

## **THRESHOLD/SPORTS**

### **1 REGISTRATION**

- 1.1 The Dulux London Revolution (“Event”) consists of a cycling event (of up to two stages) circumnavigating London scheduled to take place on 11th and 12th May 2019 and is organised by Threshold Sports Ltd (“Threshold”) and shall be referred to as the “The Dulux London Revolution” or such other title as Threshold may advise.
- 1.2 Only persons aged 16 years or above as at 11th May 2019 may register for the Event. Persons under the age of 18 years must be accompanied by a parent or guardian.
- 1.3 Applicants must complete and submit the online registration form (“Online Registration Form”) which can be found at [www.london-revolution.com](http://www.london-revolution.com) (the “Event Website”), and pay the registration fee (the “Registration Fee”) and the booking fee (the “Booking Fee”).
- 1.4 All successful applicants (hereinafter referred to as “Participants”) will be notified by way of an email confirmation that they have been allocated a place to take part in the Event (“Online Confirmation”).
- 1.5 Places in the Event are strictly limited and therefore applications are subject to availability. Subject to Clauses 1.2 to 1.4 (inclusive) above, Threshold will consider applications on a first come, first served basis by eligible Participants (which Threshold shall determine in its absolute discretion) and otherwise in accordance with these Rules and Regulations (“Rules and Regulations”).
- 1.6 The relevant date for registrations shall be the date the Participant receives the Online Confirmation. Threshold is 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 Threshold of an Online Registration Form 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 Confirmation, said applicant shall not be considered to be a Participant and Threshold shall not be responsible for the applicant’s failed application.
- 1.7 All online registrations must be received by Threshold on or before midnight on Sunday 5<sup>th</sup> May 2019 (“Entry Deadline”). Any online registration received by Threshold after the Entry Deadline will not be accepted. This deadline is subject to change if all entries are full prior to the above date.

#### **Registration Fee –**

<b>Package</b>	<b>Up to 31<sup>st</sup> Oct 2018</b>	<b>Up to 31<sup>st</sup> Jan 2019</b>	<b>Up to registration close</b>
All Inclusive Weekender	£189	£199	£209
Just Ride	£99	£109	£119
One Day Only	£54	£59	£64

All prices are inclusive of VAT.

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- 1.8 Subject to the other provisions of this Clause 1, submission of the Online Registration Form, payment of the Registration Fee, and receipt of the Online Confirmation shall (together) entitle the Participant to participate in the Event.
- 1.9 The Event is personal to the Participant accepting these Rules and Regulations, 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 his/her 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. Please refer to point 1.8 regarding the authorised transfer of a participants registration.
- 1.10 If at any time it is discovered that any Participant should have been ineligible to participate in the Event or if participation in the Event should have been refused for any reason whatsoever, Threshold reserves the right to disqualify such Participant from/refuse such Participant entry to the Event. Further, Threshold reserves 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, or in any future Threshold events. Threshold 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 Rules and Regulations (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 conditions shall constitute or be deemed to constitute a partnership between the parties. These Rules and Regulations 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 CANCELLATION OPTIONS**

- 2.1 Any Participant intending to cancel their place in the Event shall inform Threshold as soon as reasonably practicable ("Cancellation Notification").
- 2.1.1 Threshold operates a seven (7) day cooling off period. Accordingly, the Participant is entitled to cancel his/her Entry to participate provided Threshold receives written notice of cancellation within seven (7) days of payment of the Registration Fee. During this 7 day period the Participant is able to cancel his/her entry and receive a full refund of the Registration Fee by emailing [info@london-revolution.com](mailto:info@london-revolution.com). The notice must be received before the end of the seven (7) day cooling off period.
- 2.1.2 Thereafter, the Registration Fee is non-refundable under any circumstances and is due as outlined below, on submission of the Online Registration Form. If payment is rejected or not cleared for whatever reason, Threshold reserves the right to refuse registration and entry into the Event.
- 2.2 A Participant can transfer their entry to another individual ("Participant Transfer") if notice is given to the Event Organisers.

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- 2.2.1 Notice of a Participant Transfer must be communicated by the outgoing participant (“Outgoing Participant”) by emailing [info@london-revolution.com](mailto:info@london-revolution.com) stating clearly the desire to make a Participant Transfer and the full name and email address of the new entrant (“Incoming Participant”). The Outgoing Participant will need to make payment of the administration fee via phone by calling 0845 888 2360.
- 2.2.2 The deadlines and associated administration fee for this are:
- 2.2.2.1 Before 12pm, 3<sup>rd</sup> May 2019: £20
- 2.2.3 Once the administration fee has been processed, the Event Organisers will send the Incoming Participant a free of charge web link to sign up to the event and the Event Organisers will cancel the Outgoing Participant registration. Payment of the Registration Fee will need to be organised in a private transaction between the two participants.
- 2.3 A Participant can defer their entry to the event to 2020 if notice is given to the Event Organisers.
- 2.3.1 Notice of the deferral must be communicated by the Participant by emailing [info@london-revolution.com](mailto:info@london-revolution.com) stating clearly the desire to defer to 2020. The Participant must pay the administration fee before the deferral can be confirmed, which is payable over the phone by calling 0845 888 2360.
- 2.3.2 The deadlines and associated administration fee for this are:
- 2.3.2.1 Before 12pm, 12<sup>th</sup> April 2019: £20
- 2.3.3 Once the administration fee has been processed, the Event Organisers will cancel the Participant registration for 2019. The Event Organisers will not refund the Registration Fee, but will then send the Participant a free of charge web link to sign up to the event the following year. The Participant will not need to pay again for the following year.
- 2.3.4 An individual entry can only be deferred once; a deferral will not be permitted if the Participant has already deferred previously.
- 2.4 A Participant can transfer packages if notice is given to the Event Organisers.
- 2.4.1 Notice of the transfer must be communicated by the Participant by emailing [info@london-revolution.com](mailto:info@london-revolution.com) stating clearly the desire to defer to transfer their entry. The Participant must pay the fee before the event transfer can be confirmed, which is payable over the phone by calling 0845 888 2360.
- 2.4.2 The deadlines and associated fees for this are:
- 2.4.2.1 12pm, 3<sup>rd</sup> May 2019
- 2.4.3 If the Participant is transferring to a package with a decrease in Registration Fee, the Participant will not be refunded the difference in these packages.
- 2.4.4 If the Participant is transferring to a package with an increase in Registration Fee, this increase must be paid before the Participant can be transferred.

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2.4.5 The new fee will be charged at as per the original date of entry of the Participant.

2.4.6 Once the fee has been processed, the Event Organisers will send the Participant a new confirmation email, which will act as the new Online Confirmation.

### **3 THE DULUX LONDON REVOLUTION**

3.1 Subject to Clause 3.3 below, the Event will be held on 11th – 12th May 2019.

3.2 The Event is a two day endurance cycling event circumnavigating London. Participants are able to enter the following packages:

- “All Inclusive Weekender”: Ride two days and stay overnight with massage, dinner and breakfast included;
- “Just Ride”: Ride 2 days without overnight provision;
- “South London Leg”: Ride Day One only;
- “North London Leg”: Ride Day Two only.
- Participants doing the “South London Leg” and the “North London Leg” also have the option to add on “All Inclusive Camping” with massage, dinner and breakfast included on the Online Registration Form.

3.3 Threshold reserves the right to change the time, date, route and/or format of the Event and to cancel the Event, in whole or in part, without notice or liability to the Participant. Threshold will use its best endeavours to inform the Participant by email of any such change or cancellation.

3.4 Threshold reserves the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason (at Threshold’s discretion) that may render him/her unfit to safely complete the Event. The Participant confirms that he/she will not take part in the Event if he/she is suffering from any contagious illness (in particular diarrhoea or vomiting symptoms) and confirms that he/she will report any illness during the Event, to the Event medical team immediately.

3.5 Without prejudice to Threshold’s right to remove any Participant from the Event due to ill health pursuant to Clause 3.4 above, the Participant acknowledges and agrees that:

3.5.1 If he/she is a participant of the “All Inclusive Weekender” or “South London Leg” or “North London Leg” with camping and becomes ill with a non-infectious illness (as determined by the Event medical team) during “Day 1” but wishes to then join “Day 2” or wishes to sleep in the overnight basecamp, Threshold will, where reasonably practicable and subject to the advice of the Event medical team, transfer him/her to the overnight basecamp. Where such transfer is not reasonably practicable (or where the Event medical team advise against the Participant’s continued involvement in the Event), the Participant shall be removed from the Event.

3.5.2 If, however, he/she becomes ill with an infectious illness (as determined by the Event medical team), the Participant shall be removed from the Event.

3.6 A Participant may be disqualified (“Disqualification”) from the Event by Threshold if:

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- 3.6.1 he/she arrives at the pit stop after the designated pit stop cut off time (“Pit Stop Cut Off Time”). He/she will be responsible for his/ her repatriation according to Clause 3.7; Pit Stop Cut Off Times will be communicated to the riders via e-mail a minimum of two weeks in advance of the Event;
- 3.7 In the event of a Participant having to leave the Event because of injury, illness or voluntary withdrawal, he/she will be responsible for all repatriation travel costs and related incurred travel arrangements. Threshold will not be responsible for transporting the Participant or any belongings of the Participants, including, but not limited to, their bike and their bag.
- 3.8 Threshold will endeavour to provide every Participant with a completion time but is not responsible for any electronic timing anomalies.
- 3.9 No drugs, 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. Threshold reserves 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, illegal substances, performance enhancing substances or intoxicants of any kind.
- 3.10 Threshold reserves the exclusive right and license throughout the world (and Participant hereby grants Threshold such exclusive right and licence) to interview and/or photograph and/or film the Participant at the Event (and before and after the Event as Threshold may reasonably require) and to the unlimited, worldwide, sub-licensable right to record, film, reproduce and use in all current and future media (including without limitation, 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 ride 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 Threshold or any Event sponsor or partner.
- 3.11 As a continuing condition of entry each Participant shall ensure that, for the duration of the Event:
- 3.11.1 safety approved cycle helmets are worn at all times when cycling;
- 3.11.2 he/she is capable of carrying out basic bike maintenance, including, but not limited to, puncture repairs, whilst on the route;
- 3.11.3 he/she does not start earlier than the official start time on each day of the Event. He/she will be provided with a start time wave between the hours of 6.45am and 8.15am which will need to be adhered to. Failure to comply with this rule will result in disqualification;
- 3.11.4 he/she completes each daily stage between the hours of 6.45am and 7.00pm, however, Threshold reserves the right to alter the route start and finish times each day in the event of mitigating circumstances e.g. strong head winds;
- 3.11.5 he/she stays in front of the broomwagon on the route at all times. The broom wagon will depart the start at 9.00am and follow the rider field at an average speed in line with the pit stop cut off times and the 7.00pm route closure. If a Participant falls behind this pace he/she will be collected by the broom wagon and repatriated to the overnight basecamp during Day One and may rejoin the

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Event on Day Two. If picked up by the broom wagon on Day 2 he/shes will be repatriated to the finish line.. Threshold shall have no liability whatsoever to any Participant who fails to remain in front of the broom wagon and refuses to be collected by it and Threshold reserves the right to remove such Participant from the remainder of the Event;

- 3.11.6 his/her bicycle is roadworthy for the Event and equipped with the relevant insurances and documentation;
- 3.11.7 he/she understands that his/her bike will be left at his/her own risk when situated in the start, finish, pit stop and overnight basecamp bike racking areas;
- 3.11.8 he/she does not use a mobile phone whilst cycling;
- 3.11.9 due to the outdoor nature and endurance aspect of the Event, he/she maintains personal hygiene at all times, and adheres to all hygiene advice provided by Threshold;
- 3.11.10 he/she does not use a music player with headphones whilst cycling;
- 3.11.11 he/she does not take food or drink from anyone other than another Participant whilst on the move;
- 3.11.12 he/she displays the official event numbers provided in advance of the event in the manner indicated during the Event;
- 3.11.13 he/she does not deviate from the official signed route of the Event;
- 3.11.14 he/she abides by all Event rules and regulations;
- 3.11.15 he/she acknowledges that it is his/her responsibility to ensure that he/she has taken out a policy of insurance suitable for his/her participation in the Event. He/she further acknowledges that he/she may be refused entry to, or removed from, the Event should it come to Threshold's attention that no suitable insurance policy has been secured. Example of suitable insurance cover is outlined below, but not limited to:
  - A minimum of £5 million public liability cover;
  - Travel insurance that covers personal travel plans; and
  - Insurance that covers personal belongings, including his/her bike.
- 3.11.16 he/she has working lights attached to their bike;
- 3.11.17 he/she complies with the Highway Code at all times; and
- 3.11.18 he/she obeys traffic officers and authorised marshals at all times; failure to do so will result in disqualification.

#### **4 PARTICIPANT'S WARRANTIES AND UNDERTAKINGS**

- 4.1 The Participant acknowledges that participation in the Event is not possible without validly entering into this agreement on these Rules and Regulations and agrees to be bound by these Rules and Regulations.

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- 4.2 The Participant agrees at all times during the Event to abide by the reasonable instructions and guidelines of Threshold's staff, nominated representatives, and contractors and to behave appropriately at all times on the route and in the basecamp. Participants acknowledge and agree that Threshold will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the following aspects of the Event: health and safety, logistical operations, participation, organisation and Rules and Regulations.
- 4.3 The Participant understands the endurance demands of the Event and commits to preparing to take part in the Event by:
- 4.3.1 complying with the Event training advice as issued by Threshold;
  - 4.3.2 consistently completing long distance rides (min. 130 km) before the Event;
  - 4.3.3 undertaking training within a group in busy road conditions (e.g. roundabouts, major junctions) in order to feel confident out on the road;
  - 4.3.4 completing a medical and dietary form as part of the registration process; and
  - 4.3.5 providing emergency contact details of someone who is not also participating in the event.
- 4.4 The Participant acknowledges that participation in the Event involves inherent risks of accidents and injury.
- 4.5 The Participant acknowledges that he/she is personally responsible for his/her own belongings during the Event, and that he/she must collect any personal lost items from lost property before he/she leaves the Event.
- 4.6 Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse Threshold from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by Threshold 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 Threshold or any of its employees).
- 4.7 The Participant confirms without reservation that he/she is in a good physical condition to participate in the Event, that he/she understands the endurance demands of the Event, and will not arrive at the Event in ill health or unfit to take part.
- 4.8 The Participant confirms that he/she has appropriate liability, personal accident and equipment insurance in place in order to participate in the Event and acknowledges that he/she has no claim against Threshold in relation to the provision of such insurance.
- 4.9 The Participant confirms that he/she will not publish or post on any website or other media operated by Threshold or 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. Threshold 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 4.9.

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- 4.10 The Participant's journeys to and from the start and finish lines of the Event each day shall be entirely at his/her own risk and cost. Threshold will not be responsible for transporting the Participant or any belongings of the Participants, including, but not limited to, their bike and their bag.

### **5 PRIVACY STATEMENT**

- 5.1 To read the Privacy Policy for Threshold Sports in full, please see: [http://www.thresholdsports.co.uk/privacy\\_cookie\\_policy/](http://www.thresholdsports.co.uk/privacy_cookie_policy/)

- 5.2 The Participant agrees and consents to Threshold using his/her personal details provided in his/her Online Registration Form and Online Confirmation for the following purposes:

#### **Event administration**

- As the Event organiser, Threshold requires a record of your registration details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the Event.
- Threshold will also keep records of medical information provided that it is kept confidential and may be shared only with medical personnel or teams allocated to the Event. This data will be shared securely. Such information shall be deleted within a reasonable time following the completion of the Event unless you agree that we may use such information in your entry for future Threshold events which are staged within a reasonable timeframe thereafter.
- All data will be held for three years, unless requested otherwise, after which it will be safely and securely deleted permanently.

#### **E-mail/SMS communications**

- Threshold will use the Participant's contact data submitted on the Online Registration Form to send the Participant information by email and/or SMS relating to the Event, other Threshold events and any further categories of news and promotional information as the Participant may have requested on the Online Registration Form.
- The Participant acknowledges and agrees that Threshold may send an email or SMS notification following the Event inviting the Participant to submit or renew his/her registration for any future Threshold events.

#### **Active Networks**

- Your personal details are processed on behalf of Threshold Sport by Active Networks LLC in the USA safely and securely. Active are registered under the USA Safe Harbor regime and by completing the Online Registration Form you agree to your details being processed this way.
- You are required to sign up to a waiver provided by our US database providers, Active Network LLC (the "Active Waiver"). Some of the provisions of that waiver may not be consistent with these Terms and Conditions and participants should note the following, which will override the terms of the Active Waiver:
  - To the extent that the Active Waiver may exclude or limit the liability of Threshold itself (or any of its sub-contractors or representatives) to participants, it shall not be effective. Other provisions within this document that relate to Threshold's liability (if any) shall be unaffected.

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- To the extent that the Active Waiver provides that you shall indemnify Threshold, it shall not be effective. Only indemnities (if any) set out in this document shall be effective.
  - Contrary to the terms of the Active Waiver, Active Network LLC will have no right to record your voice or photograph you in conjunction with the event in question. Any right that Threshold may have shall be in accordance with these Terms and Conditions.
- 5.3 The Participant agrees to inform Threshold of any changes to the information supplied in their original Online Registration Form for the purposes of Clause 4.1 above and particularly any changes to his/her medical condition, contact details and emergency contact details. For this purpose, the Participant should contact Threshold directly either via email on [info@london-revolution.com](mailto:info@london-revolution.com) or via phone on 0844 888 2360.
- 5.4 All information relating to Participants collected by or on behalf of Threshold from which each Participant can be identified will be recorded electronically and will be used at all times in accordance with the Data Protection Act 1998 and, from 25 May 2018, the General Data Protection Regulation (2016/679/EU) and all applicable laws and regulations relating to the processing of personal data and expiry. Threshold will only disclose such information to a third party in connection with the safe organisation, staging and administration of the Event, including but not limited to, medical teams, timing teams and race pack fulfilment, save as expressly stated under these Rules and Regulations, Threshold Sports will not disclose information to any third parties. Each Participant is entitled to withdraw his/her consent to categories of e-mail and/or SMS communications from Threshold and can do so at anytime by either: i) following the opt-out instructions provided in the relevant e-mail or SMS, or ii) by writing to Threshold Sports, LU.416, The Lightbulb, Filament Walk, Wandsworth, London, SW18 4GQ. Please note that due to email production schedules you may still receive any mailings that are already in production. Participants acknowledge that a valid e-mail address or SMS contact number will be required at all times in order for Participants to receive important Event information and the Participant hereby consents to receive any such information.
- 5.5 To delete all of their information from Threshold's database, Participants may write to Dulux London Revolution at Threshold Sports, LU.416, The Lightbulb, Filament Walk, Wandsworth, London, SW18 4GQ. In circumstances where the Participant requests deletion of his/her Participant's profile, Threshold reserves the right to maintain information about individual sales transactions (not including credit card details) for record keeping. The Participant's attention is also drawn to Clause 5.6 below.
- 5.6 Subject to the Participant's right to modify or request the deletion of data from Threshold's database, the Participant hereby acknowledges that it is a strict condition of participation in the Event that all mandatory fields within a Participant's profile are complete and correct at all times. These fields include, without limitation, gender, first name, surname, date of birth, medical condition information and emergency contact details. The Participant hereby acknowledges and agrees that this information is required by Threshold in order to properly and safely administer and conduct the Event, and Threshold reserves the right to refuse an applicant or a Participant entry to the Event in circumstances where that person either requests the deletion of such mandatory information from their Participant's profile, or provides false or incomplete information.

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### **6 CHARITY PLACES & FUNDRAISING DECLARATION**

- 6.1 If taking part as a charity place, you are required to fundraise a minimum of £450 or the figure agreed by your charity.
- 6.2 You are required to reach 50% of your target at least 6 weeks prior to the event. If registering after 29th March 2019, you must raise 50% of your target by 3rd May 2019. Failure to do this can result in your removal from the event.
- 6.3 You are required to reach your full fundraising target no later than 4 weeks after the event.
- 6.4 If you wish to transfer from a charity place to a public place, you must pay the increase in Registration Fee.
- 6.5 If you wish to transfer from a public place to a charity place, you will be refunded the difference in Registration Fee for this place. However, you will be subject to the above fundraising declarations outlined in 6.1, 6.2 and 6.3.
- 6.6 If you wish to cancel your place, please refer to Section 2 above for your cancellation options. All clauses outlined in Section 2 are applicable to those taking part as a charity place.
- 6.7 If taking part as a charity place and fundraising for a non partner charity, you must first receive confirmation from both Threshold Sports and your chosen charity before you begin to fundraise.
- 6.8 If taking part as a charity place, you are opting in to sharing your personal data with your chosen charity and agreeing to be contacted by your charity in relation to your participation in the event. This is of the understanding that your chosen charity will not share your personal data with any third party for marketing purposes.
- 6.9 By taking part as a charity place, this is confirmation that your chosen charity have agreed to part fund your participation. The fee to the charity can range between £90 - £144, depending on your package and their partnership agreement with Threshold. Please note that the charity has agreed these fees with Threshold in advance and is on the basis that you meet the minimum fundraising pledge.
- 6.9.1 If the event is cancelled, donations will not be refunded by the charity that is part-funding your place

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## **1 REGISTRATION**

- 1.1 The Dulux London Revolution Ultra (“Event”) consists of a cycling event circumnavigating London scheduled to take place on 11th May 2019 and is organised by Threshold Sports Ltd (“Threshold”) and shall be referred to as the “The Dulux London Revolution” or such other title as Threshold may advise.
- 1.2 Only persons aged 18 years or above as at 11th May 2019 may register for the Event.
- 1.3 Applicants must complete and submit the online registration form (“Online Registration Form”) which can be found at [www.london-revolution.com](http://www.london-revolution.com) (the “Event Website”), and pay the registration fee (the “Registration Fee”).
- 1.4 All successful applicants (hereinafter referred to as “Participants”) will be notified by way of an email confirmation that they have been allocated a place to take part in the Event (“Online Confirmation”).
- 1.5 Places in the Event are strictly limited and therefore applications are subject to availability. Subject to Clauses 1.2 to 1.4 (inclusive) above, Threshold will consider applications on a first come, first served basis by eligible Participants (which Threshold shall determine in its absolute discretion) and otherwise in accordance with these Rules and Regulations (“Rules and Regulations”).
- 1.6 The relevant date for registrations shall be the date the Participant receives the Online Confirmation. Threshold is 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 Threshold of an Online Registration Form 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 Confirmation, said applicant shall not be considered to be a Participant and Threshold shall not be responsible for the applicant’s failed application.
- 1.7 All online registrations must be received by Threshold on or before midnight on Sunday 5<sup>th</sup> May 2019 (“Entry Deadline”). Any online registration received by Threshold after the Entry Deadline will not be accepted. This deadline is subject to change if all entries are full prior to the above date.

### **Registration Fee –**

<b>Package</b>	<b>Up to 31<sup>st</sup> October 2018</b>	<b>Up to 31<sup>st</sup> January 2019</b>	<b>Up to registration close</b>
Ultra	£129	£149	£159

All prices are inclusive of VAT.

- 1.8 Subject to the other provisions of this Clause 1, submission of the Online Registration Form, payment of the Registration Fee, and receipt of the Online Confirmation shall (together) entitle the Participant to participate in the Event.
- 1.9 The Event is personal to the Participant accepting these Rules and Regulations, 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 his/her rider number for the Event and (iii) not to sell, transfer or give any other

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person the right to participate in the Event and/or use the Participant's number. Please refer to Clause 2.2 regarding the authorised transfer of a participants registration.

- 1.10 If at any time it is discovered that any Participant should have been ineligible to participate in the Event or if participation in the Event should have been refused for any reason whatsoever, Threshold reserves the right to disqualify such Participant from/refuse such Participant entry to the Event. Further, Threshold reserves 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, or in any future Threshold events. Threshold 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 Rules and Regulations (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 conditions shall constitute or be deemed to constitute a partnership between the parties. These Rules and Regulations 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 CANCELLATION OPTIONS

- 2.1 Any Participant intending to cancel their place in the Event shall inform Threshold as soon as reasonably practicable.
- 2.1.1 Threshold operates a seven (7) day cooling off period. Accordingly, the Participant is entitled to cancel his/her Entry to participate provided Threshold receives written notice of cancellation within seven (7) days of payment of the Registration Fee. During this 7 day period the Participant is able to cancel his/her entry and receive a full refund of the Registration Fee by emailing [info@london-revolution.com](mailto:info@london-revolution.com). The notice must be received before the end of the seven (7) day cooling off period.
- 2.1.2 Thereafter, the Registration Fee is non-refundable under any circumstances and is due as outlined below, on submission of the Online Registration Form. If payment is rejected or not cleared for whatever reason, Threshold reserves the right to refuse registration and entry into the Event.
- 2.2 A Participant can transfer their entry to another individual ("Participant Transfer") if notice is given to the Event Organisers.
- 2.2.1 Notice of a Participant Transfer must be communicated by the outgoing participant ("Outgoing Participant") by emailing [info@london-revolution.com](mailto:info@london-revolution.com) stating clearly the desire to make a Participant Transfer and the full name and email address of the new entrant ("Incoming Participant"). The Outgoing Participant will need to make payment of the administration fee via phone by calling 0845 888 2360.
- 2.2.2 The deadlines and associated administration fee for this are:

2.2.2.1 Before 12pm, 3<sup>rd</sup> May 2019: £20

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- 2.2.3 Once the administration fee has been processed, the Event Organisers will send the Incoming Participant a free of charge web link to sign up to the event and the Event Organisers will cancel the Outgoing Participant registration. Payment of the Registration Fee will need to be organised in a private transaction between the two participants.
- 2.3 A Participant can defer their entry to the event to 2020 if notice is given to the Event Organisers.
- 2.3.1 Notice of the deferral must be communicated by the Participant by emailing [info@london-revolution.com](mailto:info@london-revolution.com) stating clearly the desire to defer to 2020. The Participant must pay the administration fee before the deferral can be confirmed, which is payable over the phone by calling 0845 888 2360.
- 2.3.2 The deadlines and associated administration fee for this are:
- 2.3.2.1 Before 12pm, 12<sup>th</sup> April 2019: £20
- 2.3.3 Once the administration fee has been processed, the Event Organisers will cancel the Participant registration for 2019. The Event Organisers will not refund the Registration Fee, but will then send the Participant a free of charge web link to sign up to the event the following year. The Participant will not need to pay again for the following year.
- 2.3.4 An individual entry can only be deferred once; a deferral will not be permitted if the Participant has already deferred previously.
- 2.4 A Participant can transfer to another Dulux London Revolution package if notice is given to the Event Organisers.
- 2.4.1 Notice of the transfer must be communicated by the Participant by emailing [info@london-revolution.com](mailto:info@london-revolution.com) stating clearly the desire to defer to transfer their entry. The Participant must pay the fee before the event transfer can be confirmed, which is payable over the phone by calling 0845 888 2360.
- 2.4.2 The deadlines and associated fees for this are:
- 2.4.2.1 12pm, 3<sup>rd</sup> May 2019
- 2.4.3 If the Participant is transferring to a package with a decrease in Registration Fee, the Participant will not be refunded the difference in these packages.
- 2.4.4 If the Participant is transferring to a package with an increase in Registration Fee, this increase must be paid before the Participant can be transferred.
- 2.4.5 The new fee will be charged at as per the original date of entry of the Participant.
- 2.4.6 Once the fee has been processed, the Event Organisers will send the Participant a new confirmation email, which will act as the new Online Confirmation.

## 3 THE DULUX LONDON REVOLUTION – THE ULTRA

- 3.1 Subject to Clause 3.2 below, the Event will be held on 11th May 2019.

## **RULES & REGULATIONS**

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- 3.2 The Event is a one-day endurance cycling event circumnavigating London. Participants are encouraged to cycle in groups for reasons of safety.
- 3.3 Threshold reserves the right to change the time, date, route and/or format of the Event and to cancel the Event, in whole or in part, without notice or liability to the Participant. Threshold will use its best endeavours to inform the Participant by email of any such change or cancellation.
- 3.4 Threshold reserves the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason (at Threshold's discretion) that may render him/her unfit to safely complete the Event. The Participant confirms that he/she will not take part in the Event if he/she is suffering from any contagious illness (in particular diarrhoea or vomiting symptoms) and confirms that he/she will report any illness during the Event, to the Event medical team immediately.
- 3.5 Without prejudice to Threshold's right to remove any Participant from the Event due to ill health pursuant to Clause 3.4 above, the Participant acknowledges and agrees that, if he/she becomes ill with an infectious illness (as determined by the Event medical team), the Participant shall be removed from the Event.
- 3.6 A Participant may be disqualified ("Disqualification") from the Event by Threshold if:
- 3.6.1 he/she arrives at the pit stop after the designated pit stop cut off time ("Pit Stop Cut Off Time"). He/she will be responsible for his/ her repatriation according to Clause 3.7; Pit Stop Cut Off Times will be communicated to the riders via e-mail a minimum of two weeks in advance of the Event;
- 3.7 In the event of a Participant having to leave the Event because of injury, illness or voluntary withdrawal, he/she will be responsible for all repatriation travel costs and related incurred travel arrangements. Threshold will not be responsible for transporting the Participant or any belongings of the Participants, including, but not limited to, their bike and their bag.
- 3.8 Threshold will endeavour to provide every Participant with a completion time but is not responsible for any electronic timing anomalies.
- 3.9 No drugs, 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. Threshold reserves 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, illegal substances, performance enhancing substances or intoxicants of any kind.
- 3.10 Threshold reserves the exclusive right and license throughout the world (and Participant hereby grants Threshold such exclusive right and licence) to interview and/or photograph and/or film the Participant at the Event (and before and after the Event as Threshold may reasonably require) and to the unlimited, worldwide, sub-licensable right to record, film, reproduce and use in all current and future media (including without limitation, 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 ride 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 Threshold or any Event sponsor.

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- 3.11 As a continuing condition of entry each Participant shall ensure that, for the duration of the Event:
- 3.11.1 safety approved cycle helmets are worn at all times when cycling;
  - 3.11.2 he/she is capable of carrying out basic bike maintenance, such as puncture repairs, whilst on the route;
  - 3.11.3 he/she does not start earlier than the official start time on each day of the Event. He/ she will be provided with a start time of 6.00am which will need to be adhered to. Failure to comply with this rule will result in disqualification;
  - 3.11.4 he/she completes the event between the hours of 6.00am and 9.00pm, however, Threshold reserves the right to alter the route start and finish times each day in the event of mitigating circumstances e.g. strong head winds;
  - 3.11.5 he/she stays in front of the broom wagon on the route at all times. The broom wagon will depart the start at 7.00am and follow the rider field at an average speed in line with the pit stop cut off times and the 9.00pm route closure. If a Participant falls behind this pace he/she will be collected by the broomwagon and repatriated to the overnight basecamp. The closure timings are based on a minimum speed of 15mph (assuming 10 minutes at each pit stop). Threshold shall have no liability whatsoever to any Participant who fails to remain in front of the broom wagon and refuses to be collected by it and Threshold reserves the right to remove such Participant from the remainder of the Event;
  - 3.11.6 his/her bicycle is roadworthy for the Event and equipped with the relevant insurances and documentation;
  - 3.11.7 he/she understands that his/her bike will be left at his/her own risk when situated in the start, finish, pit stop and bike racking areas;
  - 3.11.8 he/she does not use a mobile phone whilst cycling;
  - 3.11.9 due to the outdoor nature and endurance aspect of the Event, he/she maintains personal hygiene at all times, and adheres to all hygiene advice provided by Threshold;
  - 3.11.10 he/she does not use a music player with headphones whilst cycling;
  - 3.11.11 he/she does not take food or drink from anyone other than another Participant whilst on the move;
  - 3.11.12 he/she displays the official event numbers provided in advance of the event in the manner indicated during the Event;
  - 3.11.13 he/she does not deviate from the official signed route of the Event;
  - 3.11.14 he/she abides by all Event rules and regulations;
  - 3.11.15 he/she acknowledges that it is his/her responsibility to ensure that he/she has taken out a policy of insurance suitable for his/her participation in the Event. He/she further acknowledges that he/she may be refused entry to, or removed from, the Event should it come to Threshold's attention that no suitable insurance policy has been secured. Example of suitable insurance cover is outlined below, but not limited to:

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- A minimum of £5 million public liability cover;
- Travel insurance that covers personal travel plans; and
- Insurance that covers personal belongings, including his/her bike.

3.11.16 he/she has working lights attached to their bike;

3.11.17 he/she complies with the Highway Code at all times; and

3.11.18 he/she obeys traffic officers and authorised marshals at all times; failure to do so will result in disqualification.

### **4 PARTICIPANT'S WARRANTIES AND UNDERTAKINGS**

- 4.1 The Participant acknowledges that participation in the Event is not possible without validly entering into this agreement on these Rules and Regulations and agrees to be bound by these Rules and Regulations.
- 4.2 The Participant agrees at all times during the Event to abide by the reasonable instructions and guidelines of Threshold's staff, nominated representatives, and contractors and to behave appropriately at all times on the route and in the base camp. Participants acknowledge and agree that Threshold will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the following aspects of the Event: health and safety, logistical operations, participation, organisation and Rules and Regulations.
- 4.3 The Participant understands the endurance demands of the Event and commits to preparing to take part in the Event by:
- 4.3.1 complying with the Event training advice as issued by Threshold;
  - 4.3.2 consistently completing long distance rides (min. 200 km) before the Event;
  - 4.3.3 undertaking training within a group in busy road conditions (e.g. roundabouts, major junctions) in order to feel confident out on the road;
  - 4.3.4 completing a medical and dietary form as part of the registration process; and
  - 4.3.5 providing emergency contact details of someone who is not also participating in the event.
- 4.4 The Participant acknowledges that participation in the Event involves inherent risks of accidents and injury.
- 4.5 The Participant acknowledges that he/she is personally responsible for his/her own belongings during the Event, and that he/she must collect any personal lost items from lost property before he/she leaves the Event.
- 4.6 Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse Threshold from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by Threshold 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

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thereof (except where any such injury or death is caused by the negligence of Threshold or any of its employees).

- 4.7 The Participant confirms without reservation that he/she is in a good physical condition to participate in the Event, that he/she understands the endurance demands of the Event, and will not arrive at the Event in ill health or unfit to take part.
- 4.8 The Participant confirms that he/she has appropriate liability, personal accident and equipment insurance in place in order to participate in the Event and acknowledges that he/she has no claim against Threshold in relation to the provision of such insurance.
- 4.9 The Participant confirms that he/she will not publish or post on any website or other media operated by Threshold or 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. Threshold 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 4.9.
- 4.10 The Participant's journeys to and from the start and finish lines of the Event each day shall be entirely at his/her own risk and cost. Threshold will not be responsible for transporting the Participant or any belongings of the Participants, including, but not limited to, their bike and their bag.

### **5 PRIVACY STATEMENT**

- 5.1 To read the Privacy Policy for Threshold Sports in full, please [click here](#).
- 5.2 The Participant agrees and consents to Threshold using his/her personal details provided in his/her Online Registration Form and Online Confirmation for the following purposes:

#### **Event administration**

- As the Event organiser, Threshold requires a record of your registration details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the Event.
- Threshold will also keep records of medical information provided that it is kept confidential and may be shared only with medical personnel or teams allocated to the Event. This data will be shared securely. Such information shall be deleted within a reasonable time following the completion of the Event unless you agree that we may use such information in your entry for future Threshold events which are staged within a reasonable timeframe thereafter.
- All data will be held for three years, unless requested otherwise, after which it will be securely and permanently deleted.

#### **E-mail/SMS communications**

- Threshold will use the Participant's contact data submitted on the Online Registration Form to send the Participant information by e-mail and/or SMS relating to the Event, other Threshold events and any further categories of news and promotional information as the Participant may have requested on the Online Registration Form.

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- The Participant acknowledges and agrees that Threshold may send an e-mail or SMS notification following the Event inviting the Participant to submit or renew his/her registration for any future Threshold events.

### **Active Networks**

- Your personal details are processed on behalf of Threshold Sport by Active Networks LLC in the USA safely and securely. Active are registered under the USA Safe Harbor regime and by completing the Online Registration Form you agree to your details being processed this way.
  - You are required to sign up to a waiver provided by our US database providers, Active Network LLC (the “Active Waiver”). Some of the provisions of that waiver may not be consistent with these Terms and Conditions and participants should note the following, which will override the terms of the Active Waiver:
    - To the extent that the Active Waiver may exclude or limit the liability of Threshold itself (or any of its sub-contractors or representatives) to participants, it shall not be effective. Other provisions within this document that relate to Threshold’s liability (if any) shall be unaffected.
    - To the extent that the Active Waiver provides that you shall indemnify Threshold, it shall not be effective. Only indemnities (if any) set out in this document shall be effective.
    - Contrary to the terms of the Active Waiver, Active Network LLC will have no right to record your voice or photograph you in conjunction with the event in question. Any right that Threshold may have shall be in accordance with these Terms and Conditions.
- 5.3 The Participant agrees to inform Threshold of any changes to the information supplied in their original Online Registration Form for the purposes of Clause 4.1 above and particularly any changes to his/her medical condition, contact details and emergency contact details. For this purpose, the Participant should contact Threshold directly either via email on [info@london-revolution.com](mailto:info@london-revolution.com) or via phone on 0844 888 2360.
- 5.4 All information relating to Participants collected by or on behalf of Threshold from which each Participant can be identified will be recorded electronically and will be used at all times in accordance with the Data Protection Act 1998 and, from 25 May 2018, the General Data Protection Regulation (2016/679/EU) and all applicable laws and regulations relating to the processing of personal data and expiry. Threshold will only disclose such information to a third party in connection with the safe organisation, staging and administration of the Event, including but not limited to, medical teams, timing teams and race pack fulfilment. Save as expressly stated under these Rules and Regulations, Threshold Sports will not disclose information to any third parties. Each Participant is entitled to withdraw his/her consent to categories of e-mail and/or SMS communications from Threshold and can do so at anytime by either: i) following the opt-out instructions provided in the relevant e-mail or SMS, or ii) by writing to Threshold Sports, LU.416, The Lightbulb, Filament Walk, Wandsworth, London, SW18 4GQ. Please note that due to email production schedules you may still receive any mailings that are already in production. Participants acknowledge that a valid e-mail address or SMS contact number will be required at all times in order for Participants to receive important Event information and the Participant hereby consents to receive any such information.
- 5.5 To delete all of their information from Threshold’s database, Participants may write to The Dulux London Revolution at Threshold Sports, LU.416, The Lightbulb, Filament Walk, Wandsworth, London, SW18 4GQ. In circumstances where the Participant requests deletion of his/her Participant’s profile, Threshold reserves the right to

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maintain information about individual sales transactions (not including credit card details) for record keeping. The Participant's attention is also drawn to clause 5.6 below.

- 5.6 Subject to the Participant's right to modify or request the deletion of data from Threshold's database, the Participant hereby acknowledges that it is a strict condition of participation in the Event that all mandatory fields within a Participant's profile are complete and correct at all times. These fields include, without limitation, gender, first name, surname, date of birth, medical condition information and emergency contact details. The Participant hereby acknowledges and agrees that this information is required by Threshold in order to properly and safely administer and conduct the Event, and Threshold reserves the right to refuse an applicant or a Participant entry to the Event in circumstances where that person either requests the deletion of such mandatory information from their Participant's profile, or provides false or incomplete information.

### **6 CHARITY PLACES & FUNDRAISING DECLARATION**

- 6.1 If taking part as a charity place, you are required to fundraise a minimum of £450 or the figure agreed by your charity.
- 6.2 You are required to reach 50% of your target at least 6 weeks prior to the event. If registering after 29th March 2019, you must raise 50% of your target by 3rd May 2019. Failure to do this can result in your removal from the event.
- 6.3 You are required to reach your full fundraising target no later than 4 weeks after the event.
- 6.4 If you wish to transfer from a charity place to a public place, you must pay the increase in Registration Fee.
- 6.5 If you wish to transfer from a public place to a charity place, you will be refunded the difference in Registration Fee for this place. However, you will be subject to the above fundraising declarations outlined in 6.1, 6.2 and 6.3.
- 6.6 If you wish to cancel your place, please refer to Section 2 above for your cancellation options. All clauses outlined in Section 2 are applicable to those taking part as a charity place.
- 6.7 If taking part as a charity place and fundraising for a non partner charity, you must first receive confirmation from both Threshold Sports and your chosen charity before you begin to fundraise.
- 6.8 If taking part as a charity place, you are opting in to sharing your personal data with your chosen charity and agreeing to be contacted by your charity in relation to your participation in the event. This is of the understanding that your chosen charity will not share your personal data with any third party for marketing purposes.
- 6.9 By taking part as a charity place, this is confirmation that your chosen charity have agreed to part fund your participation. The fee to the charity can range between £90 - £144, depending on your package and their partnership agreement with Threshold. Please note that the charity has agreed these fees with Threshold in advance and is on the basis that you meet the minimum fundraising pledge.

- 6.9.1 If the event is cancelled, donations will not be refunded by the charity that is part-funding your place