

Run Everyone



EVENT T&CS

TERMS & CONDITIONS OF PARTICIPATION IN RUN EVERYONE (“EVENT”)

Participation in the Event is subject to and conditional upon the following terms and conditions:

1. REQUIREMENTS

- 1.1 Only people properly registered in accordance with these terms and conditions are eligible to take part in the Event (“**Participant(s)**”).
- 1.2 There can be no individual entries into this Event. Each Participant must be member of a team (“**Team**”). There is no limit to the number of members in a Team. The Participant registering the Team will be the team manager (“**Team Manger**”).
- 1.3 Participants must be at least 4 years old as at 1 March 2021 (“**Event Date**”) and therefore only persons born on or before 1 March 2017 will be able to take part in the Event. Participants who will be under 18 on the Event Date must be registered by a parent, legal guardian or carer on their behalf. Parents, legal guardians or carers registering on behalf of a Participant shall be deemed to have accepted these terms and conditions on the Participant’s behalf and further agree to take full responsibility for such Participant on the Event Date.

2. ACCEPTANCE OF CONDITIONS

- 2.1 The Event organiser is One Step Beyond Promotions Limited (company number 04986926) whose registered address is 62 Buckingham Gate, London, SW1E 6AJ (“**Organiser**”).
- 2.2 The Participant shall be deemed to have accepted these terms and conditions and to have entered into a legally binding contract with the Organiser when they accept the terms and conditions of participation by clicking the relevant field in the online registration form (“**Online Entry Form**”).

3. PARTICIPATION

- 3.1 Each Participant must represent and warrant to the Organiser that they have full legal authority and capacity to complete the Online Entry Form, including accepting these terms and conditions, on behalf of themselves and/or, where applicable, any party for whom they are registering (the “**Third Party**”), including full authority to make use of the credit or debit card to which fees related to Event Registration will be charged.
- 3.2 Participants who are under 18 years old must be registered by a parent, legal guardian or carer on their behalf. If registering a participant under the age of 18, the Participant represents that they are the parent, legal guardian or carer of that child, or that they have the parent, legal guardian or carer’s prior written consent.
- 3.3 By registering a Third Party, a Participant confirms to the Organiser that the Third Party meets the requirements set out in clause 1 above and that the Third Party contact details provided are accurate, correct and up to date. The Organiser will send a link to these terms and conditions to the email address provided for the Third Party. By participating in the Event, the Third Party will be deemed to have accepted these terms and conditions. If a Participant is found to be in breach of this clause, their entry shall be rendered void and the relevant Participant(s) and Third Parties shall be disqualified from the Event and the Organiser reserves the right to exclude the relevant Participants and Third Parties from participation in future events organised by the Organiser.
- 3.4 Subject to clause 10, the Participant may not transfer their entry or assign any of their rights or obligations under these terms and conditions, save in accordance with these terms and conditions and/or with the prior written consent of the Organiser. The Participant agrees that the entry cannot be given away for free or used as part of any form of business or commercial activity (save as expressly authorised by the Organiser). In particular, the entry may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotion use as a prize (including in competitions and sweepstakes), travel packages, or for any other trade purposes (save as expressly

authorised by the Organiser). Transfer, donation, give away, resale or attempted resale is grounds for cancellation of entry by the Organiser without refund or other compensation of any kind.

- 3.5 The Participant acknowledges that the Event is potentially physically strenuous and that they are aware of the associated medical and physical risks involved. By completing the Online Entry Form the Participant warrants to the Organiser that they are sufficiently fit and healthy to participate in the Event and agrees to be solely responsible for their actions, and the Organiser, its officers, agents, employees, affiliates, sponsors or medical advisers shall not be responsible for any injury or illness that the Participant may suffer as a result of their participation in the Event (unless caused by the negligence of the Organiser or its officers, agents, employees, affiliates, sponsors or medical advisers).
- 3.6 The Organiser reserves the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason (at the Organiser's discretion) including, without limitation if a Participant submits fraudulent results or does anything offensive or derogatory that may bring the Event into disrepute. The Participant confirms that they will not take part in the Event if they are suffering from any injury or illness which may impair their performance.
- 3.7 The Participant agrees to abide by all Event rules, regulations and instructions issued by or on behalf of the Organiser, all government rules and regulations that may be in effect at the time of the Event, or subsequently come into effect, any rules and regulations imposed by any venue and all applicable rules and regulations of the relevant sporting governing bodies including, where applicable, any doping rules and any road regulations, including but not limited to, the Highway Code. The Organiser is entitled to impose Event rules upon the Participant from time to time which will form part of these terms and conditions and all decisions and rulings by or on behalf of the Organiser shall be considered final. The Participant will comply with all instructions and guidelines given by the Organiser and all Event staff. The Participant understands that they will not be entitled to a refund of the Entry Fee (as defined in clause 5.1) if they are disqualified from the Event as a result of an infringement of these rules, regulations or instructions.
- 3.8 The Organiser shall be entitled at any point to refuse entry to the Event to any Participant or Team and/or to refuse to allow any Participant and/or Team to take part or continue to take part in the Event including, without limitation, if they have behaved in a manner which, in the reasonable opinion of the Organiser, has, or is likely to affect the safety of other Participants; or they use threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; in the reasonable opinion of the Organiser they fail when required to produce proof of identity or age; the Entry Fee has not been received by the Organiser; or if the Team supports or represents ideas or groups that are at odds with the Event Organiser's core beliefs. Any Team names deemed offensive shall not be allowed to participate.

4. RACE INFORMATION

- 4.1 All necessary race information pertaining to the Event is published on www.cambridgehalfmarathon.com/virtual/. It will not be posted to you in hard copy format. However, we will provide regular newsletters about the Event and inform Participants when new race information is available via email or on www.cambridgehalfmarathon.com/virtual/. Please note that details of the Event as published on the Online Entry Form, race information or FAQ's are subject to change. Details of any alterations to the race information will be made available on www.cambridgehalfmarathon.com/virtual/ no later than 5 days prior to the Event date. It is the responsibility of the Participant to ensure they have accessed the relevant information relating to the Event. It is the Participant's responsibility to make sure that their contact details, entered in the Registration Platform, are correct. The Organiser cannot be held responsible for being unable to send information if the details are incorrect.

5. PAYMENT

- 5.1 Each Team is required to pay an entry fee of £25 per Participant ("**Entry Fee**"). Payment must be made in full before entry links are issued and can be made either by using the Registration Platform or via invoice. All Teams wanting to pay via invoice must be 'onboarded' to the CSM Sport and Entertainment LLP finance system before an invoice can be issued. All invoices must be paid within 30 days or before the start of the Event, whichever is earlier. The Organiser reserves the right to remove any Team from the Event if payment is not received in full.
- 5.2 A Team can register Participants that are not pre-paid, but each Participant will need to pay the Entry Fee to be registered and join the Team.
- 5.3 If payment cannot be collected for any reason including, without limitation, due to insufficient funds, cover of account or revocation by the Participant (also at a later date), the Team cannot participate in the Event and may be charged a withdrawal fee.
- 5.4 All entry fees are inclusive of VAT at the prevailing rate (variable). If an entry is accepted the fee is non-refundable other than as otherwise stated in clause 9 of these terms and conditions.

- 5.5 Processing fees for use of the Registration Platform used to complete the Online Entry Form (currently Active Network) (the “**Registration Platform**”) will be chargeable in addition and such processing fees will not, under any circumstances, be refunded to any Participant or Team.
- 5.6 Unused entry links will not under any circumstances be refunded.
- 5.7 The Organiser will not be liable under any circumstances for any costs incurred by the Participant, including without limitation any accommodation and/or travel costs.

6. EVENT REGISTRATION

- 6.1 Participants will have their race pack sent to the postal address the Participant has provided. It is the Participant’s responsibility to make sure that their contact details, entered in the Registration Platform, are correct. The Organiser cannot be held responsible for loss of race pack if the details are incorrect.
- 6.2 If a Participant needs to change their details, they can do so by logging into the Registration Platform (www.active.com in My Events) up to 28 days before the start of the Event (1 February 2021). After this time changes must be notified to the Organiser by emailing info@osbevents.com or calling 01522 699950. A charge of £10 will apply if a replacement race and registration pack is issued.

7. TEAM OBLIGATIONS

- 7.1 As a continuing condition of entry into, and participation in, the Event each Team shall ensure that:
- 7.1.1 all payments due are made before the start of the Event;
- 7.1.2 all Participants are provided a copy of the rules of the Event;
- 7.1.3 if the Team disclose any personal data of their Participant’s in their team, they have the right to do; and
- 7.1.4 ensure all Participants follow all government guidance, rules and regulations that may in force at the time of Event, or subsequently come into force.

8. PARTICIPANT OBLIGATIONS

- 8.1 As a continuing condition of entry into, and participation in, the Event each Participant shall ensure that:
- 8.1.1 they do not provide any results that start earlier than the official start day of the Event (1 March 2021);
- 8.1.2 they record their activity and submit evidence through the Results Platform (www.resultsbase.net) before the end of the Event (midnight on 31 March 2021). This can be done either by registering a Garmin device when registering (making the process automatic) or manually through the Results Platform at www.resultsbase.net;
- 8.1.3 they will not attempt to falsify results when entering them into the Results Platform;
- 8.1.4 they choose safe routes for their runs and take all care not to endanger others;
- 8.1.5 they respect all rules and regulations in regard to any routes.
- 8.2 Should Participants breach the Participant Obligations, the Organiser reserves the right to (i) disqualify Participants from the Event, and (ii) exclude the Participant from participation in future events organised by the Organiser.
- 8.3 If two or more members of a Team are found to be falsifying, or the Event Organiser reasonably suspects that the Participant(s) have falsified results to give the Team an advantage, the whole Team will be disqualified from the Event and no refunds of any kind shall be payable by the Event Organiser.

9. WITHDRAWALS OF ENTRY PLACES

- 9.1 A Participant may withdraw from the Event at any time by contacting info@osbevents.com. Emails will be honoured from the date of receipt. Refunds of the Entry Fee will only be payable in the event of a withdrawal as set out below:
- Withdrawals before 31 December - 50% refund
 - From 1 January – No refunds
- 9.2 Registration Platform processing fees will not, under any circumstances, be refunded.
- 9.3 Participants gifted an entry free of charge will not be eligible for any refund (including any refund of any expenses) in the event of withdrawal by the Participant.
- 9.4 Refunds will be processed to the Participant or Team that paid the Entry Fee. If a Team has paid the Entry Fee, the Entry Fee shall be refunded to the Team and not to the Participant.

10. TRANSFER OF ENTRY PLACES

Only the Team Manager will be permitted to make changes to the Team. To change any Participants within a Team, the Team Manager must email info@osbevents.com.

11. DEFERALS

Due to the nature of the Event, deferrals are not possible.

12. CANCELLATION, ALTERATION AND TIMINGS OF EVENT BY THE ORGANISER

- 12.1 The Participant acknowledges and accepts that circumstances concerning the Event may change from time to time for reasons outside of the Organiser's reasonable control or otherwise, without the Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant save as expressly set out in these terms and conditions.
- 12.2 The Organiser may cancel the Event due to circumstances beyond the reasonable control of the Organiser including, without limitation, (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, or threats thereof; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government, public authority or governing body, including without limitation imposing any advice or restriction against events or gatherings, export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers or subcontractors (including any venue); and/or (ix) interruption or failure of utility service.
- 12.3 In the event of cancellation under clause 12.2, the Participant will not be entitled to any refund of any refund of: (i) the entry fee; (ii) any Registration Platform processing fees; or (iii) any other losses, such as travel or accommodation expenses. The Organiser reserves the right to change the date of the Event and if the Participant is unable to attend on the revised date, they have 7 days to inform the Organiser in writing from when the change in date is announced to receive a refund of their entry fee (excluding Registration Platform processing fees).
- 12.4 The Organiser reserves the right to alter the start time of the Event. In the event of a change of start time the Participant 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 the Event.
- 12.5 The Organiser reserves the right to amend the Event format, at its sole discretion. If the Event format, is changed the Participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format.

13. LIABILITY AND INSURANCE

- 13.1 Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Organiser and its affiliates from and for any liability, sum, costs, damages or expenses (including legal and professional fees) incurred by the Organiser and its affiliates in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in the Event or any part thereof (except where any such injury or death is caused by the negligence of the Organiser or any of its employees).
- 13.2 Under no circumstances shall the Organiser and its affiliates be liable to the Participant in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, charity funds, anticipated savings or wasted expenditure, or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of submitting the Online Entry Form) arising out of the Participant taking part in the Event or any other matter arising under these terms and conditions nor for an aggregate amount greater than the Entry Fee (excluding Registration Platform processing fees) paid by the Participant or Team (as applicable).
- 13.3 In the event of cancellation of the Event or a Participant's entry for any reason, the Organiser will have no responsibility for any costs or expenses incurred by a Participant as a result of cancellation, including any travelling or accommodation expenses.
- 13.4 Nothing in these terms and conditions shall exclude or limit the liability of the Organiser:
- 13.4.1 for death or personal injury caused by the Organiser's negligence;
 - 13.4.2 for fraud or fraudulent misrepresentation; or
 - 13.4.3 for any matter which it would be illegal for the Organiser to exclude or attempt to exclude liability.
- 13.5 The Organiser will not be liable for any actions of any spectators or other third parties.
- 13.6 The Organiser will endeavour to provide an Event totals for Participants however it cannot be held responsible for any computer result anomalies or any technical malfunctions.

14. COLLECTION AND USE OF DATA

- 14.1 The Participant agrees and consents to the Organiser using their personal details provided in their Online Entry Form as set out in the Privacy Policy (<https://www.cambridgehalfmarathon.com/privacy-policy-cookie-policy/>).
- 14.2 Each Participant's personal data, in addition as set out in the Privacy Policy, will be passed on to Results Base for the purposes of processing Event entries and results.
- 14.3 Teams registering Participants on their behalf warrant and represent to the Event Organiser that they have the right and authority to provide the Event Organiser with the Participants' personal data.
- 14.4 Any questions in regard to how your data is processed should be sent to info@osbevents.com.

15. COMMERCIAL PROVISIONS

- 15.1 Participation in the Event does not confer any rights (by implication or otherwise) on the Participant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of the Event.
- 15.2 No Participant shall engage in any form of "ambush marketing" (ambush marketing is an activity by a party which utilises the publicity value of the event without having any official involvement or connection with the Event) and shall not breach or infringe the rights of any sponsor or other party commercially associated with the Event, nor conduct unauthorised promotions or other commercial activity.
- 15.3 The Event Organiser reserves the right, at no recompense to the Participant, to repost any images on social media where the Event Organiser and/or the Event are tagged or otherwise mentioned. Where possible the Event Organiser shall attribute the image to the Participant.

16. MISCELLANEOUS

- 16.1 These terms and conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The Participant acknowledges and agrees that in submitting the Online Entry Form (and the documents referred to in it) they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person) other than as expressly set out herein.
- 16.2 If any provision of these terms and conditions is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the provision shall be amended in such a reasonable manner or it may be severed from the terms and in either event the remaining provisions shall remain in full force and effect.
- 16.3 These terms and conditions are governed by English Law and the English Courts shall have exclusive jurisdiction in relation hereto.