times in respect of your participation in the Event and during the time leading up to it, and will not bring through your actions the Event, the Organiser, and if applicable the Charity into disrepute.
- (k) You participate within the Event entirely at your own risk.
- (l) The Organiser reserves the right to use photographs or video type footage taken on the Event that may include You for digital marketing, on-line material, print marketing, and advertising.
- (m) If You have signed up and registered onto this Event as part of a 'Multi - Buy Deal' that was promoted by the Organiser, Your place on this Event, and on the other events that comprised the Multi-Buy, is strictly non-transferable to another person or third party in any circumstances. You must contact the Organiser by e mail if you want to request a transfer of your place to another person and in this instance the transfer would require an additional payment equivalent to the discount that You received from joining the Event via the Multi-Buy option compared to signing up to the Event at the full prices posted on the Event Website – plus a handling charge of £25 per event.
- (n) You agree that any relevant details obtained by the Organiser's Medical Team whilst You are on the Event, and in respect of any treatment, consultation or diagnosis that was given to You whilst on the Event, can be recorded and consolidated for the purposes of the Organiser, or their Medical Team, contacting You after the Event if required to check on Your well-being, and to produce any operational statistics relating to the Event as may be reasonably required.

## 2. Event Information

a) After registering you will be provided with access to the Participant Area associated with the Event Website, and it is your responsibility to read and act on the information supplied.

## 3. Charity Fundraising Option (if applicable)

(a) By registering with this option You are making a commitment to the Charity that you nominate to reach a 'Minimum Fundraising Target' of: £595 (Full Challenge Full Sponsorship), £299 (Full Challenge Mixed Funding), £395 (Half Challenge Full Sponsorship), £199 (Half Challenge Mixed Funding), or £245 (Quarter Challenge Full Sponsorship), £119 (Quarter Challenge Mixed Funding). The 'Initial Target' of at least 50% must be submitted to the charity 6 weeks prior to the Event. Where you are unable to meet this Initial Target and there is no realistic prospect of You meeting the Minimum Fundraising Target, you are required to notify the Charity as soon as possible; the Organiser, upon instructions from the Charity, reserves the right to preclude You from the Event without refunding your Registration Fee if you fail to meet the initial 50% target. You will have the opportunity to upgrade to a 'Self Funding' registration, paying the registration fee difference, to retain your place on the Challenge.

(b) The cost of You taking part in the Event is the non-refundable Registration Fee that includes VAT: £15 (Full Challenge Full Sponsorship), £99 (Full Challenge Mixed Funding), £10 (Half Challenge Full Sponsorship), £64.50 (Half Challenge Mixed Funding), £5 (Quarter Challenge Full Sponsorship), £39.50 (Quarter Challenge Mixed Funding) less any discounts that are set out on the Event Website in relation to Challenge Partner Charities and promotional offers or additional sums in respect of late entrants. A further Service Fee is payable by the Charity to the Organiser for Your place on the Event and for advertising services provided by the Organiser to the Charity in respect of the Event, of: between £99-£215 (Full Challenge), between £64.50-£143 (Half Challenge), between £39.50-£88 (Quarter Challenge) - the range depends upon the funding registration option chosen by You, how many participants a specific charity recruits on to the Event and the commercial arrangements between the Organiser and the Charity.

(c) All fundraising monies should be paid via justgiving.com to the Charity or as specified by the Charity in an Information Pack that they may send to you or make you aware of.

(d) Should You not be able to take up your place on the Event or chose not to for whatever reason, the Registration Fee is non-refundable and any fundraising monies collected in relation to the Event must be returned to the donors or retained by the Charity as agreed between You and the Charity after all donors have been informed. The arrangements for any refunds to donors are strictly between the Charity and You in this instance. If you cancel prior to 6 weeks before the Event, via e mail, the Organiser will NOT charge the Service Fee to the Charity in respect of Your place.

(e) If You choose to change the distance that You want to take on in the Event You will not be refunded any difference in cost between the Registrations Fees if You are on the Charity Fundraising option, but will be charged an additional cost if the Registration Fee of the new distance is greater than the sum originally paid. If fundraising, your target will also increase.

(f) If You cannot attend for any reason, Your refund and deferral options depend on Your chosen funding option and the proximity of the Event. Read our full cancellation policy here: <https://actionchallenge.com/uploads/ultra-challenges-cancellation-policy-2019-6.pdf>

(g) Up to 2 weeks prior to the Event You may transfer Your place on the Event to an alternative similar event operated by the Organiser on the understanding that You would be required to pay any difference in the Registration Fee associated with that new event compared to the initial Registration Fee that you paid. A £25 transfer fee will also be payable to the Organiser in this instance.

(h) If for some reason the Charity that you nominate on the Registration Form does not agree to your participation in the Event as a fundraiser for them, the Organiser will offer you either the option to nominate another charity, or to join the Event with the Self Fund option. In this instance You would have to pay the difference between the original Registration Fee that you paid and either: the Registration Fee associated with the new charity that you nominate - if applicable, or the full Self Fund cost. You would also have the option for a refund of the Registration Fee instead.

## 4. Self Fund Option (if applicable)

(a) By registering with this option you pay the 'Full Cost' of your place on the Event, which, including VAT, is: £198 (Full Challenge), £129 (Half Challenge), £79 (Quarter Challenge) which may be subject to various promotional discounts detailed on the Event Website.

(b) If You choose to change the distance that you want to take on in the Event You will be required to pay an additional sum to the Organiser to match the Full Cost associated with your new distance, as set out above. If you want to reduce your distance you would receive a refund equivalent to the difference between the Full cost of each distance, less a £25 administration fee.

(c) Should You not be able to take up your place on the Event or chose not to for whatever reason and confirm this to the Organiser via e-mail at any time up to 4 weeks prior to the Event, the component of the Full Cost that is non-refundable is equivalent to the Registration Fee payable under the Charity Fundraising Option as set out in Clause 3(b) above. Subject to this, the Organiser will endeavour to refund the balance due to You within 14 days of being notified. Read our full cancellation policy here: <https://actionchallenge.com/uploads/ultra-challenges-cancellation-policy-2019-6.pdf>

(d) If you wish to cancel your place at any time less than 6 weeks prior to the Event, no refund, or part refund, of the Full Cost paid by You will be made. However, up to 2 weeks prior to the Event, upon You notifying the Organiser, You will have the option to transfer your place to another person by paying a fee of £25, or the option for You to transfer your place on the Event to an alternative and similar event operated by the Organiser on the understanding that You would be required to pay any difference in the full cost, or other fees, associated with that new event compared to the initial Full Cost that you paid. Read our full cancellation policy here: <https://actionchallenge.com/uploads/ultra-challenges-cancellation-policy-2019-6.pdf>

## **5. Itinerary changes**

(a) The itinerary, and associated services, for the Event are as set out on the Event Website, and the Organiser reserves the right to make any reasonable changes to these at any time in order to ensure the Event is operated safely and responsibly. Should there be a significant and material change prior to the Event taking place, which is not a result of force majeure (and this does not include any reasonable change to the route in any circumstances) then the Organiser will inform You as soon as is practicable and You may either agree to proceed with the new itinerary, transfer your place to another event operated by the Organiser, or cancel your participation in the Event in which case you will receive a full refund of any Registration Fee paid or the Full Cost if applicable. The arrangements for any refunds to fundraising donors are strictly between the Charity and You in this instance if you have chosen the Charity Fundraising option, or are fundraising independently for a charity having chosen the Self Fund option.

(b) We do not make any payments compensating for losses or other costs You incur in the case of an itinerary change.

## **6. Changes made by you**

Any change that you are requesting must be notified by You to the Organiser by email. The Organiser will always try to accommodate reasonable change requests; however some changes requested may incur an administration fee which you will be advised of at the time before electing to precede with the change.

## **7. Cancellation by the Organiser**

(a) The Organiser reserves the right to cancel the Event whether for operational reasons, Force Majeure, or other reasons, in which case an appropriate refund of the Registration Fee or Full Cost paid by You will be made within 8 weeks of the cancellation notice being issued, or You will have the opportunity to confirm your participation within a re-scheduled Event on an alternative date, or to transfer your place to a similar event operated by the Organiser.

(b) The Organiser will not make any payments compensating for losses or costs you incur in the case of a cancellation and we exclude and limit all such liability to the full extent permitted under law.

(c) The Organiser does not accept liability for any delays in your travel or Event departure arrangements, or reasonable changes to the Event itinerary in circumstances of Force Majeure. Force Majeure means any unusual or unforeseen circumstances beyond our reasonable control including but not limited to an act of God, war, accident, road closures, and failure of power supply, abnormal weather, fire, explosion or labour disturbance.

## **8. The Organisers' obligations to you**

(a) The Organiser will provide medical support on the Event, and the prime role of the medical support teams will always be to deal with genuine medical emergencies as their priority when and where they are required to do so. You must bring your own small personal medical kit and follow the equipment and clothing advice as issued.

(b) The Organiser will provide food and water on the Event, and it is your responsibility to remain fed and hydrated, and You should follow the nutritional advice as issued.

(c) Whilst the Event route will be signed and a route card will be provided, it is your responsibility not to get lost and You must carry a fully charged mobile phone. The Organiser will manage the exit of participants who drop-out from the Event, having started it, in a way that they deem is correct, safe and relevant for the overall management of the Event. You are advised to have a friend or relative that You can contact in case you choose to exit from the Event prior to the finish.

(d) The Organiser is only obliged to cover your transport arrangements to exit the event, at any point once the Event has started, if you are deemed medically unfit to make your own arrangements. In this instance, you will be transported to the nearest Event Rest Stop, medical facility, or other location deemed suitable by the Organiser and their medical staff.

(e) The Organiser accepts liability for negligent acts and/or omissions by its our employees, agents, suppliers or sub contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of the Event that we are contractually obliged to provide. The Organiser will therefore pay such damages as may be awarded under English law.

(f) The Organiser excludes and limits all other liability to the extent permitted under law and damages are not payable where any failure to perform the contract is due neither to any fault on the part of the Organiser or a supplier of any part of your arrangements associated with the Event, or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of services associated with the Event, or a force majeure circumstances beyond the Organiser's control.

## **9. Insurance**

You agree to read and abide by any Event Insurance Advice where issued and accept that Personal liability and Personal Accident Insurance is NOT included in the cost of the Event.

## **10. Law and jurisdiction**

These conditions of entry shall be governed by and construed in all respects in accordance with the laws of England and Wales. Any dispute which may arise between the parties concerning these terms and conditions shall be exclusively determined by the English Courts.