

## **General Conditions of Entry to Great Swim Events (@ The Great Run Company Limited)**

In these Conditions the following definitions shall apply:

**"Agreement"** - the agreement between you and The Great Run Company Limited comprised of the Event Conditions and these Conditions of Entry;

**"Event"** - the event organised by The Great Run Company Limited;

**"Event Conditions"** - the terms and conditions, in addition to these Conditions of Entry, provided to you by The Great Run Company Limited in respect of the Event;

**"Event Date"** - the date of the Event;

**"Fee"** - the fee payable by you to The Great Run Company Limited in consideration of your participation in the Event, as specified on the Event website and Event entry platform;

**"we", "Great Swim"** - means The Great Run Company Limited trading as Great Swim;

**"you"** - means you the Event participant.

The Great Run Company Limited is a company registered in England and Wales (company number 03300783). Great Swim is a trading name of The Great Run Company Limited. The Great Run Company Limited is the merchant selling entries in the Event.

We reserve the right to change or add to these Conditions of Entry from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of the Event.

### **1. ENTRY**

1.1 By submitting your application and paying your Fee you are agreeing to enter the Event and also agree to abide by these Conditions of Entry, any Event Conditions and any instructions given to you by the organisers and officials of the Event.

1.2 Included in your swim pack will be an electronic chip to record your time, this should be used in accordance with the instructions in the information pack. You agree to return the electronic chip at designated points located near to the finish line of the Event. If you fail to return the electronic chip, we will be entitled to charge you £10/€10 for the replacement cost of the chip.

### **2. CHANGE OF ADDRESS**

2.1 If your address details change after you have submitted your application, you can contact us [here](#) and a member of our team will update this for you.

2.2 We take no responsibility for items lost or misplaced in the post or, if you fail to comply with condition 2.1, for items despatched to the wrong address

### **3. EVENT SAFETY**

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

3.2 Wetsuit use is optional at all Great Swim events for water temperatures of 15°C or above. Swimmers choosing not to wear a wetsuit MUST use an approved high visibility tow float. This only applies to swimmers aged over 16 years old. Swimmers aged under 16 will be required to wear a wetsuit.

3.3 Your participation in the Event is personal to you, you are strictly prohibited from swapping, selling or transferring your place in the Event or allowing any other person to wear your swim hat and participate in your

place. If you are found to be in breach of this Condition we reserve the right to exclude you from participation in future Events.

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

3.4.1 flippers;

3.4.2 hand paddles;

3.4.3 snorkels;

3.4.4 personal audio entertainment equipment (e.g. mp3 players); or

3.4.5 any other floatation device or swimming aid that could potentially inhibit the flow of safety of other participants or which we, in our reasonable opinion, deem may cause danger or risk of danger to you or other participants.

3.5 No fancy dress will be permitted that will inhibit the participants ability to swim safely or may cause danger or risk of danger to other participants.

3.6 You warrant to The Great Run Company Limited that you are, and will be on the Event Date, sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement, and have undertaken appropriate swim training to enable you to complete the distance of the swim Event that you have entered.

#### **4. EVENT EJECTION**

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

4.1.1 you fail to follow instructions given by Event officials;

4.1.2 you attempt to participate in the Event in a manner that we, acting reasonably, believe:-

(a) may cause injury to you;

(b) may cause injury to another participant;

(c) may damage or harm the environment;

(d) is likely to cause offence; or

(e) otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in Condition 3 above (Event Safety);

4.1.3 in our opinion you are unfit to participate in the Event due to:-

(a) the consumption of alcohol;

(b) the use of drugs;

(c) an injury or illness; or

4.1.4 you fail to arrive at the start check in at the specified time; or

4.1.5 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 in their absolute discretion and as identified by the last support craft.

4.1.6 you take part in any ambush marketing activity.

#### **5. CANCELLATION BY YOU**

5.1 You should inform The Great Run Company Limited immediately, [in writing here](#), if you incur an injury or develop a medical condition which prevents you from participating in the Event and need to withdraw. Refunds will be accepted (as a result of injury or medical condition) at least eight weeks prior to the event otherwise we will be unable to stop your event pack being sent. After this time no refund will be offered. Refunds will not be possible for any other eventuality.

Entries are non-transferable either to a different participant or to subsequent Great Swim events in future years.

5.2 We reserve the right to retain £5.00 from any refund given in accordance with condition 5.1 as a contribution to administration costs.

#### **6. CANCELLATION BY THE GREAT RUN COMPANY LIMITED**

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:

6.2.1 We will endeavour to stage the Event at a later date either at the same venue or at an alternative venue.

Any changes to the Event will be communicated to you at the earliest possible time.

6.2.2 You will have the right to take part in the re-staged Event;

6.2.3 If you are unable to take part in the re-staged Event you will receive a refund of the standard entry fee only.

6.3 If we are unable to reorganise the event in accordance with Condition 6.2.1 you will receive a refund of the standard entry fee only. Any booking fee paid will not be refunded.

6.4 If you are refunded under Condition 6.2.3 or Condition 6.3 then The Great Run Company Limited reserve the right to retain £5.00 from the refund of the Fee as a contribution to administration costs.

6.5 In the event of ongoing national restrictions preventing the Event taking place as planned, we will endeavour to stage the Event at a later date either at the same venue or at an alternative venue. All entrants will be automatically transferred to the subsequent staging of the Event. Any changes to the Event will be communicated to you at the earliest possible time.

6.6 In the event of cancellation or postponement of the Event under any circumstances we will have no responsibility for any costs incurred as a result of cancellation or postponement.

6.7 The Great Run Company Limited reserves the right to cancel the Event if one month before the Event Date we have not, in our sole discretion, received sufficient number of applications to ensure that there are enough participants to make the Event economically viable.

## **7. DATA PROTECTION**

7.1 You agree that your Personal Information can be stored, used by The Great Run Company Limited and our Event partners in connection with the organisation, staging and administration of the Event.

7.2 You agree that your Personal Information may be anonymised and the anonymised data may be used by The Great Run Company Limited and our Event partners in connection with the compilation of statistical information and to improve health and safety procedures at future events.

7.3 You agree that your name, image and contact details can be used by The Great Run Company Limited and our Event partners for the purposes of:-

7.3.1 the promotion and marketing of the Event;

7.3.2 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;

7.3.3 promotional and marketing material in respect of similar events, other community based activities organised by our Event Partners, (together the "Marketing Information"). If you object to such, please see Condition 7.5.

7.4 We shall take all necessary steps to ensure that Personal Information or Marketing Information pertaining or relating to you which comes into the possession or control of The Great Run Company Limited or our Event partners shall not be:-

7.4.1 used or reproduced in whole or in part in any form except for the purposes outlined in these Conditions;

7.4.2 disclosed to any person not authorised by you to receive it; or

7.4.3 altered, deleted, added to or otherwise interfered with (except where expressly permitted by these Conditions).

7.5 If you would not like The Great Run Company Limited or our Event partners to use the Marketing Information or Personal Information other than for purposes related solely to your participation in the Event, [please e-mail The Great Run Company Limited here](#). You may also withdraw your consent by ticking the appropriate box on your application form.

7.6 By agreeing to the terms and conditions you will receive a limited number of information emails which will include training information and latest updates on the Event itself.

7.7 By agreeing to the terms and conditions you warrant that you will not take part in any ambush marketing activity in respect of the Event

## **8. CHANGES TO THE EVENT**

8.1 We reserve the right to reduce the course distance, 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.

8.2 Should the course distance be reduced as per clause 8.1 above 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

## **9. USE OF IMAGE**

9.1 The Event may be televised, and photographs may be taken which capture your participation in the Event. You agree to the publication of photographs and broadcasts of your image which accurately depict your participation in the Event.

9.2 Whilst we will make reasonable endeavours to capture a photograph of every event participant which will then be offered to each participant for purchase, we do not offer a guarantee that images will be captured.

## **10. FINISHERS ITEMS**

You will only receive finishers items if you complete the Event. No finishers packs will be provided to spectators or participants who do not complete the Event. Great Swim reserves the right to change the style, size and type of mementos offered to finishers.

## **11. TAKING PART FOR A CHARITY**

11.1 Your entry to the Event will be acknowledged via a confirmation email. If you are taking part to raise money for a charity you should not enter into any sponsorship raising until you receive this email.

11.2 By accepting a charity place for the Event or by choosing to raise money for a charity during the entry process you consent to The Great Run Company Limited making your contact details available to the charity concerned, and to passing your name and email address to our online fundraising partner, Enthuse, to enable the creation of a fundraising page. You can request that your fundraising page is removed by contacting us [here](#).

## **12. MEDICAL CONDITIONS**

12.1 It is strongly recommended that you train for the Event and prepare for the challenge. If you have not exercised before or for some time, you should consult your doctor before commencing your training for the Event.

## **13. LIABILITY**

13.1 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:

13.1.1 loss or damage;

13.1.2 loss of profit;

13.1.3 loss of reputation;

13.1.4 loss of business, revenue or goodwill;

13.1.5 loss of anticipated savings;

13.1.6 pledges made on your behalf or by you to charity; or

13.1.7 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.

13.2 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.

13.3 We shall procure and maintain appropriate third-party liability insurance for the Event for our own benefit. You:

(a) acknowledge that you are not entitled to benefit under such insurance where any claim is made against you by a third party for death, personal injury or damage to property arising out of or in connection with your negligent actions or omissions whilst participating in the Event; and

(b) shall indemnify us and keep us indemnified against any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with your negligent actions or omissions whilst participating in the Event

#### **14. REFUND POLICY**

14.1 Once we have confirmed your participation in the Event we will not provide any refund if you choose to cancel the Agreement other than in accordance with Condition 5.

#### **15. GENERAL**

15.1 If there is a conflict or inconsistency between any provision contained in the body of these Conditions of Entry and any provision contained in any Event Specific Conditions, except where provided to the contrary in the latter, the Event Specific Conditions prevail to the extent of the conflict or inconsistency.

15.2 The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

15.3 If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

15.4 The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

15.5 Nothing in the Agreement shall have the effect of holding the Partners out as being a partnership, joint venture, principal or agent of each other or of The Great Run Company Limited.