



Structure Tone Charity Sportive Terms & Conditions

Structure Tone Terms and Conditions 2023

- 1.1 The Structure Tone Charity Sportive (hereinafter referred to as the “The Event”) consists of two cycle routes and one walking route, all of which take place throughout the Chilterns countryside, and all routes are organised by Zeus Sports Group Limited (hereinafter referred to as “The Organisers”).
- 1.2 Only persons aged 18 years or above at the date of the event may register for The Event.
- 1.3 Applicants must complete and submit an application form online here via the Organiser’s third party registration platform hosted by Active Network. All successful applicants (hereinafter referred to as “Participants”) will be notified by way of an email confirmation from Active Network on behalf of the Organisers and informed that they have been reserved a place to take part in The Event. The submission of the Application Form, payment of the Registration Fee as per this Clause 1 and receipt of the Email Confirmation shall constitute a confirmed entry into The Event once the full registration fee has been received by The Organisers.
- 1.4 Places in The Event are strictly limited and only available through the relevant Active Network online booking form therefore, applications are subject to availability. Subject to clauses 1.2 and 1.3 above, The Organisers will consider applications on a first-come, first-served basis and otherwise in accordance with the rules set out in these terms and conditions. The Organisers will not accept online applications once all places are full, or after 24/08/2023 (whichever is the earlier date). On the day Registrations may be accepted subject to availability and may incur an additional administration charge.
- 1.5 The Organisers utilise a third party registration platform hosted by Active Network for the Event and Active Network will send the Online Confirmation. The Organisers are not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer/internet transmissions or other errors or malfunctions of any kind which may prevent receipt by The Organisers of a registration or receipt by an applicant of an Online Confirmation. For the avoidance of doubt, if, for any reason whatsoever, an applicant does not receive an Online Registration Confirmation, said applicant shall not be considered to be a Participant and The Organisers shall not be responsible for the applicant’s failed application.
- 1.6 The entry fees for The Event are non-refundable. If a balance payment/s is/are rejected or not

cleared for whatever reason, The Organisers reserve the right to refuse registration and entry into The Event.

- 1.7 Subject to the remaining provisions of this Clause 1, the payment of the Registration Fee and any balance payments if appropriate totalling the entry fee entitle the Participant to participate in The Event organised by The Organisers.
- 1.8 After clearance of the appropriate payment, the Participant shall receive the Online Confirmation. Subject to clause 3.10, no refunds shall be provided unless the event is fully cancelled. Participation not taken in the year of entry will be deemed void.
- 1.9 The Event is subject to the Participant accepting these terms and conditions, and the Participant undertakes and agrees (i) only to participate in The Event wearing the number assigned to his/her registration, (ii) not to authorise or permit any third party to use their rider number for The Event and (iii) not to sell, transfer or give any other person the right to participate in The Event and/or use the Participant's number.
- 1.10 If at any time it is discovered that any Participant would have been ineligible to participate in The Event or if participation in The Event would have been refused for any reason whatsoever, The Organisers reserve the right to disqualify such Participant from/refuse such Participant entry to The Event. Further, The Organisers reserve the right to reject at any time any Online Registration Form which it believes to be fraudulent, or to disqualify at any time any Participant it believes not to have fully complied with these Rules and Regulations from participating in The Event. The Organisers shall not be liable in any way to such Participant as a result of any such disqualification or refusal. It is the Participant's responsibility to ensure full compliance with these Rules and Regulations.
- 1.11 If any provision in these Rules and Regulations, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.
- 1.12 These terms and conditions (and any documents referred to herein) constitute the entire agreement and understanding of the Parties and supersede any previous agreement between the Parties relating to The Event. Nothing in these terms and conditions shall constitute or be deemed to constitute a partnership between the Parties. These terms and conditions shall be interpreted in accordance with the laws of England and Wales and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English courts.

2 THE STRUCTURE TONE CHARITY SPORTIVE

- 2.1 Subject to Clause 3 below, The Event will be held on Thursday 21st September 2023.
- 2.2 The Organisers reserve the right to change the time, date and/or route and format of The Event and to cancel The Event, in whole or in part, without notice or liability to the Participant. The Event shall inform the Participant by email of any such change or cancellation.
- 2.3 Any Participant not intending to participate in The Event shall inform The Organisers as soon as reasonably practicable.
- 2.4 No drugs which effect the participants' ability to participate in the Event, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be used by any

Participant either before or during participation in The Event. The Organisers reserve the right to refuse attendance at, or participation in, The Event by any persons found to have consumed or to have in their possession any drugs which effect the participants' ability to participate in the Event, illegal substances, performance enhancing substances or intoxicants of any kind.

2.5 The Organisers reserve the exclusive right and license throughout the world (and the Participant hereby irrevocably grants The Event such exclusive right and license) to record the Participant's voice and/or interview and/or photograph and/or film the Participant at The Event (and before and after The Event may reasonably require) and to the unlimited, worldwide, sub-licensable right to record, film, reproduce, edit and use in all current and future media (including any commercial purpose, without limitation, and without compensation to the Participant, broadcast, cable, satellite transmissions, print, audio, visual, audio-visual, virtual media, the Internet, mobile telephony and so-called "3-G" technologies, CD-ROM or DVDs) the Participant's name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of the Participant, and any biographical or other information or data related to the Participant (including race times and results), in connection with the production, advertisement, marketing, promotion or sale of event sponsor products and/or the promotion, marketing or advertisement of The Organisers or any event sponsor. The Participant further waives any right of inspection of any such recordings and photographs and understands that any such recordings and photographs recorded by The Organiser shall become the sole Property of The Organiser, as applicable.

2.6 As a continuing condition of entry each Participant shall ensure that, for the duration of The Event:

2.6.1 safety approved cycle helmets are worn at all times when cycling. Participants not wearing helmets will not be allowed to ride in the event.

2.6.2 they are capable of carrying out basic bike maintenance, such as puncture repairs, whilst on the route.

2.6.3 they register on the event day and within the times provided by The Organisers.

2.6.4 they do not start earlier than the time allocated on each event day. Failure to comply with this rule will result in disqualification.

2.6.5 they complete each route within the allocated event time. Participants who are still on the route after this time (as determined by The Organisers) will be collected and repatriated to the finish line. The Organisers may introduce further cut off times as they see fit, and will inform Participants of these changes.

2.6.6 each bicycle is roadworthy for the event.

2.6.7 Participants will not take part in the ride using a fixed wheel, time trial or Aero Bar bike.

2.6.8 they do not use mobile phones whilst cycling.

2.6.9 they do not use a music player with headphones whilst cycling.

2.6.10 they do not take food or drink from anyone other than another Participant whilst on the move.

2.6.11 they display the official event numbers provided at registration in the manner indicated during the event.

2.6.12 they do not deviate from the official routes.

2.6.13 they abide by all rules and regulations including relevant British Cycling regulations.

2.6.14 they comply with the Highway Code at all times.

2.6.15 they obey traffic officers and authorised Event marshals at all times; failure to do so will result in disqualification.

2.6.16 they do not use a radio to communicate at any time during the Event.

2.6.17 they comply with all event rules and all instructions and guidelines given by The Event stewards, marshals, and safety personnel. Participants acknowledge and agree that The Organisers will 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 and rules of The Event.

3 PARTICIPANT'S WARRANTIES AND UNDERTAKINGS

3.1 The Participant agrees to be bound by these terms and conditions for participation in The Event. The Participant acknowledges that participation in The Event is not possible without agreeing to these terms and conditions.

3.2 The Participant acknowledges that Participation in The Event involves inherent risks of accidents and injury.

3.2 Participation in The Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse The Organisers from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by The Organisers 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 Organisers or any of its employees).

3.3 The Participant confirms without reservation that they are in a good physical condition and are able to safely participate in The Event and have no medical condition that would make participation in the Event more hazardous.

3.4 The Participant confirms that they have appropriate liability, personal accident and equipment insurance in place in order to participate in The Event and acknowledges that the Participant has no claim against The Organisers in relation to the provision of such insurance. The Organisers ensure valid and appropriate Public Liability Insurance is in place for the event.

3.5 The Participant confirms that they will not publish or post to any website, social media or other media operated by The Organisers related to The Event any text, statement, photograph, image or other material which is obscene, blasphemous, defamatory, infringes the intellectual property or other legal rights of any third party or is otherwise unlawful, offensive or inappropriate. The Organisers will have the right to remove any material at its discretion and take appropriate legal action against any person found to be or alleged to be in breach of this clause 3.6.

3.6 The Participant's journeys to and from the start and finish lines of The Event shall be entirely at their own risk and cost.

3.7 The Participant agrees at all times whilst they are at The Event to abide by the reasonable directions of The Organisers, its staff or contractors and to behave appropriately at all times

while at The Event and to obey all applicable laws while participating in or attending the Event. This includes, generally, respect for other people, equipment, facilities or property. The Participant agrees the Event Officials may refuse entry and/or participation in The Event or dismiss a Participant during the Event, without refund, should their behaviour, in the opinion of The Organiser, endanger the safety of or negatively affect The Event.

3.8 The Participant understands and agrees sole responsibility of their personal belongings during The Event and, to the maximum extent permitted by law, The Organiser is not responsible for any personal items or property that is lost, damaged or stolen at The Event.

3.9 The Participant understands and agrees that The Organiser reserves the right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and security of Event participants and/or spectators or the feasibility of the Event to be held. In the event of such cancellation or any other cancellation for any reason, there will be no refund of the Participant's payment.