

## **RULES & REGULATIONS**

### **DULUX LONDON REVOLUTION TRAILS 2019 – Team Dulux**

#### REGISTRATION

- 1.1 The Dulux London Revolution Trails (“Event”) consists of an event on foot from Marlow to Windsor Racecourse, scheduled to take place on 11th May 2019 and is organised by Threshold Sports Ltd (“Threshold”) and shall be referred to as the “Dulux London Revolution Trails” 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 was sent in communications from Tina Waller and pay the £50 registration bond (the “Registration Bond”).
- 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 on Friday 26<sup>th</sup> April 2019 at 12pm (“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.
- 1.8 Subject to the other provisions of this Clause 1, submission of the Online Registration Form 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 bib 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 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 he/she is no longer able to take part in the event, he/she must email Tina Waller [tina.waller@akzonobel.com](mailto:tina.waller@akzonobel.com) at the earliest convenience. Any refunds will be dealt with on an individual basis and at the discretion of Dulux.
- 1.12 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.
- 1.13 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 FUNDRAISING COMMITMENTS OUTLINED BY DULUX**

- 2.1 The participant acknowledges and agrees that:
  - subject to Clause 1.3, a Registration Bond of £50 will be taken when the Participant registers for the event;
  - he/she commits to the set fundraising target of £100;
  - he/she commits to raising the target outlined in Clause 2.1.2 by Friday 28<sup>th</sup> June 2019;
  - if the fundraising target has not been reached by the deadline outlined in Clause 2.1.3, he/she will not be refunded the £50 Registration Bond.
  - If the fundraising target has been reached by the date outlined in Clause 2.1.3, he/she will be refunded the £50 Registration Bond by Threshold Sports on instruction from Tina Waller at Dulux. This will be refunded to the card used to initially pay for this bond.
- 2.2 If for any reason a participant can no longer take part in the event, he/she can transfer their place to another participant provided notification takes place before midday on Friday 12<sup>th</sup> April 2019. This must be communicated to Tina Waller ([tina.waller@akzonobel.com](mailto:tina.waller@akzonobel.com)), stating clearly the desire to make a Participant Transfer and the full name and email address of the new entrant ("Incoming Participant"). The fundraising target and deadline outlined in Clauses 2.1.2 and 2.1.3 are then applicable to the Incoming Participant. If he/she cancels their place after midday on Friday 12<sup>th</sup> April 2019, the fundraising target must still be reached.

## **3 DULUX LONDON REVOLUTION TRAILS**

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

- 3.2 The Event is an endurance event on foot from Marlow to Windsor Racecourse. Participants are able to enter the following packages:
- “Half marathon incl. camping”;
  - “Half marathon excl. camping”;
  - “Marathon incl. camping”;
  - “Marathon excl. camping”;
  - “Ultra Marathon incl. camping”;
  - “Ultra Marathon excl. camping”;
- 3.3 Prizes will be awarded to individuals taking part in all packages based on ‘gun time’. These will be for the fastest female and male in each category. For those competing for a prize, they must set-off in the following waves:
- “Half marathon”: Wave D
  - “Marathon”: Wave B
  - “Ultra Marathon”: Wave B
- 3.4 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 shall inform the Participant by email of any such change or cancellation.
- 3.5 Any Participant intending to cancel their place in the Event shall inform Threshold as soon as reasonably practicable.
- 3.6 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.
- 3.7 Without prejudice to Threshold’s right to remove any Participant from the Event due to ill health pursuant to clause 3.5 above, the Participant acknowledges and agrees that:
- 3.6.1 If he/she is a participant of the “Dulux London Revolution Trails incl. camping” and becomes ill with a non-infectious illness (as determined by the Event medical team) during “Day 1” but wishes to still stay at 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.
- 3.6.2 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.
- 3.8 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.

- 3.9 If he/she arrives at the pit stop after the designated pit stop closure time (“Pit Stop Closure Time”). He/she will be responsible for his/ her repatriation according to Clause 3.7. Pit Stop Closure Times will be communicated to the participants via e-mail a minimum of two weeks in advance of the Event;
- 3.10 Threshold will endeavour to provide every Participant with a completion time but is not responsible for any electronic timing anomalies.
- 3.11 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.
- 3.12 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.
- 3.13 As a continuing condition of entry each Participant shall ensure that, for the duration of the Event:
- he/she understands that the event involves sustained physical exercise in a remote area;
  - he/she carries a charged mobile phone with appropriate credit;
  - he/she accepts that they are responsible for their own safety during the Event;
  - he/she must be competent in navigating from a map of the route provided by Threshold Sports. The route will be signposted, however, he/she remains responsible for navigating themselves from the start to the finish;
  - he/she agrees that they are responsible for their own fitness to take part in the Event, and will consult a doctor prior to the Event if necessary;
  - he/she does not start earlier than the official start time of the Event. Failure to comply with this rule will result in disqualification;
  - if taking part in “Ultra”, “Full” or “Half”, he/she completes the route between the hours of 8.30am and 9pm on Saturday 11<sup>th</sup>, however, Threshold reserves the right to alter the route start and finish times in the event of mitigating circumstances e.g. inclement weather conditions;
  - he/she acknowledges that it is their responsibility to ensure that they have been correctly checked-in at each checkpoint along the route;

- he/she acknowledges the recommended kit list of the Event, in accordance with their Event package, as communicated by email prior to the Event by Threshold Sports;
- he/she understands that if they wish to withdraw from the Event, they must report to the nearest pit stop or contact Event Control;
- he/she understands they may not be transported by vehicle along any portion of the trail or between any points on it, unless they have formally withdrawn from the Event;
- 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;
- he/she displays the official event numbers provided in the manner indicated during the Event;
- he/she follows the Event route signage at all times, and does not deviate from the official signed route of the Event;
- he/she abides by all Event Rules and Regulations;
- he/she complies with the [Countryside Code](#) at all times;
- he/she is responsible for the collection and appropriate disposal of his/her litter along the entirety of the route, at the pit stops, and at the overnight base camp;
- he/she understands that there is no permittance of a formal support crew for any Participant along the route, as this could endanger the safety of Participants or other Event staff; and
- 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:
- complying with the Event training advice as issued by Threshold;
  - confirming that he/she has appropriate liability 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;

- completing a medical and dietary form as part of the registration process;
  - 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.
- 4.10 The Participant's journeys to and from the start and finish lines of the Event shall be entirely at his/her own risk and cost.

## **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 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.
- 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 5.2 above and particularly any changes to his/her medical condition and 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 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 privacy. Threshold Sports 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. Threshold Sports will also disclose information to the Event sponsor(s) to enable such Sponsor to track who has entered the race as one of their allocated places; for the avoidance of doubt, this will

not include any medical information. 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 walk/run 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.