

Santa in the City 2017 - Terms & Conditions

Santa in the City Running Event Terms & Conditions. Santa in the City is an event owned by TFA Limited ("event owners"). TFA Limited is the trading name of The Fundraising Agency Limited, registered company no. 9594972.

I understand and agree that I participate in the event entirely at my own risk and that no responsibility whatsoever shall attach to any event owners, event sponsors, event directors, or any person involved in the organisation of the event for any injury, accidents, loss or damage suffered by me in, or by reason of the event, however such may be caused. I am healthy and am fit enough to complete this event.

Associated Risk

I am aware of the physically strenuous nature of this event, the risks both medically and physically. I confirm I am healthy and fit (physically and medically) enough to complete this event. I accept that should any medical or physical condition arise prior to the event which is likely to affect my ability to compete will be reason to withdraw in accordance with these conditions.

"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.

Online Entry

By submitting an application online or directly with TFA Limited team and paying any stated event registration fee, booking fee and other costs (e.g. VAT) for entry into this event, or, I understand and agree to abide by the terms and conditions, the instructions given by the organiser and event officials. When entering on behalf of other individuals, by agreeing to the event entry terms and conditions (T&C's) and waiver myself, I agree that all other entrants in my booking accept and agree to the terms and conditions and the instructions given by the organiser and event officials. I agree that when entering and accepting the Santa in the City T&C's I give consent for my personal details and any other entrants in my booking to be shared with the Santa in the City event delivery partner 2:09 Events. They will only use this information to confirm participant's attendance, communicate to participants about the event and allow them to issue Santa Suits at the event or before. Other partners may contact you with details about the work they do and other products, services or events they run if you opt in and grant them permission to contact you. This is actioned by you completing a tick box on the registration form. If you do not tick the box

to allow your details to be shared your details will not be shared.

Neither I or any other individuals in my booking shall not be eligible or entitled to participate in the event until full payment of the entry fee has been received and agreed to the waiver for the event and all is received by the event owner. No payment shall be deemed to have been received until the event owner has received cleared funds.

Withdrawal Policy

I agree to accept the terms of the Santa in the City 2018 as follows.

The cost of running places and booking fees will not refunded unless agreed by the event director. Places maybe transferred, but all costs will be paid for by the participant. In the event of event cancellation all runners/charities who bought places will be offered the option to transfer their place to another person or the same number of places free of charge for Santa in the City 2019.

Email Communication

TFA Limited primarily uses email to communicate with all runners/entrants. By entering this event, I agree to receive emails regarding this specific event. We may send you emails but you may withdraw from these email at any point by

unsubscribe to future emails. Full details on how to do this are at the bottom of the emails sent.

TFA Limited cannot be responsible if event information does not reach the intended recipient by email. The onus is on the competitor to ensure that their spam filters will allow event emails through, for example by adding sitc@tfaltd.co.uk to their approved email list and address books. TFA Limited can only be responsible for ensuring that the email address provided is the one to which event emails are sent. All specific event details and event information packs that are sent to competitors are also posted on the website event page. We will only call you in relation to the Santa in the City event, upon request or if you have left a message asking us to get back in contact.

Event Equipment

We strongly discourage the use of any equipment that acts as an impediment to hearing or concentration when competing. This includes, but is not limited to, mobile telephones, personal stereos, MP3 players or any other similar equipment. TFA Limited cannot be responsible for accidents resulting from taking part with such equipment.

Personal Identification

Should registration be required for the event; I realise that I must produce appropriate personal identification acceptable to TFA Limited and 2:09 Events. N.B. I understand that if I am less than 16 years of age I am not required to produce photo ID, but must be accompanied by an adult during the event.

Media and Photography

I understand and accept that media professionals may take photographs and video footage of the event and its participants for use to publicise and promote Santa in the City 2018 and TFA Limited events and sponsors. If I do not wish to be part of any filming or photographs, I must ensure I take necessary action to ensure this.

Taking part for a charity

If I am running for a charity entry in this event and there is an expectation to fundraise for the charity as a condition of entry, TFA Limited cannot accept any responsibility for participants failing to raise the required amount or control the communications from the charity. Participants will need to unsubscribe from charity communications directly and this is not a responsibility of TFA Limited. By accepting a charity place for the event or by choosing to raise money for a charity during the entry process, I consent to TFA Limited making my

contact details (name, address, email address and telephone numbers) available to the charity concerned if I give consent.

Timing and Results

2:09 Events or TFA Limited will not provide an event finish time for participants. There is usually finish line timing system which can be viewed participants as they complete the event.

Removal of Participants

TFA Limited and 2:09 Events reserves the right at any time to remove participants from the event or to prevent participants participating in the event if in the event owners sole discretion, it considers such action necessary for safety reasons or the proper enjoyment of the event by other participants or for any other reasonable reason. No refund of the event fee, booking fee or VAT shall be made if the participant has acted negligently, maliciously, with willful misconduct or otherwise without due care and attention for the event or other participants, so as to cause his/her removal.

Reselling or Swap

I agree that participation in the event is personal to me, If I wish to transfer my place in the event or allow any other person to wear my number that is my responsibility to action and cover all costs.

Liability/ Responsibility

Whilst TFA Limited and 2:09 Events takes every care with staging the event, I acknowledge that personal accident and personal items insurance is my (the participants) sole responsibility. We would advise you not to bring any personal equipment of value to the event. TFA Limited or 2:09 Events 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. TFA Limited or 2:09 Events will not be liable for any actions of any spectators or other third parties. 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.

Allergies

Please note that some of the food products given out on event day may contain or have traces of nuts and nut oils or may have been made alongside other products containing nuts. TFA Limited or 2:09 Events cannot be held responsible for any issues resulting from food allergies.

Data Protection

I agree for the purposes of this condition; personal information includes medical data collected for health and safety purposes ("Personal Information"). I agree that my personal information can be stored, used by TFA Limited and shared with their event partners in connection with the organisation, staging and administration of the event. Medical information will only be used to allow medical assistance to be given on the event date. I agree that my Personal Information and data may be used by TFA Limited and their event partners in connection with the compilation of statistical information and to improve health and safety procedures at this and future events.

I agree that my name and contact details can be used by TFA Limited and the event partners when I give consent for the purposes of:

- on the day event check-in and registration
- the promotion and marketing of the event by adding me to a mailing list to keep me informed about any future events and services which I may be interested in, such as leisure activities relating to either similar types of events or activities
- promotional and marketing material in respect of similar events, other community based activities organised by our event partners

- sending me a maximum of four emails after the event to direct me to where I can purchase or download photos of me taking part in the event.

TFA Limited shall take all necessary steps to ensure that personal Information or marketing information pertaining or relating to me which comes into the possession or control of TFA Limited or their event partners shall not be used or reproduced in whole or in part in any form except for the purposes outlined in these conditions.

If I would not like TFA Limited or our event partners to use the marketing information or Personal Information I supply when entering other than for purposes related solely to my participation in the event, I do not need to opt in or am aware that I can e-mail TFA Limited at

enquiries@thefundraisingagency.co.uk

or

sitc@tfaltd.co.uk

or

call the event team on 0330 3501189.

I am aware that by agreeing to the terms and conditions I will receive a limited number of emails which will include information and latest updates on the event itself, future events and information about the event charity.

Additional Sharing of Data

If I elect to hear from a particular event partner during my entry by opting in, I agree that my Personal Information be passed to said partner and accept that I will be contacted by the partner. I understand I will be automatically opted out of receiving such communication at any time, unless I give consent. If I elect to enter any event partner competition or promotion during the entry form, I agree to my Personal Information being passed to the event partner for the purposes of the promotion if I chooses to opt in.

Fees

All Fees are inclusive of VAT at the rate of 20% VAT. This is charged via the online portal or shown on invoices sent out. If your entry is accepted the fee is non-refundable other than as otherwise stated in the Withdrawals Policy. There is a booking fee applicable on all entries, which is a minimum of £2.35 per entry.

Start Time Alterations

TFA Limited and 2:09 Events reserves the right to alter the start time of the event. In the event of a change of start time the participants will be notified of the revised start time via the Santa in the City website (www.santainthecity.co.uk) and by email if possible. No refund in full or in part shall be made for any change in start time for an event.

Distance and Course Alterations

I am aware the organiser reserve the right to reduce the course distance, change the course, or make any other amendment to the Event that they deem necessary to stage the Event. Any change to the Event will be communicated to participants at the event or sooner if practicable.

Compensation will not be payable if we are forced to cancel, or in any way change the event due to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions or other circumstances amounting to force majeure.

TFA Limited or 2:09 Events reserve the right to amend the event format (for example shortening the distance) or cancel the event due to circumstances beyond its reasonable control or for any safety related reason. In the event of the event being cancelled TFA Limited will not provide the participants with a full refund, but will offer a place in the 2019 Santa in the City Event, with no further liability whatsoever arising from such cancellation. TFA Limited and 2:09 Events Ltd cannot be held responsible in any way for any monetary loss, inconvenience or any other circumstances outside of our control, including non-refundable events fees.

Some events require a minimum number of participants to operate and we reserve the right to cancel the event if it does not reach the required numbers. TFA Limited does not accept responsibility for the acts and / or omissions of employees,

agents and suppliers save where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the value of the entry fee.

TFA Limited or 2:09 Events Ltd accept no responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or in the course of the event.

If any participant suffers death, illness or injury arising out of an activity which does not form part of the event arranged through us, we shall, at our discretion offer advice, guidance and assistance to help you in resolving any claim you may have against a third party, providing we are advised of the incident within 90 days of the occurrence. Where legal actions are contemplated, our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves.

This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the jurisdiction of the English Courts at all times.

2:09 Events Ltd or TFA Limited cannot be held responsible for the temporary withdrawal of facilities and activities due to maintenance, unstable weather conditions or lack of support.

Similarly, there may be occasion where certain advertised

schedules, entertainment or amenities are changed, cancelled or curtailed. Further, the operation of certain amenities and facilities may be subject to local licensing laws. Government or local authority restrictions may also dictate the use of certain facilities, in the cause of conservation.

Registration & Booking Fee

I understand that all Santa in the City 2018 participants will be registered via the 'Active" online registration portal. Event payments include a booking fee which is applied at the 'check out' and is a one-off charge based on the total order amount. The booking fee goes towards the costs involved in running the online entry system which includes securely processing the booking from beginning to end, paying the card processing charge as well as the costs of holding participant data in a secure environment. I accept that under no circumstance is the booking fee refundable. I also understand that when I register for this event I am doing so on the Active website and not the TFA Limited website.

Final Decision

All decisions and rulings by TFA Limited, its employees and its agents are considered final. Accordingly, I agree to comply with all event rules and all instructions and guidelines given by 2:09 Events event crew, stewards, marshals, and safety personnel. I acknowledge and agree that TFA Limited will use

2:09 Events to organise and run the event and will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation of the event, the rules of the event, the timings/finish times and the placings.

TFA Limited & 2:09 Events, December 2018.

04th January 2018