



## EVENT T&CS

### TERMS & CONDITIONS OF BALLOT FOR ENTRY TO THE TTP CAMBRIDGE HALF MARATHON 2021 ("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)**"). These terms and conditions do not apply to Charity Participants.
- 1.2 Participants must be at least 17 years old as at 17 October 2021 ("**Event Date**") and therefore only persons born on or before 17 October 2004 will be able to take part in the Event. Participants who will be aged 17 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 said Participant.
- 1.3 Participants are limited to one entry each. No bulk or third-party entries will be accepted, and duplicate entrants will be disqualified.
- 1.4 The ballot opens on 10 February 2021 and the closing date for receipt of entries is at 23:59 on 28 February 2021. Entries to the ballot must be made via the Event website.

#### 2. PAYMENT

- 2.1 Each Participant is required to pay a deposit of £10 ("**Fee**") (+ processing fee) when entering the ballot.
- 2.2 If a Participant is successful in the ballot, the Fee will be deducted from the overall entry fee payable in accordance with Event Terms and Conditions (linked in clause 3.3 below).
- 2.3 If a Participant is unsuccessful in the ballot, the Fee will either:
  - 2.3.1 be donated to the charity of the Participant's choice, selected when completing the ballot entry form; or;
  - 2.3.2 refunded (less any processing fees) to the original card the payment was made to you by 31 August 2021.
- 2.4 Processing fees will not, under any circumstances, be refunded to the Participant.

#### 3. PLACES

- 3.1 If a Participant is successful, they will be notified by email (subject to the Cambridge Safety and Advisory Group approval).
- 3.2 Once notified a Participant has 3 weeks from the date the email is sent to register and pay the remaining entry fee for the Event.
- 3.3 All entries to the Event, are subject to the Event Terms and Conditions, available here: <https://cambridgehalfmarathon.com/event-tcs/>.
- 3.4 Entries not received by the date specified in the email confirming their place, will be forfeited and the Organiser shall be entitled to draw further names from the ballot.
- 3.5 If a Participant is unsuccessful, they will be notified via email once all places for the Event have been filled and shall have the options set out in clause 2.3.

#### 4. WITHDRAWALS, TRANSFERS AND DEFERRALS

- 4.1 A Participant may withdraw from the ballot at any time until 31 April 2021 by contacting [info@osbevents.com](mailto:info@osbevents.com). Emails will be honoured from the date of receipt. Refunds will be payable in the event of a withdrawal as set out below. Please note processing fees will not, under any circumstances, be refunded to the Participant:
- 4.2 Entries to the Event can only be transferred in accordance with [Event Terms and Conditions](#).
- 4.3 Participants may not defer their entry to the ballot under any circumstances.

#### 5. GENERAL

- 5.1 There is no cash alternative and the race places are not transferable.
- 5.2 The Participant agrees that their ballot 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 ballot 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.

- 5.3 If a Participant needs to change their details, they can do so by logging into the Registration Platform account ([www.myevents.active.com](http://www.myevents.active.com)) before 1 May 2021. After this time changes must be notified to the Organiser by emailing [info@osbevents.com](mailto:info@osbevents.com) or calling 01522 699950.

## 6. LIABILITY

- 6.1 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 ballot entry) arising out of the Participant taking part in the ballot or any other matter arising under these terms and conditions nor for an aggregate amount greater than the Fee (excluding processing fees) paid by the Participant.
- 6.2 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.
- 6.3 Nothing in these terms and conditions shall exclude or limit the liability of the Organiser:
- 6.3.1 for fraud or fraudulent misrepresentation; or
- 6.3.2 for any matter which it would be illegal for the Organiser to exclude or attempt to exclude liability.

## 7. COLLECTION AND USE OF DATA

- 7.1 The Participant agrees and consents to the Organiser using their personal details provided in their ballot entry as set out in the Privacy Policy (<https://www.cambridgehalfmarathon.com/privacy-policy-cookie-policy/>).

## 8. MISCELLANEOUS

- 8.1 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.
- 8.2 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.
- 8.3 These terms and conditions are governed by English Law and the English Courts shall have exclusive jurisdiction in relation hereto.