

## AJ Bell World Triathlon Leeds 2020 – Terms and Conditions

“The Organiser” – British Triathlon, PO BOX 25, Loughborough, Leicestershire, LE11 3WX]

“The Event” – AJ Bell World Triathlon Leeds to be held on 6/7 June 2020.

“The Participant” – Individual(s) who wish to enter or have entered the Event via the designated entry process.

### 1. Conditions of Entry

By completing the designated entry process participants are agreeing to abide by the following terms and conditions.

### 2. Completion of Entry process

It is the Participant’s responsibility to provide accurate and truthful information when completing the entry process, any errors in data entered are the responsibility of the participant.

If at any point the Organiser discovers that the Participant has provided false or inaccurate personal information, or that the information provided makes the participant ineligible to participate in the Event, the organiser reserves the right to refuse entry or disqualify the Participant, without any refund of the entry fee and booking fee.

### 3. Payment

Each Participant is required to pay the entry fee in full at the time of entry, along with any booking fees which may apply. Until full payment is received the entry will not be accepted.

Once payment is received and entry is confirmed, the fee is non-refundable other than otherwise stated within section 5 of these terms & conditions.

Booking fees are paid in consideration of (and to meet the costs of) the entries process and non-refundable in all circumstances (including those covered within section 5).

### 4. Confirmation of entry

Entry to the event is confirmed upon completion of the entry process and payment of the entry fee. Entry will be confirmed via email to the email address provided by the Participant.

### 5. Competitor withdrawal policy & refunds

If the Participant wishes to withdraw from the Event at any point they must do so by informing the Organiser by email immediately to [leeds@britishtriathlon.org](mailto:leeds@britishtriathlon.org); you must ensure that the email subject title is stated clearly as “WITHDRAWAL”. No other method of withdrawal is accepted by the Organiser. The Organiser will confirm the withdrawal by email to the Participant normally within 5 working days. If no response to the withdrawal request is received the Participant should phone the Organiser on 01509 226161.

No refunds can be given to participants withdrawing after 5pm. on TUESDAY 1 JANUARY 2020.

A Participant may withdraw and be refunded in full (but not in respect of the booking fees) up to 14 DAYS after the date of entry confirmation, after which time the entry fee will not be refunded in full. Participants withdrawing by 23:59 on MONDAY 31

DECEMBER 2019 will receive a 50% refund. No refunds will be issued after this date.

Please note – once entered the booking fee cannot be refunded in any circumstances, the booking fee is paid for the entries service which is fully consumed once a Participants entry is accepted.

#### 6. Merchandise Returns Policy

All refunds and exchanges are to be processed directly by the Organiser. If you require a refund and are entitled to one you must contact the Organiser directly by contacting [leeds@britishtriathlon.org](mailto:leeds@britishtriathlon.org)

All additional purchases made at the point of Event entry are subject to each individual supplier's refund and exchange policies (you must read the supplier's terms and conditions to establish and understand what these are in each case). Please contact your supplier for specific details.

Details of all merchandise suppliers can be found by emailing [leeds@britishtriathlon.org](mailto:leeds@britishtriathlon.org)

Items of merchandise or additional purchases supplied by the Organiser (as opposed to a third party supplier) within the Entry process can only be exchanged or refunded if they are the wrong size, defective, not as described or arrive damaged and are received back with the Organiser within 35 days of purchase in its original condition.

By original condition, we'd expect this to mean that you've kept packaging and labels, and that the item is undamaged and unused.

Once returned, we'll refund the person who originally placed and paid for the order. Where a product has been made to measure or personalised for you, unless faulty, we're unable to refund or offer an exchange. This applies to the medal engraving product.

If you need to return an item, you are responsible for paying your own shipping costs. The Organiser will deduct the cost of shipping a replacement item from your refund.

This does not affect your statutory rights.

#### 7. Transfer & Swapping of entries

The swapping of entries is not permitted under any circumstance. Swapping entries outside of British Triathlon is strictly forbidden as it invalidates the event insurance, and places the individual's health & safety at the event at risk. Any participants and other involved individuals who are found to have swapped their entries will be banned from participating in all future events promoted by the Organiser, and referred to the relevant Home Nation Association who may choose to implement further disciplinary action.

Entries cannot be deferred to the next staging of the Event or to another event delivered by the Organiser.

#### 8. Race information

All race information required to participate in the event is published on the event website. It is the participant's responsibility to read, understand and abide by the race information. The event organiser reserves the right to change the race information at any time without notice.

## 9. Registration

Details of the registration process are contained within the race information. It is the responsibility of the competitor to attend registration during the published times. All participants are required to attend registration to collect their race packs, those unable to attend may nominate another individual to collect their race pack if that individual is in possession of the entry confirmation email and a form of photo ID of the participant.

All participants must have photo ID (drivers licences, passport, British Triathlon Home Nation membership card etc.) to register for the event and be issued their race pack.

Race packs will not be posted out, and can only be collected during the published times.

Participants who do not register for the Event will have their right to participate withdrawn without any refund, and will not be entitled to their race pack or any of its contents after the Event.

## 10. Photography

The participant acknowledges that the Event is a high profile, public event that will attract media coverage and that images and footage from the event may be published, streamed or broadcast in a variety of media by different content providers outside of the Organiser's control.

The Organiser itself may use quotes, images, photographs and video taken by its own contracted photographers and employees at the Event for the purposes of promoting, reporting and broadcasting both the Event and the activities of the Organiser more generally in accordance with its Event privacy policy which can be found at <https://www.britishtriathlon.org/about-us/governance/privacy-notice> Individuals should address concerns regarding the use of their image by the Organiser to the Organiser in accordance with the Organiser's Event privacy policy <https://www.britishtriathlon.org/about-us/governance/privacy-notice>. Concerns regarding the use of images or footage by other media outlets or content providers should be addressed to the relevant media outlet or content provider directly.

## 11. Competition Rules

The event is run in accordance with British Triathlon Federation Rules, which can be viewed at [www.britishtriathlon.org](http://www.britishtriathlon.org); except for the elite races that will be run under the ITU's sport technical and competition rules.

It is the participant's responsibility to know and abide by the rules, and to ensure their equipment and its use complies with the rules.

Where cut-off times apply, the organiser reserves the right to remove participants who do not meet those times or have no chance of meeting those times. In this case no refund will be made to the participant. Cut-off times for the Olympic Distance is 4 hours. Sprint Distance is 2 hours 15 minutes. There are also cut off times for participants exiting T2, which are confirmed in the Athlete Guide.

Participants who do not reach the Headrow (City Centre run loop) 15 minutes prior to the start of the elite race will be escorted to the finish line, but may not be able to compete the full run course.

## 12. Event Changes

The organiser reserves the right to amend the event at its sole discretion due to

circumstances beyond its control, by way of changing distances or disciplines. This also includes the right to alter start times in these circumstances.

### 13. Event Cancellation

If the event is cancelled for reasons beyond the Organisers control, including without limitation fire, storm, act of terrorism, "act of god", serious medical incident, then the Participant will not be entitled to any refund or compensation of other losses.

### 14. Liability

Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Organiser from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Organiser to any person (including the Participant and/or any of the Participant's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in the Event or any part thereof (except where any such injury or death is caused by the negligence of the Organiser or any of its employees) and the Organiser's liability to the participant is excluded to the fullest extent permissible by law.

Other than as stated below, the Organiser shall not be liable for any loss, damage or expense arising from an event of Force Majeure.

The Organiser, its staff, agents or contractors shall not be liable for indirect or consequential loss or damage.

The Organiser will not be liable for any computer result anomalies or any technical malfunctions.

Whilst the Organiser takes every care with staging the event, the participant acknowledges that personal accident and personal items insurance is his/her sole responsibility. The Organiser shall not be liable to the participant for any 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; or for any loss of business; revenue or profit; loss of reputation; anticipated savings or wasted expenditure; pledges made on your behalf or by you to charity.

The Organiser will not be liable for any actions of any spectators or other third parties.

### 15. Medical Conditions & Information

All participants are required to provide emergency contact details as part of the entry process, and to disclose any known medical conditions to the Event Organiser. The organiser reserves the right to refuse entry with no refund, if a participant fails to provide this information or the information provided is known to be false.

It is the competitor's responsibility to ensure they have the right level of physical ability to complete the event. If you know or are concerned that you have a medical condition which might interfere with your safe participation in the Event, before you enter you should seek advice from a relevant medical professional and follow that advice. Please see our Health Commitment Statement for more advice (below).

### 16. Collection & use of data

The Organiser will collect and use the participants personal data as detailed in the Event Privacy Policy which is located at <https://www.britishtriathlon.org/about-us/governance/privacy-notice>.

## 17. Opt-in Insurance

ITU World Triathlon Leeds and ITU World Triathlon Mixed Relay Nottingham Participants have the option to add insurance cover for (1) their non-refundable booking fee, as well as (2) up to £5000 of cover for their bike valid on the day of their event. By purchasing the cover, competitors are added to the Yellow Jersey Insurance Policy for British Triathlon delivered ITU World Triathlon Series events (sometimes referred to as opting-in to BTF's Master Policy).

Opted-in Participants are covered under these terms, conditions and exceptions contained in the Yellow Jersey policy wording. These documents, along with information on how to make a claim, can be found by visiting 'www.yellowjersey.co.uk/BTF'. Below is a summary only of the policy terms and conditions, and of the exclusions that apply.

### Section 1 -What is covered?

Theft of your bicycle from transition and accidental damage of your bicycle while taking part in your event.

You are covered for theft or malicious damage to you bicycle in a transition area for up to 24 hours before the event you signed up for. Yellow Jersey will, at their option, repair or replace, any bicycle up the price you paid and subject to a limit of £5,000. They may use specialist suppliers for repair, including carbon specialists. When instructing carbon repair no amount can be paid for the loss of any warranty or perceived devaluation of your bike. All carbon repair will be offered with a lifetime warranty for works carried out.

### What is not covered under section 1?

Accessories are not covered. Accidental damage when loaned or hired out by you to any other person. Any accidental damage claims for marring, scratching, denting or cosmetic damage. Any accidental damage claims for a pedal cycle frame unless there are visible signs of structural damage. Any accidental damage claims for wear and tear, corrosion, rust, change in colour of finish, chemical reaction, scratching, denting, cosmetic changes. Any accidental damage claims for mechanical or electrical breakdown or defect or electronic malfunction. Damage where you fail to use or maintain the bicycle in accordance with the manufacturer's instructions. Warranty issues, faulty or defective design, materials or workmanship or latent defect and defects in operation.

### Section 2 - What is covered?

Non-refundable entry booking fees.

Yellow Jersey will pay any non-refundable entry fee and your booking fees (booking fees are non-refundable in all cases), less any refunds, if a sudden and unexpected event prevents you from attending as outlined below:

Any serious injury or any unforeseen serious illness occurring to you which results in you being unable to attend your event. You must be examined by a physician and the physician must advise you in writing not to attend the event. Any serious injury or any unforeseen serious illness occurring to a family member which requires you to provide primary care to that person. Your family member must be examined by a physician and evidence provided. Any serious injury or any unforeseen serious illness occurring to your family member that is considered life threatening or requiring hospitalisation. Your family member must be examined by a physician and evidence provided. The death of a family member on or within thirty (30) days prior to the event date. You being required to serve on a jury or served with a court order which requires your appearance in court on the day of the event, and which prevents you from attending the event. Your home being made uninhabitable by fire, flood,

burglary, vandalism, or natural disasters. You being directly involved in a traffic accident on the day of the event that causes either:

- (i) Injury to you; or
- (ii) Damage to your vehicle that creates an immediate need for repair to ensure its safe operation.

You being on active military duty and having personal leave revoked, except for disciplinary reasons. You, after having been with the same employer for at least three continuous years, being terminated or laid off, except for disciplinary reasons, after the effective date of coverage. You not arriving at the venue in time for your race due to a delay by a common carrier used for transportation. Your automobile having a mechanical breakdown within 24 hours of the event which results in the vehicle being unable to be driven to the event. Your place of work being made unsuitable for business by fire, burglary, vandalism or natural disasters within 48 hours prior to the event.

What is not covered under section 2?

Pre-Existing conditions. Intentionally self-inflicted harm, suicide or attempted suicide. Normal pregnancy, fertility treatments, childbirth or elective abortion, other than unforeseen complications of pregnancy of you or your family. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto of you or your family. Alcohol or substance abuse; or conditions or physical complications related thereto to you or your family. Any unlawful acts committed by you or your family whether they are insured or not. You making changes to personal plans or having a business or contractual obligation. The event being cancelled or delayed by the venue or promoter for any reason (including bad weather). Prohibition or regulation by any government. Lost or stolen tickets or entry forms. Any expected or foreseeable events. If you give incorrect data or facts. If the loss is not submitted to Yellow Jersey within 14 days from the date of loss.

Health commitment statement

Your health is your responsibility. The Event Organisers are dedicated to helping you take every opportunity to enjoy your participation in our events. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to you

We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

We will make every reasonable effort to make sure our event are organised to accepted safe operational standards for you to enjoy.

We will make all reasonable steps to ensure first aid is available at event to an industry standard.

If you tell us you have a disability which puts you at a substantial disadvantage in accessing our event, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with your safe participation in our event, before you enter you should seek advice from a relevant medical professional and follow that advice.

It is the decision of the participant, not the event organiser, to determine whether he or she is fit enough to exercise. If the user is in any doubt, the user should seek medical advice. It is up to the user where to seek that medical advice.

You should let us know immediately, if you feel unwell whilst participating in one of our events. Our staff are not qualified Doctors, but there will be first aid provision in attendance at our events.

If you have a disability, you must follow any reasonable instructions to allow you to complete our event safely.

This Health Commitment Statement sets the standards that the Event Organiser and the event participant can reasonably expect from each other in regards to the health of the participant.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligation which you or we must meet.

If you have any questions about our terms and conditions, please get in contact with [leeds@britishtriathlon.org](mailto:leeds@britishtriathlon.org)