

## 13 VALLEYS ULTRA EVENT ENTRY TERMS

### General Conditions of Entry to 13 Valleys Ultra (© The Great Run Company Ltd)

In these Conditions the following definitions shall apply:

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

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

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

**"Event Date"** - the date of the Event, as specified in the Event Conditions;

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

**"we", "13 Valleys Ultra"** - means The Great Run Company Ltd trading as 13 Valleys Ultra;

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

The Great Run Company Ltd is a company registered in England and Wales (company number 03300783). Great Run is a trading name of The Great Run Company Ltd. The Great Run Company Ltd 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 Specific Conditions and any instructions given to you by the organisers and officials of the Event.
- 1.2. To participate in the Event you must be older than the minimum permitted age on the Event Date for the Event distance as detailed in this Condition
  - 1.2.1.2 Valleys 17 years of age
  - 1.2.2.5 Valleys 20 years of age
  - 1.2.3.7 Valleys 20 years of age
  - 1.2.4.13 Valleys 20 years of age
  - 1.2.5. Future Valleys 3-16 years of age
- 1.3. Your entry is individual to you, and you may not transfer your entry to a different participant or to a different event.
- 1.4. If your entry is accepted the fee is non-refundable other than as otherwise stated in the agreement.
- 1.5. Included in your Event entry will be a tracking device given to you at kit check. It is your responsibility to return this to the organisers when your participant in the Event is over. The organisers reserve the right to charge for a replacement should this device become lost, stolen or damaged while it is in your possession.
- 1.6. Participants in the Event are subject to the competition rules as dictated by the governing body. If there is any conflict between the competition rules and the Agreement, the Agreement shall apply to the extent of the conflict.
- 1.7. Due to the requirement for participants to be self-supported during this Event, the nature of the terrain and the requirement for self-navigation throughout the route this Event is unsuitable for individuals with a visual impairment or those who require medical assistance.
- 1.8. An entrant shall be deemed to have made him/herself/their self, familiar with, and agreed to be bound by the UK Athletics Anti-Doping Rules and to submit to the authority of UK Anti-Doping in the application and enforcement of the Anti-Doping Rules. The UK Athletics Anti-Doping Rules apply to entrants participating in the sport of

Athletics, for 12 months from the date of entering the event, whether or not the participant is a citizen of, or resident in, the UK.

## **2. Change of Address**

- 2.1.** If your address and/or other contact details change after you have submitted your application, you can contact us [here](#).
- 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 dispatched to the wrong address.

## **3. Event Safety**

- 3.1.** The Organiser has an obligation to ensure that the Event is as safe as possible without diminishing the nature of the challenge. The Participant must however, ultimately take responsibility for their personal safety
- 3.2.** You understand and acknowledge that the Event is a potentially hazardous activity and participation may result in serious injury, disablement and/or death to the participant or others. You accept that there are a multitude of different risks associated with your participation in the Event. These include but are not limited to
  - 3.2.1.** Moving on challenging terrain including at night
  - 3.2.2.** Wayfinding including at night
  - 3.2.3.** Exposure to extremes of weather
  - 3.2.4.** The extreme physical challenge
- 3.3.** You are responsible for your own actions, safety and any injury sustained during the Event. By entering the Event you confirm to the organiser that you are experienced enough to make a reasoned decision about whether to participate in the Event or to retire from the Event rather than jeopardise your own or other people's safety.
- 3.4.** At all times during the Event you must adhere to all instructions given by the Event officials.
- 3.5.** It is your responsibility to ensure that you have the correct equipment, footwear and clothing for the Event, including, but not limited to the mandatory equipment list. The organisers reserve the right to prevent you from starting the event if you do not have all equipment listed on the mandatory equipment list.
- 3.6.** You are not permitted to be accompanied by your pets or other animals when participating in the Event.
- 3.7.** Your participation in the Event is personal to you, you are strictly prohibited from swapping or selling your place in the Event or allowing any other person to wear your Event number and participate in your place. If you are found to be in breach of this Condition 3.4 we reserve the right to exclude you from participation in future Events.
- 3.8.** All Event participants must display a valid running number at all times. Unregistered participants are not permitted into the start or finish area and will be removed from the course by security. Check points will be located at entry points to the start area and on the route.

Resources of the Event organisers, including medical and safety services, along with event supplies for drink stations and finishers packs, are reserved solely for registered entrants. Any unregistered runner intending to participate should seriously reconsider as they pose a serious safety risk. Any unregistered participants should be reported to the nearest official.

- 3.9.** You are not permitted to use the following items in the Event:-
  - 3.9.1.** electric or motorised wheelchairs;
  - 3.9.2.** cycles, hand cycles, electric or motorised cycles or scooters;
  - 3.9.3.** 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.
- 3.10.** The Event is a long distance running event where participants must be self supported for large parts of the route. You are responsible for ensuring that you have appropriate footwear and clothing for the event, taking into consideration the likely, changeable weather conditions and the long duration of the event. Fancy dress

costumes are not appropriate and are not permitted in the Event.

- 3.11.** This Event is staged on public footways that remain open to the public throughout the Event. Participants do not have any preferential rights of way at any point on the course. The course contains various surfaces including, but not limited to, grass, footpath, road, trail, woodland, steps, riverbank. You should at all times take due care and pay attention to regulations indicated on any permanent or temporary signage in place.
- 3.12.** No roads are closed to traffic during this Event and as such any highway is likely to contain live traffic. It is your responsibility to pay attention to traffic conditions at all times, and in particular you must cross highways at designated crossing points where they are in place.
- 3.13.** You warrant to The Great Run Company Ltd 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. If you are in any doubt we recommend that you seek medical advice before the Event.

You also warrant that you have sufficient experience of taking part in long distance running events and have undertaken sufficient training to ensure that you can complete the Event distance.

#### **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:-
    - 4.1.2.1. may cause injury to you;
    - 4.1.2.2. may cause injury to another participant;
    - 4.1.2.3. may damage or harm the environment;
    - 4.1.2.4. is likely to cause offence; or
    - 4.1.2.5. 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:-
    - 4.1.3.1. the consumption of alcohol;
    - 4.1.3.2. the use of drugs;
    - 4.1.3.3. an injury or illness; or
  - 4.1.4. you fail to arrive at the start location 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 explained in the Event information (found on the Event website), and set by Event officials.
  - 4.1.6. you take part in any ambush marketing activity
  - 4.1.7. you are not carrying the mandatory equipment as specified in the pre-event literature

#### **5. Cut Off Times**

- 5.1.** This Event will have strict cut off times that will be enforced. The cut off times are to ensure that all participants can complete the course in a reasonable amount of time. These cut off times are stipulated on the Event website and will be communicated again at the start of the Event.

You understand that if you do not reach the designated check points by the stipulated cut off times you will not be permitted to continue and to complete the Event.

#### **6. Cancellation by You**

- 6.1.** You should inform The Great Run Company Ltd immediately, in writing by contacting us [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) up to ten weeks prior to the Event. From ten weeks to the event date and closer no refund will be offered. Refunds will not be possible for any other eventuality.

Entries are not transferable to any other event staged by The Great Run Company Ltd.

**6.2.** We reserve the right to retain £5.00 from any refund given in accordance with condition 6.1 as a contribution to administration costs.

## **7. Cancellation by The Great Run Company Ltd**

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

**7.2.** In such circumstances:-

7.2.1. 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;

7.2.2. you will have the right to take part in the re-staged Event; and

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

**7.3.** If we are unable to reorganise the event in accordance with Condition 6.2.1 you will receive a refund of the entry fee only. For the avoidance of doubt, if you opted to purchase Refund Protect when entering the Event we will not refund this payment since this product is not sold and delivered by The Great Run Company Ltd. Please refer to the Refund Protect terms and conditions presented to you at the time of purchase.

**7.4.** If you are refunded under Condition 7.2.3 or Condition 7.3 then The Great Run Company Ltd reserve the right to retain £5.00 from the refund of the Fee as a contribution to administration costs.

**7.5.** 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 new date of the postponement. Any changes to the Event will be communicated to you at the earliest possible time.

**7.6.** 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.

**7.7.** The Great Run Company Ltd 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.

## **8. Payment Plans**

**8.1.** Participants must have read the LDT Payment Plan Terms for Participants presented during the entry process.

**8.2.** Participants who have opted for a payment plan must adhere strictly to the agreed instalment schedule to secure their purchase. Failure to complete the payment plan as agreed will result in the forfeiture of the purchase, including any payments made up to that point.

**8.3.** Withdrawals and Cancellations

8.3.1. Our General Condition of Entry 6 (Cancellation by you) and Condition 7 (Cancellation by Nova International Limited) apply to participants who have opted for a payment plan.

8.3.2. If refunds are applicable the amount will be equal to the Payment Plan instalments made, less a £5 administration fee.

**8.4.** Refunds and Refund Protection

8.4.1. Refunds for cancelled purchases or claims made under refund protection will be processed in accordance with the Refund Protect terms specified at checkout. Participants who have purchased refund protection should refer to those specific terms for detailed information on how to claim a refund.

**8.5.** For any queries or to request changes to your payment plan, you can contact us [here](#).

## **9. Data Protection**

- 9.1. You agree that your Personal Information can be stored, used by The Great Run Company Ltd and our suppliers and Event partners in connection with the organisation, staging and administration of the Event.
- 9.2. You agree that your Personal Information may be anonymised and the anonymised data may be used by The Great Run Company Ltd and our Event partners in connection with the compilation of statistical information and to improve health and safety procedures at future events.
- 9.3. You agree that your name, image and contact details can be used by The Great Run Company Ltd and our Event partners for the purposes of:-
  - 9.3.1. the promotion and marketing of the Event;
  - 9.3.2. 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;
  - 9.3.3. the promotion and marketing of similar events, other community based activities organised by our Event Partners, (together the "Marketing Information").

If you object to such, please see Condition 9.5.

- 9.4. 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 Ltd or our Event partners shall not be:-
  - 9.4.1. used or reproduced in whole or in part in any form except for the purposes outlined in these Conditions;
  - 9.4.2. disclosed to any person not authorised by you to receive it; or
  - 9.4.3. altered, deleted, added to or otherwise interfered with (except where expressly permitted by these Conditions).
- 9.5. If you would not like The Great Run Company Ltd 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 contact The Great Run Company Ltd [here](#). You may also withdraw your consent by ticking the appropriate box on your application form.
- 9.6. By agreeing to the terms and conditions you will receive a number of information emails which will include training information and latest updates on the Event itself.
- 9.7. 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.

## 10. Changes to the Event

- 10.1. 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, including but not limited to where the change is necessary for the safety of participants, spectators or the public at large, or where necessary due to external factors outside of our control (such as flooding, route blockages etc). Any change to the event will be communicated to you at the Event or sooner if practicable.
- 10.2. Should the course distance be reduced as per clause 10.1 above for the avoidance of doubt you agree that the event is still deemed to be staged and will not be liable for any refund.

## 11. Use of Image

- 11.1. The Event may be televised, filmed and/or otherwise recorded 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.
- 11.2. 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.

## 12. Finishers Items

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

### **13. Taking Part for a Charity**

**13.1.** 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.

**13.2.** If charity places are offered, by accepting a charity place for the Event or by choosing to raise money for a charity during the entry process you consent to Nova International Limited making your contact details available to the charity concerned.

### **14. Medical Conditions**

**14.1.** It is imperative 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.

**14.2.** You must complete all the required contact and medical information fields on the back of your race number prior to participating in the Event. Medical information will only be used to allow medical assistance to be given on the Event date.

### **15. Liability**

**15.1.** 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:

15.1.1. loss or damage;

15.1.2. loss of profit;

15.1.3. loss of reputation;

15.1.4. loss of business, revenue or goodwill;

15.1.5. loss of anticipated savings;

15.1.6. pledges made on your behalf or by you to charity; or

15.1.7. consequential or indirect loss, regardless of whether the loss or damage:

15.1.7.1. would arise in the ordinary course of events;

15.1.7.2. is reasonably foreseeable; or

15.1.7.3. is in the contemplation of the parties, or otherwise.

**15.2.** 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.

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

15.3.1. 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

15.3.2. 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.

### **16. Refund Policy**

**16.1.** 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 6.

### **17. General**

**17.1.** 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.

- 17.2.** The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.
- 17.3.** If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.
- 17.4.** The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.
- 17.5.** 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 Ltd.

## **Terms & Conditions of Use (iTAB)**

These T&Cs govern your purchase of the iTAB product. There are separate T&Cs relating to your Event entry.

The Great Run Company Limited has appointed My Sporting Times (MST) as the official iTAB partner to sell and supply iTAB medal inserts to participants at Great Run Company Limited events. The Great Run Company Limited is the merchant of record and will collect payment for iTAB orders placed during your Event entry or through the Great Run website.

By purchasing the iTAB product you agree to The Great Run Company Limited passing your name, address, finish time, bib number and email address to MST in order that they can fulfil your purchase. Furthermore you agree to be bound by MST's iTAB Terms & Conditions of Use (T&Cs) as stated below. A participant purchasing an iTAB product who subsequently does not participate in the event will not be entitled to a refund.

Please direct any queries about the iTAB product and/or its distribution to [info@mysportingtimes.com](mailto:info@mysportingtimes.com). The Great Run Company Limited is not responsible for the production or distribution of the product.

iTAB Terms & Conditions of Use (T&Cs)

### **1. General**

These T&Cs govern the general use of the iTAB medal insert and ribbon attachment medal personalisation products; by electing to purchase the iTAB medal personalisation option you agree to be bound by the T&Cs detailed below. My Sporting Times (MST) reserve the right to change the T&Cs without notice and your continued use of the product (or any part thereof) following such change will be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the T&Cs have been changed.

### **2. Personal Information**

MST will treat all Personal Information as confidential and will only use the information we collect about you lawfully (in accordance with the Data Protection Act 1998). By electing to purchase the iTAB medal personalisation option you consent to the collection and use of this information by us and any 3rd Party vendor of the iTAB medal personalisation service.

You warrant that:

The Personal Information which you provide is true, accurate, current and complete in all respects; you will notify us immediately of any changes to the Personal Information by email at [info@mysportingtimes.com](mailto:info@mysportingtimes.com); you agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Information and /or User Information, we are entitled do so.

### **3. Liability**

MST shall not be liable for incidental or consequential damages or expenses implied or otherwise when using the iTAB medal insert and ribbon attachment medal personalisation products. This includes, but is not limited to, personal injury, damage to property, lost income or profits, economic or commercial losses and third party claims.

This warranty and our terms do not affect your statutory rights.

### **4. Third Parties**

MST shall not be held responsible for validating, and do not warrant the offerings of, any third party companies or individuals or the content of their respective websites and shall not be held responsible for the accuracy of the information presented. It is your responsibility to review their respective Terms and Conditions of use and MST shall not be liable for incidental or consequential damages or expenses implied or otherwise when using third party websites.

### **5. Orders**

If you elect to purchase the iTAB medal personalisation option through a third party vendor MST will treat that action as an offer to buy and at this time we enter into a contract with you. Completion of this contract will take place when we despatch the ordered iTAB medal personalisation product to you, unless we have notified you that we do not accept your order.

### **6. Shipping of Goods**

MST will deliver all orders, where possible, via Royal Mail or selected couriers. We will always endeavour to despatch orders as quickly as possible but we accept no liability to you for any delay in the delivery of products ordered.

## **7. Complaints**

In the event that you have any cause for complaint with regard to the iTaB medal personalisation products or services please email us at [info@mysportingtimes.com](mailto:info@mysportingtimes.com) or write to us at My Sporting Times Limited, The Studio, Butlers Lands Farm, Mortimer, Reading, RG7 2AG.

If you have any questions in respect of these Terms and Conditions, please contact [info@mysportingtimes.com](mailto:info@mysportingtimes.com).

If you do not agree to be bound by these terms and conditions, please do not elect to purchase the iTaB medal personalisation products or services