**The Gauntlet Games**

**Terms and Conditions of Entry**

Please read all sections carefully before agreeing to the Terms & Conditions below.

Please note that if you are signing up on behalf of other participants, you agree to these conditions on their behalf too. If you wish to pass responsibility of agreement of conditions on to the individual participant, please ensure they enter themselves online.

Medical Restrictions

You do not have to be an athlete to participate in these activities but you must be reasonably fit and be aged between 17 and over on the day of the event. Those who are pregnant or under the influence of alcohol or drugs should not take part. Those with asthma, epilepsy, diabetes, a heart condition or any other medical condition which may be restrictive to their participation in this event should consult their doctor prior to signing up for the challenge. You are strongly advised not to participate if you are or have recently been suffering from a cold or flu symptoms.

DEFINITIONS

“GE" means Gladiator Events Limited, a company registered in England and Wales with company registration number 08810090

"Conditions of Entry" means these terms and conditions of entry for the Event.

"Entry Form" means the entry form that appears on the GE website.

"Event" means an official competition staged by GE and/or its authorised agents.

"Fees" means the total entry price for each Participant as set out in the Entry Form.

"Participant" means an individual who is a competitor in the Event.

1. BOOKINGS AND PAYMENTS

1.1. All race entries are non-refundable, including those that have been pre-purchased but not claimed. It is possible to transfer your entry to another person up to one month prior to event date with a small admin fee, but after this time, no transfers can be made. It is not possible to transfer your entry to another race.

2. PARTICIPATION AND PARTICIPANT OBLIGATIONS

2.1 The Participant agrees to abide by the GE Rules as set out in the GE website www.thegauntletgames.co.uk and hereby confirms that he or she has read and fully understood the same.

2.2 A Participant shall not be entitled to a refund of the Fees or any part thereof or any other form of compensation of any kind if he or she is disqualified from an Event by GE as a result of any infringement of the GE Rules.

2.3 The Participant acknowledges that participation in an Event will be physically strenuous and mentally demanding for all Participants and shall ensure that he or she is both physically and mentally capable of competing in such an Event and will sign the Medical Declaration and Liability Waiver at the Event.

2.4 The participant will only be permitted to take part in the Event when the signed Medical Declaration and Liability Waiver has been signed and handed in to staff at the Event.

2.5 The Participant acknowledges that personal accident insurance in relation to the

Participant's person or property is the responsibility of the individual Participant.

2.6 The event number must be kept clearly visible at all times and must not be altered in any way before/during and/or after the Event. Failure to comply with these requirements will result in an instant disqualification from the Event.

3. REFUNDS AND CANCELLATIONS

3.1 I hereby understand and acknowledge that all fees paid in registration for the event are non-refundable for any reason, under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

3.2 GE reserves the right to change the event location and date. No refunds, credits or transfers shall be made if any new event location is within a radius of 50 miles of the original AND if the new event date is within one calendar month of the original. If either of the above conditions are not met then the Participant shall be entitled to a full refund of their entry fee upon written request to GE.

4. ORGANISERS' LIABILITY

4.1 Other than as set out in clause 4.3 and subject to clause 4.2, the aggregate liability of GE in respect of any loss, expense, liability cost or damage of any kind whatsoever suffered by any Participant which arises out of or in connection with these Conditions of Entry and/or the Event, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the Fees actually paid by the Participant to GE pursuant to these Conditions of Entry.

4.2 GE, its officers, employees, agents, affiliates, sponsors, charities or medical advisers shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

4.2.1 Any loss or damage of personal equipment belonging to the Participant;

4.2.2 Any economic losses (including, without limitation, loss of revenues, profits contracts, business or anticipated savings);

4.2.3 Any loss of goodwill or reputation; or

4.2.4 Any indirect or consequential losses.

4.3 Nothing in these Conditions of Entry shall exclude or limit the liability of GE:

4.3.1 For death or personal injury caused by GE's negligence;

4.3.2 For fraud or fraudulent misrepresentation; or

4.3.3 For any matter which it would be illegal for GE to exclude or attempt to exclude its liability.

5. IMAGE RELEASE

5.1 All Participants must sign and return the Participant's Medical Declaration and Consent Form consenting to being photographed, filmed, or recorded by GE (or anyone authorised by them) and the use and reproduction of their likeness in film, brochures or recordings otherwise they will not be permitted to take part in the Event.

6. DATA USE

6.1 GE will treat all personal information supplied by a Participant as confidential and it will be stored securely in accordance with Data Protection legislation. GE will only use a Participant’s personal information for the purposes agreed by the Participant as a necessary part of the Participant’s booking in the Entry Form or the Medical Declaration and Consent Form. GE will not sell, supply or otherwise distribute a Participant’s personal information to any third party unless GE is required to do so by law or for the purposes of a police investigation or in the interests of your safety e.g. informing emergency personnel of medical conditions in order to render Emergency assistance. GE may use your contact details to inform you of events in the future.

7. CLAIMS AND COMPLAINTS

7.1 No Participant shall bring a claim against GE arising out of or in connection with an Event and shall indemnify GE for any losses, costs, damages or expenses of any kind (including reasonable professional fees) which GE may suffer or incur as a result of any such claim and/or the threat thereof.

7.2 Should any Participant have a complaint regarding GE and/or the Event and/or the conduct of any of GE’s employees then GE will endeavour to investigate that complaint. All complaints should be brought to GE’s attention immediately so that GE has an opportunity where possible to rectify the situation and should then be followed up in writing within 7 days of the complaint arising.

8. GENERAL

8.1 These Conditions of Entry and the documents referred to in them, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The Participant acknowledges and agrees that in submitting the Entry Form (and the documents referred to in it) he or she does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in these Conditions of Entry.

8.2 GE shall not be liable to any Participant for any loss, damage, cost, expense or liability of any kind whatsoever in relation to the Event which results from any cause, event or circumstances beyond its reasonable control including without limitation war, terrorist action (or the threat thereof) strikes, flood, earthquake or any other natural disaster, subsidence and

adverse weather conditions.

8.3 Nothing in these Conditions of Entry shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

8.4 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

8.5 No amendment of these Conditions of Entry shall be valid or binding unless made by prior written agreement between the parties hereto and signed by their duly authorised representatives.

8.6 To the extent permitted by law all provisions of these Conditions of Entry shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

8.7 These Conditions of Entry 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.

Sponsorship raised for St Ann’s Hospice

You are not permitted to use any of the sponsorship money that you raise in relation to the Gauntlet Games to pay for your expenses. If you do not pass all the money that you raise to St Ann’s Hospice, you may be committing a criminal offence.

Please encourage eligible donors/sponsors to make gift aid declarations. This will make the most of your fundraising efforts by enabling us to recover basic rate tax on their donations.

We would like to receive photographs of your event – if you wish to share these with us, please email them to communications@sah.org.uk and we will use them to promote our work.

By accepting a free place for Gauntlet Game through St Ann’s Hospice I also agree to commit to raising at least £100 in sponsorship which is to be sent in full to St Ann’s Hospice one month after the event.