

# TERMS & CONDITIONS

## THRESHOLD TRAIL SERIES 2024

### 1 DEFINITIONS

The following terms shall have the meaning set out opposite them below, unless the context otherwise requires:

<b>Booking Fee</b>	the fee charged by the system provider during checkout
<b>Charity Place</b>	means a part-funded place whereby the participant pays a portion of the Entry Fee and a Partner Charity pays the remaining amount
<b>Event</b>	Means any event listed under the “Threshold Trail Series” 2024 organised by Threshold Sports Ltd.
<b>Entry Fee</b>	the fee that must be paid per package to gain secure entry on the Event
<b>Event Email Address</b>	Means <a href="mailto:info@racetothestones.com">info@racetothestones.com</a> ; <a href="mailto:info@racetotheking.com">info@racetotheking.com</a>
<b>Event Website</b>	means the official Event website hosted by or on behalf of Threshold found at <a href="http://www.thresholdtrailseries.com">www.thresholdtrailseries.com</a>
<b>Organiser</b>	means Threshold Sports Ltd
<b>Partner Charity</b>	a charity that has agreed to part-fund participant places on the Event
<b>Registration Form</b>	the form that needs to be completed online by applicants to confirm their participation on the Event
<b>Threshold Trail Series</b>	means the collection of Race to the King, and Race to the Stones;

By attending the Event, registering for the Event or using our Website you confirm that you have read and agree to be bound by these terms and conditions. We may vary these terms and conditions at any time and such modifications will become effective immediately upon posting of the modified terms on the Website. By continuing to use the Website or participating in the Event following any such variation, you will be deemed to have accepted such variation.

If any provision in these Terms and Conditions, 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.

These Terms and Conditions 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.

### 2 REGISTRATION

- 2.1 Only persons aged 18 years or above on the first day of the Event may Participate in the Event.
- 2.2 Applicants must complete and submit the Registration Form which can be found at Event Website, and pay the Entry Fee (the “Entry Fee”) and the Booking Fee per place.
- 2.3 All successful applicants (hereinafter referred to as “Participants”) will be notified by way of an Email Confirmation (the “Email Confirmation”) that they have been allocated a place to take part in the Event.
- 2.4 Places in the Event are strictly limited and therefore applications are subject to availability. Subject to Clauses 2.2 to 2.4. The Organiser will consider applications on a first come, first served basis by eligible Participants (which the Organiser shall determine in its absolute discretion) and otherwise in accordance with these Terms and Conditions
- 2.5 The relevant date for registrations shall be the date the Participant receives the Email Confirmation. The Organiser 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

## TERMS & CONDITIONS

### THRESHOLD TRAIL SERIES 2024

malfunctions of any kind which may prevent receipt by the Organiser of a Registration Form or receipt by an applicant of an Email Confirmation. For the avoidance of doubt, if, for any reason whatsoever, an applicant does not receive an Email Confirmation, said applicant shall not be considered to be a Participant and the Organiser shall not be responsible for the applicant's failed application.

- 2.6 All Registration Forms must be received by the Organiser on or before midnight the Sunday two weeks prior to the Event. (the "Entry Deadline"). Any Registration Forms received by the Organiser 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 2.5. The Organiser reserves the right to close the Registration Form at any point.
- 2.7 All winning ballot registrations must be claimed within 2 weeks of receiving email confirmation from the Organiser and are subject to the [Let's do This terms and conditions](#).
- 2.8 We reserve the right to reject applications from persons who may reasonably be considered as a risk to the safety or welfare of any other attendee or participant at the Event, or may affect the enjoyment of other patrons and/or the running of the Event, or, in our opinion, may cause damage, nuisance or injury. Such persons may also be removed from the Event after it has commenced if we believe any of the above circumstances arise or are likely to arise.

### 3 ENTRY FEES

- 3.1 The Entry Fees are as set out on the Event Website. The Entry Fee may vary depending upon geographic market, availability, selected package, venue requirements and/or regulations and we reserve the right to change prices at any time. The Entry Fee's are likely to increase several times in the months prior to an event. All Entry Fees are inclusive of VAT.
- 3.2 Subject to the other provisions of Section 2, submission of the Registration Form, payment of the Entry Fee and the Booking Fee, and receipt of the Email Confirmation shall (together) entitle the Participant to participate in the Event.
- 3.3 The Event is personal to the Participant accepting these Terms and Conditions, 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 4.4.
- 3.4 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, the Organiser reserves the right to disqualify such Participant from/refuse such Participant entry to the Event. Further, the Organiser reserves the right to reject at any time any 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 Terms and Conditions from participating in the Event, or in any future events delivered by the Organiser. The Organiser 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 Terms and Conditions.

### 4 REFUND, CANCELLATION AND TRANSFER OPTIONS

- 4.1 The Organiser operates a 14-day cooling off period. Accordingly, if the Participant cancels his/her entry they will receive a refund of the Entry Fee. To be eligible for this refund, the email cancelling the entry must be received within 14 days of payment of the Entry Fee.
- 4.2 To cancel a place in the Event, the Participant must let us know by emailing the Organiser at the Event Email Address. This should be done as soon as possible and before the day of the event. Please note:
- 4.2.1 The Entry Fee is non-refundable after the 14 day cooling off period.
- 4.2.2 The Booking Fee is always non-refundable.
- 4.2.3 Additional Extras purchased that are managed by The Organiser such as parking permits and shuttle passes will be refunded in full up until the Entry Deadline (two weeks prior to the event).

## TERMS & CONDITIONS

### THRESHOLD TRAIL SERIES 2024

4.2.4 Additional Extras purchased from third parties such as merchandise, photos, iTabs and registration insurance are subject to those parties' Terms and Conditions.

4.2.5 If the Participant has fundraised for charity, any monies raised will not be refunded

4.3 If, due to the Covid-19 or any other pandemic, the Organiser changes the date 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.

#### 4.4 PARTICIPANT TRANSFER

4.4.1 A Participant can transfer their entry to another individual ("Participant Transfer") if notice is given to the Organiser. Participants who transfer their Entry will receive a full refund of all Entry Fees paid (minus the Booking Fee and the Administration Fee) subject to Clauses 4.4.1 - 4.4.6.

4.4.2 Notice of a Participant Transfer must be done via the MyEvents Portal (<https://myevents.active.com/thresholdsports>) and click 'Transfer Registration'. The original Entry Fee is refunded to the outgoing Participant (less Administration Fee) after the new Participant completes the transfer process. Refunds will be received within 5-7 business days. The deadlines and associated Administration Fee for this are:

- Up to 23:59 on the Sunday 6 weeks prior to the Event: £25
- Up to 23:59 on the Sunday 2 weeks prior to the Event: £30

4.4.3 Participant Transfers can only take place if the new Participant wishes to take the same Event Package. The most current Entry Fee and Booking Fee is applied at checkout when the new Participant accepts the transfer. This Entry Fee could be higher than that for the original Participant.

4.4.4 Additional extras purchased are not transferred to the incoming Participant and will be refunded to the outgoing Participant in line with Clauses 4.2.3-4.2.4.

4.4.5 If the outgoing Participant entered using a free of charge code or deferral link, please contact the Event Email Address to facilitate this transfer as the MyEvents Portal will not refund the correct Entry Fee.

#### 4.5 PARTICIPANT DEFERRAL

4.5.1 A Participant is permitted to defer their entry ("Deferral") to the following year if notice is given to the Organiser. The Participant must pay the Administration Fee before the deferral can be confirmed. Once the Administration Fee has been processed, within 5 working days, the Organiser will cancel the Participant's Entry. The Organiser will not refund the Entry Fee, but will send the Participant a free of charge Registration Form link to sign up to the Event the following year. The Participant will not need to pay again for the following year.

4.5.2 Notice of a Participant Deferral must be done via the MyEvents Portal (<https://myevents.active.com/thresholdsports>) and click 'Additional Purchase' and purchase the 'Deferral Fee'. The deadlines and associated Administration Fee for this are:

- Up to 23:59 on the Sunday 6 weeks prior the Event: £25
- Up to 23:59 on the Sunday 4 weeks prior the Event: £30

4.5.3 Deferrals can not be processed within 4 weeks of the Event.

4.5.4 Additional extras purchased will be refunded in line with Clauses 4.2.3-4.2.4.

4.5.5 If the Participant wishes to change their package, it is the responsibility of the Participant to complete following the steps outlined in Clause 4.7 once they have completed the Registration Form for the following year.

## TERMS & CONDITIONS

### THRESHOLD TRAIL SERIES 2024

4.5.6 The Participant understands that once a deferral has been processed, the Administration Fee is non-refundable under any circumstances.

4.5.7 A participant can only defer their entry once. A deferral will not be permitted if the Participant has already deferred previously, with the exception of Clause 4.5.7 below.

#### 4.6 EVENT TRANSFER

4.6.1 A participant can transfer their entry Event in the Threshold Trail Series if notice is given to the Organiser.

4.6.2 Notice of an Event Transfer (“Event Transfer”) must be done via the MyEvents Portal (<https://myevents.active.com/thresholdsports>) and click ‘Change Event’. The deadline and associated Administration Fees for this are:

- Up to 23:59 on the Sunday 6 weeks prior to the Event: £25
- Up to 23:59 on the Sunday 2 weeks prior to the Event: £30

4.6.3 Additional extras purchased will be refunded in line with Clauses 4.2.3-4.2.4

4.6.4 If the Participant entered using a free of charge code or deferral link, please contact the Event Email Address to facilitate this transfer as the MyEvents Portal will try to charge the full Entry Fee again.

#### 4.7 PARTICIPANT CHANGE OF PACKAGE

4.7.1 A Participant can change their package (“Package Change”) within the same Event if notice is given to the Organiser.

4.7.2 Notice of a Package Change must be done via the MyEvents Portal (<https://myevents.active.com/thresholdsports>) and click ‘Change Category’. The most current Entry Fee and Booking Fee is applied at checkout. The deadline for this is:

- Up to 23:59 on the Sunday 2 weeks prior the Event

4.7.3 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.

4.7.4 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.

4.7.5 If a participant is transferring to a charity package, please contact the Event Email Address as a refund of the difference will be given.

4.7.6 If the Participant entered using a free of charge code or deferral link, please contact the Event Email Address to facilitate this transfer for as the MyEvents Portal will try to charge the full Entry Fee again.

## 5 CHARITY PLACES & FUNDRAISING DECLARATION

5.1.1 If taking part via a Charity Place, the Participant is required to fundraise a minimum of £500 (100km Non-stop & 100km over 2 Days) or £300 (“50km on Day 1” or “50km on Day 2”) or the figure agreed by the charity.

5.2 The Participant is required to reach at least 50% of the fundraising target at least 6 weeks prior to the Event. If registering within 6 weeks of the Event, the Participant must raise 50% of the target 2 weeks prior to the Event. Failure to do this can result in the removal from the Event.

5.3 The Participant is required to reach the full fundraising target no later than 4 weeks after the Event.

## TERMS & CONDITIONS

### THRESHOLD TRAIL SERIES 2024

- 5.4 If the Participant would like to fundraise for a Charity that is currently not listed on the Registration Form, the Participant must first receive confirmation from both the Organiser and the chosen charity before beginning to fundraise.
- 5.5 If taking part via a Charity Place, the Participant is opting in to share personal data with the chosen charity and are agreeing to be contacted by the charity in relation to participation in the event. This is of the understanding that the chosen charity will not share your personal data with any third party for marketing purposes.
- 5.6 Please note, that by taking part via a Charity Place, this incurs a cost to the charity. This cost and fundraising model is agreed in advance with the charity and is on the basis that the minimum fundraising target will be reached. For further details on the exact costs incurred, please contact the chosen charity directly.
- 5.7 If the Event is cancelled or the participant cancels their place, donations will not be refunded by the charity.
- 5.8 If a charity chooses to terminate their partnership with the Event prior to it taking place, the Participant will have the option to swap to another charity or upgrade to a fully funded place. Refunds will remain in line with Section 4.

## 6 EVENT RULES

- 6.1 The Organiser 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 or Spectator. In such cases, The Organiser:
- 6.1.1 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;
  - 6.1.2 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
  - 6.1.3 undertakes to act with full transparency and fully observe and satisfy its legal obligations to you at all times.
- 6.2 Participants are able to take part in the Event as part of a team. Participants must enter a team name on their Registration Form. Participants are encouraged to complete the route in groups for reasons of safety, although this is not compulsory.
- 6.3 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 the Participant unfit to safely complete or remain at 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.
- 6.4 The Participant agrees to follow all instructions and guidelines issued by the 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 infectious diseases..
- 6.5 Irrespective of any safeguards that may be put in place by the 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 infectious diseases, such as Covid-19) and any damage caused by/to third parties or third party property.
- 6.6 Without prejudice to the Organiser's right to remove any Participant from the Event due to ill health pursuant to Clause 6.3 above, the Participant acknowledges and agrees that:
- 6.6.1 If the Participant is taking part in the "100km over 2 Days including camping" or "100km over 2 Days excl. camping" package and becomes ill with a non-infectious illness (as determined by the Event

## TERMS & CONDITIONS

### THRESHOLD TRAIL SERIES 2024

medical team) during Day 1 but wishes to then join Day 2, the Organiser will, where reasonably practicable and subject to the advice of the Event Medical Team, transfer the Participant to the overnight Basecamp. Where such transfer is not reasonably practicable (or where the Event Medical Team advise against the Participant's continued involvement in the Event), the Participant shall be removed from the Event.

- 6.6.2 If, however, the Participant becomes ill with an infectious illness (as determined by the Event medical team), the Participant shall be removed from the Event.
- 6.7 A Participant may be disqualified ("Disqualification") from the Event by the Organiser if:
- 6.7.1 the Participant arrives at the pit stop after the designated pit stop cut-off time. The Participant will be responsible for his/ her repatriation according to Clause 6.11. Pit stop cut-off times will be communicated to the Participants via e-mail prior to the Event;
- 6.7.2 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 6.11;
- 6.8 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. The Organiser will not be responsible for transporting the Participant or any belongings of the Participants, including, but not limited to, their bag.
- 6.9 The Organiser will endeavour to provide every Participant with a completion time but is not responsible for any electronic timing anomalies.
- 6.10 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. The Organiser 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.
- 6.11 As a continuing condition of entry each Participant shall ensure that, for the duration of the Event:
- 6.11.1 the Participant understands that the event involves sustained physical exercise in a remote area, and may involve walking or running at night;
- 6.11.2 the Participant carries a charged mobile phone with appropriate credit;
- 6.11.3 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;
- 6.11.4 the Participant follows the Event route signage at all times, and does not deviate from the official signed route of the Event;
- 6.11.5 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;
- 6.11.6 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;
- 6.11.7 the Participant will complete the route between the official opening and closing hours as noted on the Event Website. However, the Organiser reserves the right to alter the route start and finish times in the event of mitigating circumstances e.g. inclement weather conditions;
- 6.11.8 the Participant acknowledges that it is their responsibility to ensure that they have been correctly checked-in at each checkpoint along the route;

## TERMS & CONDITIONS

### THRESHOLD TRAIL SERIES 2024

- 6.11.9 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 the Organiser;
- 6.11.10 the Participant acknowledges that it is compulsory to carry a head torch if participating throughout the night in the dark;
- 6.11.11 The Participant acknowledges that it is compulsory to carry their own personal water bottle or water vessel whilst participating the event so they remain hydrated. The Organisers will not be providing cups.
- 6.11.12 the Participant understands that if they wish to withdraw from the Event, they must report to the nearest pit stop or contact Event Control;
- 6.11.13 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;
- 6.11.14 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 the Organiser;
- 6.11.15 the Participant displays the official event numbers provided at registration in the manner indicated during the Event;
- 6.11.16 the Participant complies with the Countryside Code at all times;
- 6.11.17 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 Basecamp;
- 6.11.18 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
- 6.11.19 the Participant obeys traffic officers and authorised marshals at all times; failure to do so will result in disqualification.
- 6.12 Prizes will be awarded to “100km Non-stop”, “50km on Day 1” and “50km on Day 2” for Race to the Stones participants and “100km Non-Stop”, “50km Coastal Loop” and “50km Castle Loop” for Race to the King participants, according to which participant crosses the line first in the following categories: Fastest Male and Fastest Female.
- 6.13 Prizes will be awarded for “100km over 2 Days” based on ‘chip time’ in the following categories: Fastest Male and Fastest Female.
  - 6.13.1 ‘Chip time’ uses timing technology to record the time it takes for the Participant to complete the course starting from the point that the Participant crosses the timing mats at the Start line to crossing the timing mats at the Finish line.
- 6.14 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-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 the Organiser or any Event sponsor or partner.
- 6.15 Spectators entering the car parks, event venues, and use of the event facilities do so entirely at their own risk. The Spectator irrevocably agrees to hold harmless, indemnify and reimburse the Organiser from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Organiser to

## **TERMS & CONDITIONS**

### **THRESHOLD TRAIL SERIES 2024**

any person (including the Spectators and/or any of the Spectators's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Spectator's attendance at the Event (except where any such injury or death is caused by the negligence of the Organiser or any of its employees).

- 6.16 Persons attending the Event under the age of 18 are the responsibility of their parents or guardians and must be supervised at all times by a responsible adult.
- 6.17 Spectators including parents / guardians of children attending the Event give permission for photographs / and or video to be taken at the event of themselves or the children they are responsible for, and grant full rights to use the images resulting from the photography / video filming, and any reproductions of adaptations of the images for fundraising, publicity or other purposes to help achieve the Organiser's aims.
- 6.18 Persons under the age of 18 are not permitted to consume alcohol at the Event. We reserve the right to remove alcohol from any person who cannot prove that they are over 18.

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

- 7.1 The Participant acknowledges that participation in the Event is not possible without validly entering into this agreement on these Terms and Conditions and agrees to be bound by these Terms and Conditions.
- 7.2 The Participant agrees at all times during the Event to abide by the reasonable instructions and guidelines of the Organiser'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 the Organiser 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 Terms and Conditions.
- 7.3 The Participant understands the endurance demands of the Event and commits to preparing to take part in the Event by:
- 7.3.1 completing the Registration Form in full provided by the Organiser prior to the Event;
  - 7.3.2 complying with the Event training advice as issued by the Organiser (or comparable training advice);
  - 7.3.3 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 the Organiser in relation to the provision of such insurance.
- 7.4 The Participant acknowledges that participation in the Event involves inherent risks of accidents and injury.
- 7.5 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.
- 7.6 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.
- 7.7 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. The Organiser will not be responsible for transporting the Participant or any belongings of the Participant, including, but not limited to, their bag.
- 7.8 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 sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Organiser 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 the Organiser or any of its employees).

## TERMS & CONDITIONS

### THRESHOLD TRAIL SERIES 2024

7.9 The Participant confirms that he/she will not publish or post on any website or other media operated by the Organiser 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. The Organiser 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 7.9.

## 8 PRIVACY STATEMENT

8.1 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/)

8.2 The Participant agrees and consents to Threshold using his/her personal details provided in his/her Registration Form for the following purposes:

### 8.2.1 Event Administration

- 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.
- The Organiser 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 Events organised by Threshold 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.

### 8.2.2 Digital communications

- Threshold will use the Participant's contact data submitted on the 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 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.

### 8.2.3 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 is bound by robust and reliable Standard Contractual Clauses as part of its relationship with Threshold, as well as the UK's international data transfer addendum clauses for the transfer of personal data to controller or processors established in third countries which do not ensure an adequate level of protection. Active Network, LLC is committed to subjecting all personal data received from Threshold to the principles and provisions of the Standard Contractual Clauses.
- 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.

**TERMS & CONDITIONS**  
**THRESHOLD TRAIL SERIES 2024**

- 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.
- 8.3 The Participant agrees to inform the Organiser of any changes to the information supplied in their original Registration Form for the purposes of Clause 8.2 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 the Event Email Address.
- 8.4 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 2018 and all applicable laws and regulations relating to the processing of personal data and privacy. Threshold Sports will only 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 Terms and Conditions, Threshold Sports will not disclose information to any third parties.
- 8.5 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 emailing the Event Email Address. 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.
- 8.6 To delete all of their information from Threshold's database, Participants may email the Event Email Address. In circumstances where the Participant requests deletion of his/her Participant's profile, the Organiser 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 8.7 below.
- 8.7 Subject to the Participant's right to modify or request the deletion of data from the Organiser'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 information and emergency contact details. The Participant hereby acknowledges and agrees that this information is required by the Organiser in order to properly and safely administer and conduct the Event, and for public health purposes in the public interest. Data concerning health and medical status shall be treated in the strictest confidence and shall be handled appropriately and responsibly. The Organiser 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.