

## Terms & Conditions

### 1. Definitions –

- a. Company – Bowood House Triathlon Limited
- b. Event – Bowood House Triathlon
- c. Organiser – Bowood House Triathlon Limited
- d. You – Participant in the Bowood House Triathlon
- e. Personal Data - means the participant's name, delivery address, email address, phone number, race number, t-shirt size, gender, medical conditions, emergency contact information, age, NGB affiliated number, and Club/Team name.
- f. Entry Fee – Price to enter and compete in the Event
- g. Entry Provider – Race Nation online registration software.
- h. Booking Fee - means the fee added to the Entry Fee. This covers the admin charges to process the entry and any associated credit card charges and is non-refundable.

### 2. COVID PROMISE

- a. If the Event is forced to cancel or postpone due to a local council or national government lockdown, your entry will be automatically deferred to the rearranged event date in the same year. If it is not possible to reschedule the date for the same year you will automatically be deferred to the same event the following year.
- b. If immediately prior to the event date you are directly affected by COVID-19, by contracting or forced to shield in line with the government restrictions, you can defer your entry to the same event the following year. Evidence may be required in the form of a test result or a GP letter or proof of address to confirm any of the above. In such circumstances, the Participant must notify the Organiser in writing at [info@bowoodhousetriathlon.co.uk](mailto:info@bowoodhousetriathlon.co.uk) stating clearly "Covid Promise" in the email title.
- c. If prior to the event date, you reside in an area that is forced into local lockdown you can defer your entry to the same event the following year.
- d. If you are unable to attend the rescheduled event, a refund will not be provided under any circumstance.
- e. It is not possible to transfer your place to another runner if you have activated our Covid Promise, either through the event cancellation or postponement or through self-isolation.

### 3. REGISTRATION

- a. The Participant shall complete their registration on the entry system and submit it together with payment of the Entry Fee and Booking Fee in accordance with the instructions on the entry system.
- b. A Participant will not be entitled to take part in the event until the full Entry Fee has been paid.
- c. It's the Participants responsibility to complete their entry accurately. Age categories and gender prizes will be based on the data received at the point of entry and the Organisers will not be responsible for any inaccuracies in this data.
- d. An age limit of 15 years of age on the 31<sup>st</sup> December is required to take part in the Sprint and Super Sprint races. Children aged between 8 – 15 are eligible to take part in the Tri Stars events.
- e. Any affiliated entrant will be required to show their valid Triathlon England licence to gain access to the event village on race day. Failure to show the licence will result in the participant being unable to compete.

### 4. WITHDRAWALS/TRANSFERS/DEFERRALS

- a. You can withdraw from the Event at any time but no refunds on any grounds will be given.
- b. If you are unable to compete, you're able to transfer your place to another entrant. Details of such can be found in your account within our Entry Providers platform.
- c. Transfers will close 30 days prior to event date, if you have not completed the transfer by this date, you won't be able to compete in the Event.
- d. Deferrals are not permitted for this Event, except in relation to our COVID promise in point 2.

## 5. CANCELLATION

- a. We reserve the right, in our absolute discretion, to cancel, delay or postpone the event due to unforeseen or unavoidable circumstances out of our reasonable control. In such cases, we will endeavour to inform participants as quickly as is possible.
- b. Where the event has to be cancelled, delayed or postponed due to circumstances outside of our reasonable control (including for the avoidance of doubt due to adverse weather conditions or because of instructions from the emergency services) we shall not be liable for any inconvenience, expenses, costs, losses or damages suffered by participants.
- c. Where the event has to be cancelled, delayed or postponed due to circumstances that were within our reasonable control, our entire liability in respect of any inconvenience, expenses, costs, losses or damages suffered by you as a result will be limited to the entry price you have paid to take part in the event.

## 6. DATA

### 6.1 Personal Data

- a. You acknowledge the Company will collect your Personal Data on submitting your registration for the Event.
- b. We may share your Personal Data with the following third parties who perform services on our behalf in connection with the Event:
  - If you register for the Event as part of a team, a designated leader or contact person for your team, to enable them to complete your registration;
  - The company appointed to carry out race pack fulfilment;
  - Medical provider, in connection with any medical assistance given to you in relation to the Event;
  - Marketing agencies, for the purpose of anonymised analysis and provision of digital advertising services; and
  - The company appointed to carry out timing services at the event to enable them to process timing chips.

In each case, solely to the extent necessary to deliver those services and strictly in accordance with all applicable Data Protection Laws.

We will not otherwise pass on your information to third parties except with your prior consent.

### 6.2 Data Storage

- a. Data is stored within the EU via Microsoft online storage services and MailChimp.
- b. Your personal data is stored for the duration of the event, after which time your personal data is deleted from our servers.
- c. However, your Name and Email address will be held for a period of 5 years for purposes to contact you about your previous participation and any future Events.
- d. You can contact Company anytime via email ([info@bowoodhousetriathlon.co.uk](mailto:info@bowoodhousetriathlon.co.uk)) to request a copy of the data held and request the deletion of all your personal data.

## 7. DISCLAIMER

- a. You accept that you are reasonably fit and in good health and entering the Event knowing your own limits or expected limits after training.
- b. The Company or any of its directors or venue owners will not be held responsible for any death, injury, illness, or damage to you or your property during any event.
- c. You accept that you have the required skills and experienced for such Event, (ie, open water swimming events will require you to have trained in open water). If you are considered to be putting yourself or others in danger, then you will be removed from the event.
- d. During any open water event, and any other part of event, there will be appropriate water cover and event marshals where deemed the 'most' hazardous places.
- e. You also agree that any off-road event will require substantially more fitness and skills to participate. You will be required to wear a minimum of a cycle helmet for events involving a bicycle, and you may wear any other suitable protection that you deem necessary. Any equipment worn must be in good working order and comply with current Triathlon England rules.
- f. If for any reason the Company work outside of the guidelines set by the national governing body, there will be more than appropriate cover for these changes. The guidelines set are for guidance but not necessarily set-in stone.
- g. Any changes made, are welcomed to be questioned, however we will make correspondence via email prior to the event. If you are not happy with the distances or guidelines in which we run the event under, you should not agree to this disclaimer.
- h. The Organiser will not be responsible for any actions by spectators or third parties at the Event

## 8. PARTICIPATION

- a. Rules and Regulations  
It is your responsibility to ensure you have read and understood the rules and regulations of the governing body of this Event (BTF). Failure to comply with these rules, and any Event specific local rules, will result in the Participant being disqualified and no refund will be available.
- b. Event Format and Alterations  
Course maps and information will be provided at least 7 days prior to the Event. Any alterations to the course or format of the event will be made with as much notice as possible. All alterations will be made available on the website and provided in the event briefing.
- c. Start Times and Alterations  
Provisional start times will be published with the event information at least 7 days before the event. The start times will be published on the Event website.
- d. Timing and Results  
All events will be timed electronically. No timing chip means no time. Timing chips must be worn on the outside of the left ankle unless otherwise specified. Times will be available via the Event app and post event on the Event website.
- e. Cut Off Times  
Cut off times will be enforced for health and safety reasons and restriction on the course. Cut off times, will be made available in the event information and during the event briefing.
- f. Removal of Participants  
If for any reason you are suspected to be putting yourself or other at risk of ill health or danger, the event staff will report to the Organisers and if applicable the event referee. It will then be decided to remove you from the event should you show signs of ill health or be putting yourself or others in danger. You may also be removed from the event for breach of the rules and regulations. The decision may be made by the medical lead, chief official and in all cases the event organisers decision will be final.
- g. Equipment  
Any equipment used during any event must be legal for the event and comply with current Triathlon England rules. Any event involving a bicycle must be in good working order with 2

working brakes, and where advisable carry additional tubes and a pump. You must also have a certified undamaged helmet for the event. No contact with the bicycle will be allowed in the event course without a correctly fastened helmet.

h. Lost or Damaged Property

The Organisers or land owners will not be held responsible for any lost or damaged property during an event. The Organisers will hold lost property for 30 days, after which time it will be taken to local charity shops. Any lost property will be available to pick up at the registration desk. Should you wish to have it posted out, then fees will be agreed to cover the cost of postage. Any damaged property found, will not be kept.

i. Medical

Appropriate medical arrangements will be made for the Event. If you see another participant who requires medical attention on the course, you must make the next available marshal aware giving as precise location as possible. Should you need medical attention and you are able to move, you must attempt to make it to the nearest event marshal. Should another participant need urgent medical help, it is your duty to stop and assist with life threatening injuries or illness.

j. Imagery & Media

The participant irrevocably consents to the use and reproduction by the Organiser of the participants name, finish time, likeness and appearance, including without limitation in any photography, film or recording for the purposes of advertising, publicity of this Event and any future events. If you wish to remove your imagery from any printed or publishing media please contact us directly.