

## **Terms and Conditions of Participation in Vélo Birmingham & Midlands 2020 (“EVENT”)**

Participation in the Event is subject to and conditional upon the following terms and conditions:

### **1. REQUIREMENTS**

- 1.1 Only people properly registered in accordance with these terms and conditions are eligible to take part in the Event (“**Participant(s)**”).
- 1.2 In respect of both the Vélo Birmingham & Midland route(s), participants must be at least 16 years old to take part in the Event. Participants aged 16 and 17 on 21 June 2020 must present a signed parental consent form in order to participate. Participants aged 16 and 17 must be accompanied by a parent or guardian for the duration of the Event. The Organiser (as defined below) reserves the right to withdraw any entry where a Participant is under 18 and has not completed a parental consent form and/or is not accompanied by a parent or guardian for the duration of the Event.

### **2. ACCEPTANCE OF CONDITIONS**

- 2.1 The Event organiser is Active Sport & Entertainment Limited (t/a Active Sport), Company Number 10225082 whose registered address is ACTIVE SPORT, Tintagel House, 92 Albert Embankment, LONDON, SE1 7TY (“**Organiser**”).
- 2.2 The Participant shall be deemed to have accepted these terms and conditions and to have entered into a legally binding contract with the Organiser when he/she (a) accepts the terms and conditions of participation by clicking the relevant field in the online registration form (“**Online Entry Form**”) and (b) pays the appropriate entry fee (if applicable).

### **3. PARTICIPATION**

- 3.1 Entry into the Event is personal to the Participant. The Participant shall not enter the Event on behalf of any other person and may not transfer his/her entry or assign any of his/her rights or obligations under these terms and conditions, save in accordance with these terms and conditions and/or with the prior written consent of the Organiser. The Participant agrees that the entry is purchased for his/her personal use only and that it cannot be transferred, given away for free or used as part of any form of business or commercial activity (save as expressly authorised by the Organiser). In particular, the Entry may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotion use as a prize (including in competitions and sweepstakes), travel packages, or for any other trade purposes. Transfer, donation, give away, resale or attempted resale is grounds for cancellation of entry without refund or other compensation.
- 3.2 The Participant acknowledges that the Event is physically strenuous and that he/she is aware of the associated medical and physical risks involved. By completing the Online Entry Form the Participant warrants to the Organiser that he/she is sufficiently fit and healthy to participate in the Event unaided and agrees to be solely responsible for his/her actions, and the Organiser, its officers, agents, employees, affiliates, sponsors or medical advisers shall not be responsible for any injury or illness that the Participant may suffer as a result of his/her participation in the Event (unless caused by the negligence of the Organiser or its officers, agents, employees, affiliates, sponsors or medical advisers).
- 3.3 The Organiser reserves the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason (at the Organiser’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 injury or illness which may impair his/her performance and confirms that he/she will report any illness during the Event to the Event medical team immediately.
- 3.4 The Participant agrees to abide by all Event rules, regulations and instructions issued by or on behalf of the Organiser, any rules and regulations imposed by any venue and all applicable rules and regulations of the relevant sporting governing bodies that oversee the running of the Event including the relevant British Cycling regulations and doping rules and any road regulations, including but not limited to, the Highway Code (to the extent it is applicable). The Organiser is entitled to impose Event rules upon the Participant from time to time which will form part of these terms and conditions and all decisions and rulings by or on behalf of the Organiser shall be considered final. The Participant will comply with all instructions and guidelines given by the Organiser and all Event staff, stewards, marshalls and medical/safety personnel. The Participant understands that he/she will not be entitled to a refund of the fees if he/she is disqualified from the Event as a result of an infringement of these terms, any rules, regulations or instructions.
- 3.5 The Organiser shall be entitled at any point to refuse entry to the Event to any person and/or to refuse to allow any Participant to take part or continue to take part in the Event including, without limitation, if he/she has behaved in a manner which, in the reasonable opinion of the Organiser (including any third party acting

on their behalf), has, or is likely to affect the safety of other Participants; or he/she uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or in the reasonable opinion of the Organiser he/she is acting under the influence of alcohol or drugs or fails when required to produce proof of identity or age.

#### **4. RIDER INFORMATION**

- 4.1 All necessary rider information pertaining to the Event is published on <https://www.velobirmingham.com/> (“**Website**”). We will provide regular newsletters about the Event and inform Participants when new rider information is available via email, social media or on the Website. Please note that details of the Event as published on the Online Entry Form, rider information or FAQ’s are subject to change. Details of any alterations to the rider information will be made available on the Website as soon as reasonably practicable. It is the responsibility of the Participant to ensure they have accessed the relevant information relating to the Event.

#### **5. PAYMENT**

- 5.1 Save for Participants registered to participate on behalf of any official Event Charities (“**Charity Participants**”), each Participant is required to pay an entry fee (variable) for the Event at point of entry (“**Entry Fee**”). The Organiser only accepts payment by approved debit card or credit card – the terms and conditions relating to use of the online entry system are set out below.
- 5.2 Entry Fees may be subject to additional order processing/booking/administration fees.
- 5.3 If payment cannot be collected for any reason including, without limitation, due to insufficient funds, cover of account or revocation by the applicant (also at a later date), the applicant cannot participate in the Event and may be charged a withdrawal fee.
- 5.4 All entry fees are inclusive of VAT at the rate of 20% VAT.

#### **6. EVENT REGISTRATION**

- 6.1 The Participant must complete the appropriate registration process at the times and on the day(s) instructed by the Organiser. Registration and rider pack collection will only be available on the day before Event day. There will be no registration or rider pack collection on Event day. Rider packs must be collected in person, unless the Participant has selected the Fast Track entry option. The Fast Track entry option is not available to Participants who are under 18. Participants who are under 18 must complete registration and collect their rider pack on the day before Event day.
- 6.2 For rider pack collection each Participant will receive his/her rider pack upon the presentation of photo identification (e.g. passport or driving licence) and email confirmation. Photocopies or photographs of photo identification are acceptable. If a Participant cannot appear personally, he/she must ensure that the rider pack is collected by a person who has been authorised in writing by said Participant with a photocopy of a passport or driving license. No registration (or participation in the Event) will be permitted without providing photo ID.
- 6.3 If a Participant needs to change their details at any time, they can do so by emailing [hello@velobirmingham.com](mailto:hello@velobirmingham.com) or by logging into their Active account (<https://passport.active.com/>). Key information on a Participant’s account can be updated up to two months before the Event, after this time no changes can be made due to creation of rider packs. Charges may apply if a replacement rider and registration pack is required.
- 6.4 Participants registered for the 100 mile route are able to transfer their entry to the short route (subject to availability and capacity) up to two months before the event (April 21 2020), they can do so by emailing a request to [hello@velobirmingham.com](mailto:hello@velobirmingham.com). In the event of this transfer, participants will not be issued a refund for the difference in Entry Fee or a refund of any other nature.

#### **7. PARTICIPANT OBLIGATIONS**

- 7.1 As a continuing condition of entry into, and participation in, the Event each Participant shall ensure that:
- 7.1.1 safety approved cycle helmets conforming to British Cycling standards are worn at all times during the Event;
- 7.1.2 he/she does not start earlier than the official start time on the day of the Event. Failure to comply with this rule will result in disqualification;

- 7.1.3 his/her bicycle is roadworthy for the Event and equipped with the relevant insurances and documentation;
  - 7.1.4 he/she does not use a mobile phone whilst cycling;
  - 7.1.5 he/she does not use a music player with headphones whilst cycling;
  - 7.1.6 he/she displays the official event numbers provided at registration in the manner indicated in the event information booklet;
  - 7.1.7 he/she does not deviate from the official signed route of the Event;
  - 7.1.8 he/she understands that the following are forbidden at the Event – bikes with disc wheels, recumbent bicycles with full fairing or tricycle configuration, electronic bikes not compliant with current UK/EU legal requirements for ‘electrically assisted pedal cycles’ (EAPCs), unicycles, elliptical cycles, penny farthings, tricycles, quad cycles, BMX bikes, fixed gear bikes / singlespeeds / fixies (allowed with two independent brakes and a freehub); any unconventional handlebars, including triathlon bars, aero bars, clip-ons, prayer bars, Spinaci bars and cow bars, bars without Bar end plugs fitted; handlebar extensions, any attachment parts that endanger other riders (e.g. kick stands that stick out), bike trailers, child carriers, bottle cages under or behind the saddle, drinking bottles that are made of non-breakable or hard materials like aluminium or hard plastic; pets or animals of any kind; and any other items which the Organiser considers may be a danger to the safety of other participants; and
  - 7.1.9 he/she must comply with the reasonable instructions of the Organiser and all Event staff, stewards, marshals and medical/safety personnel.
- 7.2 Should Participants breach the Participant Obligations, the Organiser reserves the right to (i) disqualify Participants from the Event, and (ii) exclude the Participant from participation in future events organised by the Organiser.

## 8. WITHDRAWALS AND TRANSFER OF ENTRY PLACES

- 8.1 This clause shall not apply to participants registered to ride on behalf of an official event Charity (“**Charity Participants**”). All cancellations, refunds or withdrawals by Charity Participants must be taken up directly with their designated Charity. No refunds shall be made directly to any individual Charity Participant by the Organiser in any circumstances.
- 8.2 The Participant acknowledges that places for the Event are limited and registrations for places have a direct impact on the organisation and logistics of the Event. Accordingly, the Participant may only withdraw from the Event or transfer their place to another participant as set in the following clauses:
- 8.2.1 A participant may withdraw from the Event at any time by contacting [hello@velobirmingham.com](mailto:hello@velobirmingham.com). No refunds will be payable in the event of a withdrawal at any time.
  - 8.2.2 Participants will be able to transfer their entry to another person up to two months before the Event (April 21, 2020). Any transfer to another person will be subject to a transfer fee of £10. The new participant must sign up to these terms and conditions to be eligible to compete in the Event. To do this, please login to your Active account (<https://passport.active.com/>) using the details created during registration and follow these instructions:
    - A. Click Transfer registration
    - B. Enter the recipient's email address at Email address
    - C. Enter the recipient's email address again to confirm at Confirm email address
    - D. Click Submit. The transferee will be sent a link to the Online Entry Form. If they do not receive such link, please contact [hello@velobirmingham.com](mailto:hello@velobirmingham.com).

The new participant must use the link to register for the Event by no later than a week after receiving the link. In the event the new participant does not complete the online entry form (transfer) by the deadline, they will not be entitled to participate in the Event.

## **9. CANCELLATION, ALTERATION AND TIMINGS OF EVENT**

- 9.1 The Participant acknowledges and accepts that circumstances concerning the Event may change from time to time for reasons outside of the Organiser's reasonable control or otherwise, without the Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant save as expressly set out in these terms and conditions.
- 9.2 The Organiser may cancel the Event because of circumstances beyond the reasonable control of the Organiser including, without limitation, war, civil or political unrest, transport disruptions, terrorism, including reasonable threat thereof, inclement weather conditions, death of a member of the royal family, and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body, on advice of any security or police force and/or local authority consent or approval, or withdrawal of such consent or approval, ("**Force Majeure**"). In such circumstances, the Participant will not be entitled to any refund of the Entry Fee, processing/booking/administration fees and/or compensation of other losses, such as travelling or accommodation expenses.
- 9.3 The Organiser reserves the right to cancel the Event for any reason, but where such reason is not attributable to Force Majeure, the Participant will be entitled to a refund of their Entry Fee (excluding any processing/booking/administration fees).
- 9.4 In the event of cancellation of the Event or a Participant's entry for any reason, the Organiser will have no responsibility for any losses, expenses or costs incurred as a result of cancellation including, without limitation, any travel or accommodation costs or any processing/booking/administration fees.
- 9.5 Yellow Jersey Insurance: If a Participant has purchased insurance at the time of their entry through Yellow Jersey, any refunds will be processed in accordance with the insurance policy: <https://www.yellowjersey.co.uk/velo-birmingham/>. Participants will not be entitled to refunds from both Yellow Jersey and the Organiser.
- 9.6 The Organiser reserves the right to change the date of the Event. In the event of such change of date of the Event, and if the Participant is unable to attend on the revised date, he/she has 7 days to inform the Organiser in writing from when the change in date is announced to receive a refund of his/her Entry Fee (excluding any processing/booking/administration fees).
- 9.7 The Organiser reserves the right to alter the start time of the Event. In the event of a change of start time the Participant will be notified of the revised start time with as much notice as reasonably practicable. The Participant acknowledges that the Events will have an early start time and it is the Participant's responsibility to ensure that they arrive at the time allocated to them. No refund in full or in part shall be made for any change in start time for the Event provided the Event takes place on the specified date of the Event.
- 9.8 The Organiser reserves the right to amend the Event format, including changing the course and the distance, at its sole discretion. If the Event format, course or distance, is changed the Participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course or distance.
- 9.9 In order to ensure the roads can re-open on time in line with the Organiser's obligations to the relevant local authorities, the Organiser has the right to remove from the Event those Participants who do not meet the required cut-off time as dictated by the sweep vehicle. No refunds will be paid to Participants in these cases. The average speed participants will be required to maintain in order to complete the route in the allocated time is 17.5 km/h (11 mph).

## **10. LIABILITY AND INSURANCE**

- 10.1 Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Organiser from and for any liability, sum, costs, damages or expenses (including legal and professional fees) incurred by the Organiser 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 the Organiser or any of its employees).
- 10.2 Under no circumstances shall the Organiser be liable to the Participant in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, charity funds, anticipated savings or wasted expenditure, or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of submitting the Entry Form) arising out of the Participant taking part in the Event or any other matter arising under these terms and conditions nor for an

aggregate amount greater than the Entry Fee (excluding any processing/booking/administration fees) paid by the Participant.

- 10.3 In the event of cancellation of the Event or a Participant's entry for any reason, the Organiser will have no responsibility for any costs or expenses incurred by a Participant as a result of cancellation, including any travelling or accommodation expenses.
- 10.4 Nothing in these terms and conditions shall exclude or limit the liability of the Organiser:
  - 10.4.1 for death or personal injury caused by the Organiser's negligence;
  - 10.4.2 for fraud or fraudulent misrepresentation; or
  - 10.4.3 for any matter which it would be illegal for the Organiser to exclude or attempt to exclude liability.
- 10.5 The Organiser will not be liable for any actions of any spectators or other third parties.
- 10.6 The Participant accepts that any mechanical support received on his/her bike from the Organiser, partners, Participants or other third parties is at his/her own discretion and the Participant will not hold anyone else responsible for any subsequent bike malfunctions or resulting injury.
- 10.7 The Participant accepts that should his/her bike be transferred in any vehicle during the event, such as the sweep vehicle, he/she accepts it is placed and transferred in the vehicle at his/her own risk and the Organiser is not liable for any damage caused during this process.
- 10.8 Some of the food products given out on Event day may contain or have traces of nuts and nut oils or may have been made alongside other products containing nuts or contain other ingredients which a Participant may be allergic or intolerant to. It is the Participant's responsibility to check ingredients in such products and the Organiser shall not be held liable for any damage, illness or injury caused by consuming or coming into contact with such products (unless caused by the Organiser's negligence).
- 10.9 The Organiser will endeavour to provide an Event finish time for the Participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.

## **11. COLLECTION AND USE OF DATA**

- 11.1 The Participant agrees and consents to the Organiser using his/her personal details provided in his/her Online Entry Form as set out in the Privacy Policy: (<https://www.velobirmingham.com/privacy-policy/>).

## **12. COMMERCIAL PROVISIONS**

- 12.1 The Organiser reserves the exclusive right and license throughout the world (and Participant hereby grants the Organiser 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 the Organiser 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 "3/4G" 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 partner products and/or services and/or the promotion, marketing or advertisement of the Organiser and its events, or any Event partner at that time (Event partners are listed here and updated from time to time: <https://www.velobirmingham.com/partners-list/>)
- 12.2 Participation in the Event does not confer any rights (by implication or otherwise) on the Participant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of the Event.
- 12.3 No Participant shall engage in any form of "ambush marketing" (ambush marketing is an activity by a party which utilises the publicity value of an event without having any official involvement or connection with the event) and shall not breach or infringe the rights of any sponsor or other party commercially associated with the Event, nor conduct unauthorized promotions or other commercial activity.
- 12.4 Should a Participant not wish to be filmed or photographed at the Event, he/she should email [hello@velobirmingham.com](mailto:hello@velobirmingham.com), stating their name and bib number and Organiser shall pass this information to the third party filming/photography providers. Organiser cannot guarantee that any local or national media/news reports of a live event will not include your name and/or image and Organiser shall not be held responsible for any footage or images shown using your image, unless the Organiser gave approval for such images to be used.

### **13. MERCHANDISE TERMS**

- 13.1 All orders for official Event merchandise will be processed and fulfilled by Scimitar Sports UK Ltd and by purchasing the merchandise, Participants acknowledge that the Organiser shall pass on your order details, including your name and contact details to Scimitar, in order to fulfil the order.
- 13.2 Any purchases of official Event merchandise, will be subject to Scimitar Sports UK Ltd 'Terms of Service' and 'Refund Policy' available here: <https://www.scimitarshop.co.uk/elite/delivery-returns/>.
- 13.3 The Organiser shall not be responsible for any non-delivery, delays or any other matter related to the merchandise, including fitness for purpose. Should a Participant require any recourse in relation to a merchandise order, such recourse shall be against Scimitar and not the Organiser itself.
- 13.4 Any questions regarding merchandise and orders should be sent to: [help@scimitarvelo.shop](mailto:help@scimitarvelo.shop) or by calling 01905 425324 (please note that call charges may apply). Scimitar's customer service information is available here <https://www.scimitarshop.co.uk/elite/faqs/>.
- 13.5 Scimitar means Scimitar Sports UK Ltd company number 07224416 whose registered office is Severn House, Hylton Road, Worcester, WR2 5JS.

### **14. MISCELLANEOUS**

- 14.1 These terms and conditions (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 Online Entry Form (and the documents referred to in it) he/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) other than as expressly set out herein.
- 14.2 If any provision of these terms and conditions is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the provision shall be amended in such a reasonable manner or it may be severed from the terms and in either event the remaining provisions shall remain in full force and effect.
- 14.3 These terms and conditions are governed by English Law and the English Courts shall have exclusive jurisdiction in relation hereto.