

# **TERMS & CONDITIONS 2016**

#### **Parties**

The following Terms and Conditions relate to the Outlaw Triathlon which is organised by One Step Beyond Promotions.

#### Terms

The above named organisation from this point forward will be referred to as 'The Promoter'. All applicants both prospective and successful from this point forward will be referred to as 'The Applicants'.

From the moment that the above Promoter starts to organise an event, there is a considerable amount of work, expense and risk. Each event takes many hundreds of hours of forward planning, many thousands of pounds of expense and financial risk.

As with all companies incurring overheads such as premises, staff, marketing, equipment, insurance, websites, financial planning is an integral part of event management and promotion and as such we endeavour to ensure that we can cover all costs in order to provide a secure footing for all events promoted. The following 'Terms & Conditions' are set in place to ensure that we not only continue to provide applicants with safe and enjoyable events, year on year, but that we set the highest standards for delivery and customer service.

### 1: Conditions of Entry

By entering the Outlaw Triathlon as detailed on the <a href="www.onestepbeyond.org.uk">www.onestepbeyond.org.uk</a> website, be it by use of the online entry system or paper based system, applicants are agreeing to abide by the following Terms & Conditions.

#### 2: Confirmation of Entry

Cashing of an applicant's cheque or satisfactory completion of transaction through the online payment system confirms the applicant's place in the event.

#### 3: Race Information

All necessary Race Information pertaining to the event is published on <a href="www.onestepbeyond.org.uk">www.onestepbeyond.org.uk</a>. It will not be posted to you in hard copy format, however, we will provide regular newsletters about the event and inform you when new race information is available. Please note that details of the event as published on the race specific entry form, provisional race information or FAQ's are subject to change. Details of any alterations to the Provisional Race Information will be made available on the web no later than 5 days prior to the event date. It is the responsibility of the applicant to ensure they have accessed the relevant information relating to the event.

### 4: Completion of Entry Form

When utilising the paper based system, it is vital for applicants to complete the entry form fully and neatly. In the case where applicants do not complete sections properly or fully, a 'default' entry for that section will be allocated as outlined below:

- If applicants do not complete the 'date of birth' section, they will be allocated a 'default' age of 100, and will not be eligible for prizes.

Whilst the promoter will endeavour to solve any problems that arise through incorrectly completed entry forms, if it is not possible to read any section of the entry form, the form may be returned to the applicant, with a request for it to be completed again without the securing of a confirmed place in the event.



#### 5: Competitor Withdrawal

If for any reason the applicant who has already successfully entered an event find themselves unable to race and wishes to withdraw from the event, the applicant must inform 'The Promoter' in writing. This should be done initially via e-mail to info@onestepbeyond.org.uk. Please note athletes can NOT withdraw via social media.

Applicants should receive a confirmation of their withdrawal within 5 working days. If this confirmation is not received within 5 days, the applicant should contact the Event Office immediately by telephone (01427 718888) to verify receipt of their request to withdraw.

Alternatively postal withdrawals can be made in writing to. The Events Office – Withdrawals (Name of event), One Step Beyond Promotions, Unit 7a, Heapham Road Industrial Estate, Sandars Road, Gainsborough, Lincolnshire, DN21 1RZ, please include an email address so your withdrawal can be acknowledged. Please note the promoters cannot be held responsible for loss or delay in post.

Applicants who withdraw from the event prior to the Withdrawal Date will receive a refund in line with the policy outlined below:

# Outlaw Triathlon – 24<sup>th</sup> July 2016

- Up to 26 weeks out refund minus £50 admin charge: Opening day 23<sup>rd</sup> January
- 26 12 weeks out refund minus £75 admin charge: 24<sup>th</sup> January 1<sup>st</sup> May
- 12 6 weeks out refund minus £100 admin charge: 3<sup>rd</sup> May 12<sup>th</sup> June
- 6 4 weeks out refund minus £125 admin charge: 13<sup>th</sup> June 26<sup>th</sup> June
- Inside 4 weeks out no refunds: 27<sup>th</sup> June

### 6: Attempted Swapping of entries

Please note that the swapping of entries between applicants is strictly forbidden as it invalidates insurances undertaken by the Promoter to cover the event. The consequences of attempting such an undertaking by any applicant is so serious in jeopardising the continuation of events that any applicant found to have passed their entry to another applicant and any applicant found to have taken up that entry will both be banned for life from all future events organised by the Promoter.

Up until 5 weeks prior to the event applicants are permitted to switch their type of entry i.e. from an individual to a relay. This can only be done via the online entry system (not through the office of the Promoter). There will be a processing fee of £25.00 for using this service.

### 7: Transfer of Entry and Deferral

Under no circumstances are applicants able to transfer their entry to either another event, to another individual or defer their entry to the following season. Applicants are instead, requested to follow the guidelines as outlined in Section 5 Competitor Withdrawal.

#### 8: Registration

Details of race registration times relating to the event will be posted in the 'Final' race information document. All applicants are required to attend registration & the race briefing within the times specified. Applicants who do not attend registration within these times will not be allowed to race, and will lose their right to a place in the event. It is the responsibility of the applicant to ensure they have accessed the relevant information relating to registration at the event.

Relay teams can be registered by just one team member, but they must have all three sets of team member photo identifications with them and must rack their bikes according to the same timescales set out for individual applicants. Failure to supply all three IDs will result in the team not being able to register.

### 9: Photography

The promoters maintain the right to use images and photographs taken by their contracted photographers and employees at the event without informing the applicant. These images can be used for promotional purposes as undertaken by the promoters and their partners, which will cover a range of possible uses including advertising, press and media, printed information items, editorial coverage and any other promotion directly related to the promoters or their sponsors.

## 10: Prizes

Prizes at each event will be awarded in age categories as outlined in the Final race information document, where possible applicants who are awarded a prize should attend the presentation in order to receive it.

### 11: Late Entries



If there are still places available after the closing date, applicants must include an additional fee to cover additional administration work as outlined on the entry form. If applicants do not include the late entry fee, then the application will be returned.

#### 12: Event Changes

The above named Promoter has the right to change any event for the reason of safety without prior notice.

#### 13: Event Cancellation

If for reasons beyond the control of the Promoter, including an 'act of God' due to unforeseen, naturally occurring events that were unavoidable, the event which applicants have entered is cancelled or postponed, the Promoters will issue a full Race Credit to the value of the original entry fee or transfer the applicants entry to another race/events where requested. Alternatively if an event is cancelled by the Promoter for non 'act of god' reasons, the Promoters will offer a full refund.

# 14: Right of refusal for entry:

The Promoters maintain the right to refuse or revoke entry to any applicant, where they believe that accepting the entry could prejudice the event, the promoting organisation, their sponsors, associates or staff. This right of refusal extends to include applications where acceptance is considered by the promoters to be likely to infringe upon the enjoyment of any persons connected with the event, including staff, marshals, volunteers & other competitors.

