

# **RULES & REGULATIONS**

## **THRESHOLD TRAIL SERIES SPRING TRAINING DAY 2021**

### **1 REGISTRATION**

- 1.1 The Threshold Trail Series Spring Training Day 2021 (“Event”) consists of an event on foot in the Thames Valley and Chiltern Hills scheduled to take place on 27<sup>th</sup> March 2021 and is organised by Threshold Sports Ltd (“Threshold”) and shall be referred to as the “Threshold Trail Series Spring Training Day 2021” or such other title as Threshold may advise.
- 1.2 Only persons aged 18 years or above as at 27<sup>th</sup> March 2021 may register for the Event.
- 1.3 Applicants must complete and submit the online registration form (“Online Registration Form”) which can be found at [www.thresholdtrailseries.com/events/spring-training-day](http://www.thresholdtrailseries.com/events/spring-training-day) (the “Event Website”), and pay the Entry Fee (the “Entry Fee”) and the booking fee between £1.50 - £4.50 per place (the “Booking Fee”).
- 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 Registration Forms must be received by Threshold on or before midnight on Sunday 21<sup>st</sup> March 2021 (“Entry Deadline”). Any Online Registration received by Threshold after the Entry Deadline will not be accepted. This deadline is subject to change if the Event entries are full prior to the above date, and in accordance with Clause 1.5. Threshold reserves the right to close the Online Registration Form at any point.

### **2 ENTRY FEES**

<b>PACKAGE</b>	<b>Up to 31<sup>st</sup> Jan 2021</b>	<b>Up to registration close</b>
Marathon	£55	£65
Half Marathon	£45	£55

All prices are inclusive of VAT.

- 2.1 Subject to the other provisions of Section 1, submission of the Online Registration Form, payment of the Entry Fee and the Booking Fee, and receipt of the Online Confirmation shall (together) entitle the Participant to participate in the Event.
- 2.2 Threshold reserve the right to change the dates that the Entry Fee increases.
- 2.3 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 Participant 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, with the exception of compliance with Clause 2.2.

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- 2.4 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.
- 2.5 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.
- 2.6 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.

### **3 CANCELLATION OPTIONS**

- 3.1 Any Participant intending to cancel their place in the Event shall inform Threshold as soon as reasonably practicable ("Cancellation Notification").
- 3.1.1 Threshold operates a seven (7) day cooling off period. Accordingly, the Participant is entitled to cancel his/her Entry to participate, provided Threshold receives written notice of cancellation within seven (7) days of payment of the Entry Fee. During this 7-day period, the Participant is able to cancel his/her entry and receive a full refund of the Entry Fee by emailing [info@thresholdtrailseries.com](mailto:info@thresholdtrailseries.com). The notice must be received before the end of the seven (7) day cooling off period. The Booking Fee is non-refundable.
- 3.1.2 Thereafter, the Entry Fee is non-refundable under any circumstances.
- 3.1.3 Additional extras purchased that are managed by Threshold Sports such as merchandise, parking permits and shuttle passes will be refunded in full
- 3.1.4 Additional extras purchased that are managed by 3<sup>rd</sup> parties such as iTabs and registration insurance are subject to the individual parties' terms and conditions
- 3.2 PARTICIPANT TRANSFER
- 3.2.1 A Participant can transfer their entry to another individual ("Participant Transfer") if notice is given to Threshold. Participants who transfer their Entry can be eligible for a full refund of all Entry Fees paid (minus the Booking Fee and the Administration Fee) subject to Clauses 3.2.1 - 3.2.7.
- 3.2.2 Notice of a Participant Transfer must be done via the Participant's ['MyEvents'](#) Portal. The ['MyEvents'](#) Portal is an *Active Networks* system, which allows the Participant to manage his/her registration details for the Event.
- Click Transfer registration to another athlete
  - Enter recipient email address in email address field
  - Enter recipient email address in Confirm email address field and click Submit
  - Confirmation email sent to Outgoing Participant and new Participant to verify that the transfer process has been initiated.
- 3.2.3 Participant Transfers can only take place if the new Participant wishes to take the same Event Package

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3.2.4 The most current Entry Fee and Booking Fee is applied at checkout when the new Participant accepts the transfer by clicking the link within the confirmation email detailed in 3.2.2. This Entry Fee could be higher than that for the original Participant

3.2.5 The original Entry Fee is not refunded until the new Participant accepts and completes the transfer process.

3.2.6 The Administration Fee will be deducted automatically from the refund as follows:

- Before 23:59, 21<sup>st</sup> March 2021: £10

3.2.7 Additional extras purchased are not transferred to the incoming Participant and will be refunded to the outgoing Participant in line with 3.1.3-3.1.4

3.2.8 Refunds are processed within 5-7 business days.

### **3.3 PARTICIPANT CHANGE OF PACKAGE**

3.3.1 A Participant can change their package if notice is given to Threshold.

3.3.2 Notice of a participant Package Change must be done via the Participant's "[MyEvents](#)" Portal.

- Click Change category
- Select the new category complete the form

3.3.3 The most current Entry Fee and Booking Fee is applied at checkout.

3.3.4 If the Participant is transferring to a package with a decrease in Entry Fee, the Participant will not be refunded the difference in these packages.

3.3.5 If the Participant is transferring to a package with an increase in Entry Fee, the difference plus any incremental Booking Fees for making the change must be paid before the Participant can complete the change.

3.3.6 If a participant is transferring to a charity package, please call the event hotline as a refund of the difference will be given.

3.3.7 The deadline for this is:

- Before 23:59, 21<sup>st</sup> March 2021

## **4 THRESHOLD TRAIL SERIES SPRING TRAINING DAY 2021**

4.1 Subject to Clause 4.8 below, the Event will be held on 27<sup>th</sup> March 2021.

4.2 The Event is a marathon or half marathon event on foot through the Thames Valley and Chiltern Hills totalling approx 26.2 miles ("Event Distance"). Participants are able to enter to following packages:

- "Marathon" – 26.2 miles only
- "Half marathon" – 13.1 miles only

4.3 Participants are able to take part in the Event as part of a team. Participants must enter a team name on their Online Registration Form. Participants are encouraged to complete the route in groups for reasons of safety, although this is not compulsory.

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- 4.4 Threshold reserves the right to change the time, date, route and/or format of the Event, or, in exceptional circumstances, to cancel the Event, in whole or in part, without liability to the Participant. In such cases, Threshold:
- 4.4.1 will make a reasonable effort to provide notice of the changes/cancellation via email. If email notice is not practicable due to the timescales involved, we will use reasonable alternative methods of notice including text messages;
  - 4.4.2 will have no responsibility or liability for any costs incurred, including any travel or accommodation costs whether existing or additional, as a result of the changes/cancellation; and
  - 4.4.3 undertakes to act with full transparency and fully observe and satisfy its legal obligations to you at all times.
- 4.5 If, due to Covid-19, Threshold change the time, date, route and/or format of the Event, or, in exceptional circumstances, cancel the Event, in whole or in part, the Participant will have the option to receive a full refund of their Entry Fee paid to date, less the Booking Fee.
- 4.6 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 the Participant unfit to safely complete the Event or unable to participate in a manner which fully complies with any applicable government medical or safety instructions, protocols or guidelines. The Participant confirms that he/she will not take part in the Event if he/she is suffering from any contagious illness (to include, but not exclusively, symptoms suggestive of Covid-19 (or similar) infection and diarrhoea or vomiting symptoms) and confirms that he/she will report any illness during the Event, to the Event medical team immediately.
- 4.7 The Participant agrees to complete a Health Screening questionnaire and/or body temperature screen where this is deemed necessary by the Event Organiser or the Event Medical Team.
- 4.8 The Participant agrees to follow all instructions and guidelines issued by the Event Organiser, observe all protocols and adhere to any measures that may be in place at the Event in order to address and help mitigate the risk presented by Covid-19. Such safeguards may include the Participant having to complete a Health Screening questionnaire and/or body temperature screening where this is deemed necessary by the Event Organiser or the Event Medical Team.
- 4.9 Irrespective of any safeguards that may be put in place by the Event Organiser, Participation in the Event is at the Participant's own risk, including risk to the Participant themselves (in particular with respect to the transmission of Covid-19 or any variant) and any damage caused by/to third parties or third party property. 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).
- 4.10 If the Participant becomes ill with Covid-19 related symptoms within 3 weeks of the Event, they agree to inform Threshold so that they can assist with necessary 'tracking and tracing' in line with government policy at the time
- 4.11 The Participant agrees to be contacted by Threshold after the event should another participant on the Event develop symptoms of Covid-19 within 3 weeks of the Event
- 4.12 Without prejudice to Threshold's right to remove any Participant from the Event due to ill health pursuant to Clause 4.9 above, the Participant acknowledges and agrees that if, the Participant becomes ill with a non-infectious or infectious illness (as determined by the Event medical team), the Participant shall be removed from the Event.
- 4.13 A Participant may be disqualified ("Disqualification") from the Event by Threshold if:

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- 4.13.1 the Participant arrives at the pit stop after the designated pit stop cut off time ("Pit Stop Cut Off Time"). The Participant will be responsible for his/ her repatriation according to Clause 4.12; Pit Stop Cut Off Times will be communicated to the Participants via e-mail a minimum of two weeks in advance of the Event;
- 4.13.2 the Participant is found asleep along the route, or at a pit stop, by a member of Event staff. The Participant will be responsible for his/ her repatriation according to Clause 4.12;
- 4.14 In the event of a Participant having to leave the Event because of injury, illness, voluntary withdrawal or Disqualification, the Participant will be responsible for all repatriation travel costs and related incurred travel arrangements. This includes repatriation from the overnight basecamp or pit stops to the finish location as a result of voluntary withdrawal or Disqualification. Threshold will not be responsible for transporting the Participant or any belongings of the Participants, including, but not limited to, their bag.
- 4.15 Threshold will endeavour to provide every Participant with a completion time but is not responsible for any electronic timing anomalies.
- 4.16 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.
- 4.17 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 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.
- 4.18 As a continuing condition of entry each Participant shall ensure that, for the duration of the Event:
- 4.18.1 the Participant understands that the event involves sustained physical exercise in a remote area, and may involve walking or running at night;
- 4.18.2 the Participant carries a charged mobile phone with appropriate credit;
- 4.18.3 the Participant accepts that they are responsible for their own safety during the Event, in particular during any night sections if applicable to their Event package;
- 4.18.4 the route will be signposted, however, he/she remains responsible for navigating themselves from the start to the finish, in particular during any night sections if applicable to their Event package;
- 4.18.5 the Participant 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;
- 4.18.6 the Participant does not start earlier than the official start time on each day of the Event. Failure to comply with this rule will result in disqualification;
- 4.18.7 if taking part in the "Marathon" or "Half marathon" package the Participant completes the route between the hours of 7.30am and 6.30pm on Saturday 27<sup>th</sup> March. However, Threshold reserves the right to alter the route start and finish times in the event of mitigating circumstances e.g. inclement weather conditions;

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- 4.18.8 the Participant acknowledges that it is their responsibility to ensure that they have been correctly checked-in at each checkpoint along the route;
- 4.18.9 the Participant 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;
- 4.18.10 the Participant understands that if they wish to withdraw from the Event, they must report to the nearest pit stop or contact Event Control;
- 4.18.11 the Participant understands that 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;
- 4.18.12 due to the outdoor nature and endurance aspect of the Event, the Participant maintains personal hygiene at all times, and adheres to all hygiene advice provided by Threshold;
- 4.18.13 the Participant displays the official event numbers provided at registration in the manner indicated during the Event;
- 4.18.14 the Participant follows the Event route signage at all times, and does not deviate from the official signed route of the Event;
- 4.18.15 the Participant abides by all Event Rules and Regulations;
- 4.18.16 the Participant complies with the Countryside Code at all times;
- 4.18.17 the Participant 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;
- 4.18.18 the Participant 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
- 4.18.19 the Participant obeys traffic officers and authorised marshals at all times; failure to do so will result in disqualification.

## **5 PARTICIPANT'S WARRANTIES AND UNDERTAKINGS**

- 5.1 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.
- 5.2 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 overnight basecamp. 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.
- 5.3 The Participant understands the endurance demands of the Event and commits to preparing to take part in the Event by:
  - 5.3.1 complying with the Event training advice as issued by Threshold (or comparable training advice);
  - 5.3.2 completing a medical and dietary form as provided by Threshold prior to the Event;
  - 5.3.3 providing emergency medical contact details of someone who is not also participating in the Event;
  - 5.3.4 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.

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- 5.4 The Participant acknowledges that participation in the Event involves inherent risks of accidents and injury.
- 5.5 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.
- 5.6 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).
- 5.7 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.
- 5.8 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 5.8.
- 5.9 The Participant's journeys to and from the start and finish lines of the Event each day shall be entirely at the Participant 's own risk and cost. Threshold will not be responsible for transporting the Participant or any belongings of the Participant, including, but not limited to, their bag.

## **6 PRIVACY STATEMENT**

- 6.1 You are strongly encouraged to carefully review our Cookie and Privacy Policy in order that you familiarize yourself with the full details governing the collection, management, use and safeguarding of your personal data, which will supplement the provisions set out herein. 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/)
- 6.2 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 (3) years, unless requested otherwise, after which it will be safely and securely deleted permanently.

### **Digital communications**

- Threshold will use the Participant's contact data submitted on the Online Registration Form to send the Participant information via social media networks, e-mail and/or by 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 additional notifications following the Event inviting the Participant to submit or renew his/her registration for any future Threshold events.

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#### **Active Networks**

- Your personal details are processed on behalf of Threshold Sport by Active Networks LLC in the USA safely and securely. Active Network, LLC participates in and has certified it's compliance with the EU-U.S. Privacy Shield Framework. Active Network, LLC is committed to subjecting all personal data received from European Union (EU) member countries, in reliance on the Privacy Shield Framework, to the Framework's applicable principles.
- 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.

6.3 The Participant agrees to inform Threshold of any changes to the information supplied in their original Online Registration Form for the purposes of Clause 5.1 above and particularly any changes to the Participant's medical condition and contact details. For this purpose, the Participant should contact Threshold directly either via email on [info@thresholdtrailseries.com](mailto:info@thresholdtrailseries.com).

6.4 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 disclose such information to a third party as necessary 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. Save as expressly stated herein and 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, 1<sup>st</sup> Floor, Edge House, 42 Bond Street, Brighton, East Sussex, BN1 1RD. 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.

6.5 To delete all of their information from Threshold's database, Participants may write to Threshold Trail Series Spring Training Day at Threshold Sports, 1<sup>st</sup> Floor, Edge House, 42 Bond Street, Brighton, East Sussex, BN1 1RD. 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 6.6 below.

6.6 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.