

# TERMS AND CONDITIONS

## 1.0 Participation

**1.1** Participants of the 10K Race must be 15 years of age or older on the day of the event. Participants of the 5K Race must be 11 years or over. Under 11 years must be accompanied by a full paying adult.

**1.2** There is no minimum age for the 2K Race, however, children under the age of 8 must be accompanied by an adult who is also registered to race.

**1.3** Each participant must be registered and have agreed to the race terms & conditions before participating in the event.

**1.4** By taking part, all participants confirm that their names, video footage or photographs taken during their participation may be used to publicise the St David's Day Run or Race Owner's official charities.

**1.5** Participant race numbers are specific personal identifiers and may not be exchanged with or transferred/sold to any other person. Sale and/or transfer of race numbers is strictly prohibited and will result in the disqualification and/or banning of any individuals involved from future events.

**1.6** Use of discount codes are restricted to the original recipient only. Misuse of these codes will result in disqualification from this event and any future events – refunds will not be issued.

**1.7** Registrations will close on 15<sup>th</sup> February 2020 which is detailed on the event homepage. There are no exceptions once the closing date has passed.

**1.8** Participants must not be under the influence of drugs or alcohol.

**1.9** Participants accept that they must enter their postal address correctly when registering in order to receive their race pack on time. Any packs not received but be collected on the day of the race.

## 2.0 PAYMENT AND REGISTRATION FEES

**2.1** All entry fees are non-refundable unless the participant withdraws according to section 3.1 within the allotted time. Entries may be deferred toward the following year and will be charged an admin fee as stated in section 3.4.

**2.2** Use of discount codes are restricted to the original recipient only, misuse of these codes will result in disqualification from this event – refunds will not be issued.

**2.3** Entry fees are subject to change. The race organisers have the right to amend the price and to offer discounts during open registration. Refunds will not be given to those who have signed up at a different rate.

## 3.0 PARTICIPANT WITHDRAWAL

**3.1** A participant may withdraw free-of-charge (with exception of the processing fee taken by TDL) up to 5 days after payment of the event fee, unless entering within two weeks of the closing date at which point packs will be immediately put into production. Notice of withdrawal from the event must be communicated by emailing [office@invncbl.co.uk](mailto:office@invncbl.co.uk) stating clearly the desire to withdraw and putting the word WITHDRAWAL in subject line of the email. Withdrawals will not be accepted by telephone. After the expiry of the 5 day post

payment period, the entry fee will not be refunded. Participants can withdraw at any point prior to the race.

**3.2** Any participant who fails to arrive at the start line on time will be assumed withdrawn from the race and will not be eligible to a refund of any kind. No late starters will be permitted to cross the start line.

**3.3** Participants will be able to transfer their entry to another participant up until the Transfer Deadline of midnight on 16 February 2020. Any transfer to another participant will be subject to a transfer fee. Transfers are conducted through the online OnReg system by the withdrawing participant. The new participant will pay the relevant entry fees through the entry system and once complete, the withdrawing participant will automatically receive their refund from the entry system minus the transfer fee. No transfers will be possible outside of the above stated period.

**3.4** Entries can be deferred until the following year's event up until the Transfer Deadline of midnight on 16<sup>th</sup> February 20

20. Deferrals will be charged an admin fee of £5.50, which must be paid in full over the telephone or by bank transfer to race organisers, Invncbl Ltd, before the deferral can be processed. Entrants can only defer their entry once. If you do not take part in the 2021 race you will not be permitted to defer to the 2022 race.

**3.5** The processing fee which is added onto the entry fee and any extra items you purchase at point of entry is non-refundable.

**3.6** The participant acknowledges that the refund scheme set out above is fair and reasonable, and the monies the Organiser may retain in respect of any withdrawal represents a reasonable pre-estimate of the Organiser's loss in each case.

#### **4.0 CANCELLATION AND ALTERATIONS OF THE EVENT**

**4.1** If the event is cancelled because of circumstance beyond the reasonable control of the Organiser; including and not limited to, an act of God, explosion, acts of a public enemy, war, insurrection, terrorist act or threat of terrorist act, sabotage, epidemic, embargoes, strikes or the death of a leading member of the British Royal Family then the participant will not be entitled to a refund of the entry fee and compensation of other losses, such as travel or accommodation expenses.

**4.2** The organisers reserve the right to alter aspects of the race at any time. Any alterations, such as a change in start time, will be communicated to participants in good time to allow for plans to be revised.

**4.3** The organiser reserves the right to amend the event format at their discretion. If the event format is changed the participant will not be entitled to any refund and no liability can be taken.

**4.4** Our races are scheduled to take place in good weather or rain. In the case of inclement and dangerous weather, we reserve the right to postpone, shorten the route or cancel the event should the safety of event participants and volunteers become threatened. In the event of a cancellation, customer service will remain a top priority; however, refund of registration fees will NOT be possible.

## **5.0 DISQUALIFICATION**

**5.1** The Organisers reserve the right to disqualify any participant found to be in breach of the terms and conditions.

**5.2** Disqualification can be enforced upon partaking in any of the following:

**5.2.1** Urination in any area other than designated toilets en-route.

**5.2.2** Swapping numbers with another runner, without prior consent from the organiser or through the approved transfer link.

**5.2.3** Possession of any banned item, such as dogs, baby joggers, baby strollers, skateboards, Nordic sticks, Kangoo Jump boots, rollerblades, hand cycles, unauthorised bicycles or any other wheeled device on the course, except for hand-propelled wheelchairs in the wheelchair race.

**5.2.4** Deviation from the designated route.

**5.2.5** Tampering with the timing chip.

**5.2.6** Not adhering to the issued timing pen when asked to do so.

**5.2.7** Refusing to obey the directions of the event official, city official or course marshal/steward, or who conducts himself/herself in an unsportsmanlike manner, or who uses offensive actions or language to officials, volunteers, participants or spectators may be disqualified from the event.

## **6.0 EVENT DAY**

**6.1** Participants must follow instructions as given from all event officials including race staff, volunteers, medical personnel, security officers and city officials before, during and after the event.

**6.2** All participants are expected to conduct themselves in a professional and courteous manner during their participation in the event. This means, for example, that urinating or defecating anywhere on or near the course shall be strictly prohibited except in toilet facilities. Anyone violating this rule of conduct shall be disqualified from the event and will be asked to leave the course.

**6.3** Every participant shall be provided with a race number which **MUST** be worn on the front of shirts and be visible at all times during the event. The race number is to be worn as issued. No participant shall be permitted to participate in the event without the appropriate number.

**6.4** All participants must write their name and details of any health problems or medication on the reverse of the race number, which must be secured to the front of shirts during the race.

**6.5** Participants should also inform the race organisers of any special medical conditions.

**6.6** Participants must begin the event during the official recognised starting times.

**7.0 PARTICIPANT OBLIGATIONS** – All participants must oblige to the following:

**7.1** Advice provided by the Organiser as well as instructions and directions given by officials and race marshals of the event.

**7.2** Avoid using headphones whilst running, to limit the risk of injury to yourself and other participants. The Organiser will not be held responsible for incidents caused as a result of

the use of headphones which inhibit the communication of important warnings or information from emergency services or course marshals.

**7.3** Display the correct race number provided by the organisers, with appropriate medical information completed on the reverse.

**7.4** Avoid deviation from the designated race route

**7.5** No participant may bring dogs, skateboards, Nordic sticks, rollerblades, hand cycles, Kangoo Jumps, stilts, crutches, unauthorised bicycles or any other wheeled device on the 10K, 5K or family fun run course, except for hand propelled wheelchairs (within a designated pen assigned by the Organiser).

## **8.0 COURSE MONITORING**

**8.1** Any participant who refuses to obey the directions of the event official, city official or course marshal/steward; or who conducts themselves in an unsportsmanlike manner, or who uses offensive actions or language to officials, volunteers, participants or spectators may be disqualified from the event and future participation at the discretion of race officials.

**8.2** Any participant who has been found by a course marshal/steward, event official or surveillance equipment to have gained an unfair advantage by intentionally shortening the route of the race ("cutting the course") shall be immediately disqualified from the event.

**8.3** Any person who participates in the event either a) without a current official race number and timing device or b) with a chip or race number not officially assigned to them is subject to removal and disqualification from future events.

**8.4** No persons are authorised to be on either course unless they are registered participants. Therefore, no person shall be allowed to accompany a participant if he/she is not registered in the event, nor shall any participant be allowed, without the permission of the event management, to receive assistance from anyone during the progress of the event. Any person not properly displaying an authorised and issued race number shall be directed to leave the course.

**8.5** A hands-on medical examination during the progress of an event by officially designated medical personnel shall not be considered assistance and will not result in disqualification if participant is deemed medically fit. If a participant becomes ill during or after the event and/or receives medical attention or treatment either from event medical staff, medical providers or any doctor or hospital, they authorise such persons to provide details (including details of medical treatment) to the Medical Director of the St David's Day Race or others authorised by them.

## **9.0 PARTICIPANT SAFETY**

**9.1** The use of wheeled devices by participants or any other person authorised to be on the course shall be strictly limited to (a) authorised and registered competitive wheelchair participants and (b) authorised course marshals on bicycles. Skateboards, rollerblades, Kangoo Jumps, stilts, crutches, unauthorised bicycles or any other wheeled device will not be permitted for any of the races.

**9.2** Participants are responsible for their recognition and understanding of event signage, symbols and colour relating to participant maps, facilities and direction.

**9.3** Medical personnel authorized by the event to do so may examine any participant who appears to be in distress. If in the sole opinion of authorised medical personnel it is in the

best interest of the participant's health and welfare, medical personnel may remove the participant from the event.

**9.4** Participants must retire at once from the race if ordered to do so by a member of the event's official staff, official medical staff, or any person in authority, including fire and police officers.

**9.5** Participants are responsible and assume liability for any and all medical expenses incurred as a result of training for and/or participation in the event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

**9.6** In the interest of safety, the Race Director and event officials, in consultation with the Police and Emergency Services, reserve the right to delay, cancel, or suspend the race due to extreme inclement weather or a major incident on or near the event route. In these circumstances no refunds will be issued.

**9.7** In the event of any major occurrences along the route, the Race Director and the Emergency Services reserve the right to alter/shorten the route, but still provide a race if possible. In these circumstances no refunds will be issued.

**9.8** The Race Director and the Emergency Services reserve the right to stop the race at any time, if deemed necessary. These would be in circumstances beyond our control and no refunds would be given.

## **10.0 LIABILITY**

**10.1** Participation is at the participants own risk. Participants under the age of 18 must have permission from their legal parent or guardian to take part.

**10.2** The organiser, its staff, agents or contactors shall not be liable for indirect or consequential loss or damage.

**10.3** The Organiser will not be liable for any computer result anomalies or any technical malfunctions.

**10.4** Whilst the Organiser takes every care with staging the event, the participant acknowledges that personal accident and personal items insurance is their own responsibility. The organiser 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 to charity.

**10.5** The Organiser will not be responsible for the behaviour of any spectators or third parties.

**10.6** The Organiser cannot be held responsible for any issues or allergies resulting from food and drink products given out on the day of the event.

**11.0 COLLECTION AND USE OF DATA** – The participant agrees and consents to the Organiser using his/her personal details provided in his/her online registration form for the following purposes:

**11.1** Event Administration: The Organiser requires a record of each participants registration details including third party emergency contact information for administration purposes in order to properly and safely conduct the event. By registering for the St David's Day Run you acknowledge and agree that personal information (including medical information entered against your race number or collected by event medical staff during or

after the Event) can be stored and used by Race Organiser's Invcbl Ltd and our delivery partners Full On Sport in connection with the organisation, promotion and administration of the Event and for the compilation of statistical information. Any personal data, with the exception of Names, race times, age category, will be deleted within 5 years on the first working day of January of that year. All data is held on password protected computer systems. You can obtain the information that is held about you, request its rectification and request its erasure by contacting [office@invncbl.co.uk](mailto:office@invncbl.co.uk). Participants confirm that their name and video footage, audio recordings or photographs taken during their participation may be used to publicise the event, event sponsors/partners/ Invcbl Ltd and The St David's Day Run generally, including television, website and DVD/video broadcasts.

**11.2** Email/SMS Communication: The organiser will use the participants contact data submitted on the online form to send the participant information relating to the event. Contact data may also be used to contact the participant about other events and any further categories of news and promotional information as the participant may have requested on the Online Registration form. The participant acknowledges and agrees that the race organisers may contact the participant following the event inviting the participant to submit or renew his/her registration for future events. If you wish to be excluded from these event messages please contact [office@invncbl.co.uk](mailto:office@invncbl.co.uk). The participant accepts that the St David's Day Run photography partner will be able to email them post event regarding the purchase of participant photos from the event.

## **12.0 RESULT TIMING**

**12.1** All participants are assigned a chip timing device prior to the event in their race pack.

**12.2** Gun time is the official time used for all prize results. Official times are calculated from the start of the race by the starting claxon to the point where the participant crosses the finish line.

**12.3** Times shall be rounded up to the next highest second.

**12.4** Participants must wear their assigned timing device continuously attached to their runner number from start line to finish line, to receive an accurate finish time.

**12.5** Participants found to be wearing two or more timing devices during the race will be disqualified and their results will not be recorded.

**12.6** Participants must begin the event during the official recognised starting time in order to register an official course completion time.

**12.7** For practical purposes finishing times are only recorded up to 5 hours from the start of the race.

## **13.0 EXCEPTION**

**13.1** Any individual requesting a waiver of any of these rules from the event shall submit a written request no less than 30 days prior to the event date specifying the nature of and reasons for the request.

## **14.0 AMENDMENTS/RESERVATIONS/ACKNOWLEDGEMENTS**

**14.1** Event officials reserve the right to modify, supplement or waive all or part of the event rules without notice. It is participants' responsibility to check the event website for any

changes. Participants shall be bound by any modification or supplement of the event rules published prior to the event. Failure to follow these event rules, as may be amended, will result in immediate disqualification, loss of prize money and removal from official results.

## **15. AMENDMENTS/RESERVATIONS/ACKNOWLEDGEMENTS**

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