Run, walk or push to defeat dementia - Terms and Conditions

Definitions

“Event Organiser” means Sevenoaks District Council.
“Participant” means the person named on the Registration Form who will be participating in the Event.
“Event” means the event named on the Registration Form (Run, walk, push to defeat dementia).
“Entry Form” means the website page or the application form, which must be completed in order to participate in the Event.
“Primary Entrant” means anyone registering a Participant other than, or as well as, themselves.

Associated Risk

By registering for the Event, the Participant understands and agrees that he/she participates in the event entirely at his/her own risk and that no responsibility whatsoever shall attach to any Event sponsors, Event organiser, or any person involved in the organisation of the Event for any injury, accidents, loss or damage suffered in, or by reason of, the Event, however such may be caused. The Participant confirms that he/she is healthy and fit enough to complete in the Event. The Participant should be aware of the physically strenuous nature of this Event and the risks of participating, both medically and physically.

The Participant accepts that, should any medical or physical condition arise prior to the Event which is likely to affect his/her ability to compete, that this medical or physical condition will be reason to withdraw in accordance with these Terms & Conditions.

Prior to and during the Event, each Participant will be responsible for their own safety. Each Participant will take all reasonable care to ensure the safety of other Participants and will comply promptly with all instructions and guidelines given by the Event Organiser.

Entry

By submitting a Registration Form and paying a fee for entry into this Event, Participants understand and agree to abide by the terms and conditions and the instructions given by the Event Organiser.

Participants shall not be eligible or entitled to participate in the event until full payment of the entry fee has been received by the Event Organiser.

No payment shall be deemed to have been received until the Event Organiser has received cleared funds.

The Primary Entrant confirms that he/she is over the age of 18 and is responsible for providing the correct and required information for all Participants entered on the Entry Form. By agreeing to these terms as the Primary Entrant, he/she agrees to the Event Terms & Conditions on behalf of all Participants entered on the Registration Form.

Refund Policy

The Event Organiser operates a “seven day cooling off period”. The Participant is entitled to a refund of the full entry fee if the Event Organiser receives notification of withdrawal within seven days of payment of the entry fee, regardless of the proximity of entry to the Event date.

The Event Organiser reserves the right to not issue a refund once the cooling off period has finished.

The Participant is entitled to transfer their registration to another person free of charge. Transferring registration is available up until 7 May 2017.

You would need to email communities@sevenoaks.gov.uk and send in the required information.

Email Communication

The Event Organiser primarily uses email to communicate with Participants. By registering, Participants agree to receive emails regarding the Event.

The Event Organiser cannot be responsible if Event information does not reach the intended recipient by email. The onus is on Participants to ensure that their spam filters will allow Event Organiser emails through, for example, by adding to their email address books. The Event Organiser can only be responsible for ensuring that the email address provided is the one to which Event emails are sent. All specific Event emails and race information packs that are sent to competitors are also posted on the Council website.

Rules and Regulations

Any Participant that acts negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the Event or other Participants to cause the Participant’s removal from the Event, will not be entitled to a refund.

Event officials reserve the right to delay, cancel, alter the route or suspend the event due to inclement weather in accordance with the Event Organiser’s Emergency Protocols on severe emergencies and/or inclement weather. No refund will be issued in these circumstances.

Media and Photography

By registering for the Event, Participants understand and accept that media professionals may take photographs and video footage of the Event and Participants for use to publicise and promote the Event Organiser Events and sponsors.

Taking Part for a Charity

Entry to the Event will be acknowledged via a confirmation email. Participants understand that if they are taking part to raise money for a charity, they should not enter into any sponsorship agreements until they have received the confirmation email.

By accepting a place for the Event or by choosing to raise money for the cause during the entry process, Participants consent to the Event Organiser making their contact details available to the group concerned.

Liability / Responsibility

Whilst the Event Organiser takes every care with staging the Event, Participants acknowledge that personal accident and personal items insurance is their sole responsibility.

The Event Organiser shall not be liable to the Participant for any injury, 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. The Event Organiser shall not be liable to the Participant for any loss of business, revenue or profit, loss of reputation, anticipated savings or wasted expenditure, pledges made on the Participant’s behalf or to charity, other than in respect of any injury or loss arising as a result of the Event Organiser’s negligence.
Nothing in this agreement shall affect the Event Organiser’s liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

**Data Protection**

By registering for the Event, Participants agree that their personal information can be stored, used by the Event Organiser and Event partners in connection with the organisation, staging and administration of the Event.

By registering for the Event, Participants agree that their personal information and data may be used by the Event Organiser and Event partners in connection with the compilation of statistical information and to improve health and safety procedures at future events.

By registering for the Event, Participants agree that their name and contact details can be used by Event Organiser and Event partners for the purposes of:-

the promotion and marketing of the Event;

the compilation of a mailing list to keep Participants informed about any future events and services which the Event Organiser believes Participants might be interested in, such as leisure activities relating to either similar types of events or activities;

use for promotional and marketing material in respect of similar events, other community based activities organised by Event partners.

The Event Organiser shall take all necessary steps to ensure that personal information or marketing information pertaining or relating to Participants which comes into the possession or control of the Event Organiser or Event partners shall not be used or reproduced in whole or in part in any form except for the purposes outlined in these Terms & Conditions.

If Participants would not like the Event Organiser or Event partners to use the Marketing Information or Personal Information other than for purposes related solely to participation in the Event, Participants should e-mail the Event Organiser at communities@sevenoaks.gov.uk.

Participants may also withdraw consent for use of personal data by ticking the appropriate box on the Registration Form.

By registering for the Event, Participants are deemed to have agreed to the Terms & Conditions and will receive a limited number of welfare emails which will include training information and latest updates on the Event itself.

**Fees**

All Fees are inclusive of VAT at the rate of 20% VAT.

**Start Time Alterations**

The Event Organiser reserves the right to alter the start time of the Event. In the event of a change of start time, Participants 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 an Event provided the Event takes place on the specified date of the Event.

**Cancellation**

The Event Organiser reserves the right at any time to cancel, delay or postpone the race for any reason, including (without limitation) adverse weather conditions or unforeseen or unavoidable circumstances out of its reasonable control. In such cases, the Event Organiser will endeavour to inform Participants as quickly as is possible.

In the event of the Event being cancelled for any reason, absolutely no refunds will be given under any circumstances and the Event Organiser shall not be liable for any inconvenience, expense, cost, loss or damage suffered by entrants. Registration may not be deferred towards any future events.