

# Eden Project Marathon/Half Marathon

## Conditions of Entry

### 1 DEFINITIONS

In these Conditions the following definitions shall apply:

"Entry Form" means the on-line entry form which must be submitted in order to participate in the Event;

"Event" means the Eden Project Marathon and the Eden Project Half Marathon organised by the Event Organisers;

"Conditions" means these terms and conditions of entry for the Event;

"Event Date" means the announced date of the Event;

"Fee" means the fee payable by you in consideration of your participation in the Event as set out on the Entry Form;

"we", "us", "our", or "the Event Organisers" means: (1) the Eden Project, owned by the Eden Trust, a registered charity in England and Wales; and (2) St. Austell Running Club; and

"you", "your", "Participant" means the entrant to the Event named on the entry form or, where you are signing as a parent or guardian for a child aged under 18 for whom you are responsible, your child.

### 2 ENTRY

2.1 By submitting your application you are agreeing to enter into the Event and also agree to abide by these Conditions and any instructions given to you by the Event Organisers and officials of the Event.

2.2 You must pay the Fee at the time of entry upon submission of the Entry Form. No payment shall be deemed to have been received until the Event Organisers have received cleared funds and an acknowledgement and confirmation is sent to you from the Event Organisers.

2.3 No entries will be accepted on the Event Date.

2.4 The minimum age of entry is 18 years old on or before the Event Date (in the case of the Eden Project Marathon) and 17 years old on or before the Event Date (in the case of the Eden Project Half Marathon).

Where you are provided with an electronic chip by us to record your time, this should be used in accordance with the instruction.

2.5 Participants in the Event are subject to the UKA competition rules and the rules of the IAAF and England Athletics. If there is any conflict between these rules and the Conditions, the Conditions shall apply to the extent of the conflict.

### 3 EVENT SAFETY

3.1 At all times during the Event you must adhere to all instructions given by the Event officials.

3.2 Participation in the Event is personal to you; you are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event or allowing any other person to wear your Event number. Any breach of this Condition shall render the entry void. If you are found to be in breach of this Condition we reserve the right to exclude you from participation in future Events.

3.3 You are not permitted to use the following items in the Event:-

- (a) any wheeled device;
- (b) any artificial aid;
- (c) any pets or animals; or
- (d) any other item that could potentially inhibit the flow or safety of other participants or which we, in our reasonable opinion, deem may cause danger or risk of danger to you or other participants.
- (e) any headphones or similar devices other than those medically prescribed (to comply with UKA regulations)

3.4 You warrant to us that you will be on the Event Date, sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement. If you are in any doubt we recommend that you seek medical advice.

3.5 We reserve the right to impose cut-off times for sections of the Event to ensure the safe and proper running of the Event. If you do not meet any imposed cut-off times you may be asked to withdraw from the Event.

#### **4 EVENT EJECTION**

4.1 We reserve the right to refuse entry to the Event or to ask you to cease participation if:

- (a) you fail to follow instructions given by Event officials;
- (b) you attempt to participate in the Event in a manner that we, acting reasonably, believe:
  - (i) may cause injury to you or another participant;
  - (ii) may damage or harm the environment;
  - (iii) in our opinion is likely to cause offence; or
  - (iv) otherwise causes a risk or potential risk to health and safety;
- (c) in our opinion you are unfit to participate in the Event due to:
  - (i) the consumption or use of alcohol or drugs;
  - (ii) an injury or illness;
- (d) you fail to arrive at the start location at the specified time; or
- (e) you are unable to make sufficient progress in the Event to allow you to complete the event in line with timelines set by Event officials. Competitors will only be eligible for a medal and to feature in the results in they complete the course before the official cut off time as determined by the Event Organisers (subject to variation at the organisers' discretion).
- (f) If, in accordance with Condition 4.1, you are refused entry to the Event or we ask you to cease participation in the Event, you must remove your runner's identification number and electronic chip and return them to an Event official.

## **5 CANCELLATION BY YOU**

You are entitled to cancel your entry and receive a full refund of the fee, provided we receive written notice of cancellation within seven days of payment of the fee, as outlined in the terms and conditions. To do this please email eden@frsystems.co.uk or write to the Eden Project Marathon Event Administration, FR Systems Ltd, Unit 11, Evolution, Hooters Hall Road, Newcastle, Staffordshire, ST5 9QF. No refunds will be allowed after this seven-day cooling-off period.

If you withdraw from the Event at any other time before or during the Event you shall not be entitled to a refund of your Fee.

## **6 CANCELLATION BY US**

6.1 We may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, war, civil or political unrest, terrorism or inclement weather conditions.

6.2 In such circumstances:

(a) we will, if practicable, provide advance written notice of cancellation to you. In the event that written notice is not practicable due to the timescales involved we will use reasonable endeavours to provide other suitable methods of notice including, e-mail, mobile phone or text message; and

(b) you will receive a refund of the Fee.

6.3 In the event of cancellation of the Event we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs.

## **7 CHANGES TO THE EVENT**

7.1 We reserve the right to change the course, or make any other amendment to the Event that we deem necessary to stage the Event. Any change to the Event will be communicated to you at the Event or sooner if practicable. Subject to Condition 0, if we make any changes to the Event we will not incur any liability to you and you will not accrue any rights to withdraw from the Event.

If we change the Event Date and you are unable to attend the Event on the revised date, you are entitled to withdraw from the Event and receive a full refund of your entry Fee. To exercise this right you must notify the Event Organisers in writing within 14 days from the date when the change is announced. You should write to Eden Project Marathon Event Administration, FR Systems Ltd, Unit 11, Evolution, Hooters Hall Road, Newcastle, Staffordshire, ST5 9QF.

7.2 Should the course distance be reduced in accordance with Condition 7.1, for the avoidance of doubt, you agree that the Event is still deemed to be staged and that we will not be liable to you for any refund.

## **8 DATA PROTECTION**

8.1 For the purposes of this Condition 6, personal information includes medical data collected for health and safety purposes ("Personal Information").

8.2 You agree that the Personal Information relating to you can be stored, used by us and our Event partners, FR Systems, in connection with the organisation, staging and administration of the Event.

8.3 Medical information may also be used to allow medical assistance to be given to you.

- 8.4 You agree that the Personal Information relating to you may be anonymised and the anonymised data may be used by us and our Event partners in connection with the compilation of statistical information.
- 8.5 You agree that your name, image and contact details can be used by us and our Event partners for the purposes of:
- (a) the promotion and marketing of the Event;
  - (b) [adding you to a mailing list to keep you informed about any future events and services which we believe you might be interested in, such as leisure activities relating to either similar types of events or activities;
  - (c) promotional and marketing material in respect of similar events, other community based activities organised by our Event Partners, (together the "Marketing Information").
- 8.6 If you would not like us or our Event partners to use the Marketing Information or Personal Information other than for purposes related to your participation in the Event, please e-mail us at [infomanger@edenproject.com](mailto:infomanger@edenproject.com). You may also withdraw your consent by ticking the appropriate box on your application form.

## **9 USE OF IMAGE**

- 9.1 The Event may be televised, filmed and/or otherwise recorded and photographs may be taken all of which may capture your participation in the Event. You agree to the publication of such photographs, filming, recording and broadcasts and their use by us and those authorised by us in any way which we may see fit now or in the future including but not limited to film, broadcast, radio, TV, publications and publicity.
- 9.2 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.

## **10 LIABILITY**

- 10.1 In no event shall we be liable to you whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:
- (a) loss or damage;
  - (b) loss of profit;
  - (c) loss of reputation;
  - (d) loss of business, revenue or goodwill;
  - (e) loss of anticipated savings;
  - (f) pledges made on your behalf or by you to charity; or
  - (g) consequential or indirect loss, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.
- 10.2 The Event Organiser shall not be liable for any actions of any spectators or other third parties.
- 10.3 Nothing in this Agreement shall affect our liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

## **11 GENERAL**

- 11.1 These Conditions (and the documents or announcements 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.
- 11.2 No waiver by either Party of a breach or default of these Conditions shall be effective unless in writing and signed by both Parties and such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same nature.
- 11.3 The Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 11.4 If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.
- 11.5 The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

**Last updated: March 2023**