

ETAPE CALEDONIA 2024 – TERMS AND CONDITIONS OF ENTRY

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY APPLYING TO TAKE PART IN THE ETAPE CALEDONIA 2024, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Updated 19 July 2023

1. Definitions

- “Associated Parties” means the officers, employees, suppliers, sponsors of the Event Organiser or persons for whom the Event Organiser is answerable.
- “Booking Fee” means the fee added to the entry price. This covers the admin fee to process the entry and any associated credit card charges and is non-refundable. Booking fees are not applicable to LimeLight Sports Club members.
- “Charity” means the charity that has reserved the Charity Participant’s place in the Event.
- “Charity Participant” means a person participating in the Event, whose place has been reserved by a Charity and who is named on the Charity bond registration.
- “Conditions” means these terms and conditions of entry for the Event.
- “Entry Fee” means the price of entry into the Event as set out in the Entry Form, such price may be changed by the Event Organiser at its discretion.
- “Entry Form” means the website pages on the Online Entry Portal which must be completed in order to participate in the Event.
- “Entry Place” means a Participant’s confirmed place to take part in the Event following completion of the Entry Form and payment of the Entry Fee via the Online Entry Portal.
- “Event” means Etape Caledonia 2024.
- “Event Category” means an individual race category within the Event.
- “Event Information” means any and all information provided prior to the Event by the Event Organiser in relation to the Event.
- “Event Organiser” means Limelight Sports Limited, a company registered in England & Wales with company registration number 3700632 and any of its successors, assigns or subsidiaries including, without limitation, LimeLight Sports Club Limited, a company registered in England & Wales with company registration number 08371074.

- “Event Pack” means the official pack issued by the Event Organiser to the Participant containing all relevant Event materials.
- “Help Desk” means the official information desk run by the Event Organiser at the Event for the duration of the Event.
- “Online Entry Portal” means the Event Organiser’s online registration system, which participants must use in order to apply, register and pay for entry to the Event
- “Speedy Registration Form” means the Event Organiser’s online short form registration system, which participants must use in order to apply, register and pay for Super Early Bird entry to the Event
- “Parental Consent” means the section provided by the Event Organiser on the Online Entry Portal, which must be completed by the parent or guardian of any Participant who will be under 18 years of age at the date of the Event.
- “Participant” means the person named on the Entry Form who will be participating in the Event.
- “Personal Data” means the participant’s name, delivery address, email address, phone number, race number, t-shirt size, gender, medical conditions, emergency contact information, age, running experience, seeding category, personal story (if provided), registration status, activation link, and company or charity name (if applicable).
- “Venue” means the venue where the Event is held.

2. Acceptance of Conditions

2.1 These Conditions shall apply in place of, and prevail over, any terms or conditions (whether or not in conflict or inconsistent with these Conditions) contained or referred to in any documentation submitted by the Participant (in correspondence or otherwise) or implied by trade custom, practice or course of dealing. The Participant shall be deemed to have accepted these Conditions upon completion of the Entry Form or, in the case of a Charity Participant, by completion of entry forms provided by their designated Charity. All references to ‘Participant’ in these Conditions shall include a Charity Participant unless expressly stated otherwise and any references to ‘participants’ shall include the Participant.

3. Application and Payment

3.1 The Participant shall complete the Entry Form on the Online Entry Portal and submit it together with payment of the Entry Fee in accordance with the instructions on the Online Entry Portal. This clause is not applicable to Charity Participants.

3.2 All participants registering for the Super Early Bird entry through the Speedy Registration Form shall not be eligible or entitled to participate in the Event until the full registration form on the Online Entry Portal is completed. Participants will be contacted to return and complete the full details ahead of the event – these details must be completed in order to participate.

3.3 The Participant shall not be eligible or entitled to participate in the Event until full payment of the Entry Fee has been received by the Event Organiser. No payment shall be deemed to have been received until the Event Organiser has received cleared funds. This clause is not applicable to Charity Participants.

3.4 Unless specifically prescribed otherwise by the Event Organiser, the minimum age of entry for the 85-mile event is 18 years old on the day of the event. For the 55-mile event it is 17 years of age on 31 December of the year in which the Event takes place. For the 40-mile event it is 17 years of age on 31 December of the year in which the Event takes place. Parental Consent must be completed by a parent or guardian of any Participant who will be under the age of 18 at the date of the Event. Parental consent is completed during the registration process via the online entry form.

3.5 The Event Organiser will use its reasonable endeavours to offer the Participant his/her desired wave start time; however, the Event Organiser is not responsible for the availability of any wave start time. All Entry Places, including those for Charity Participants and any Entry Place that has been deferred from the previous year, are conditional on availability at the time of application. Should places for a wave start time be oversubscribed, the Event Organiser reserves the right to offer the Participant an alternative wave start time.

3.6 The Participant shall not be entitled to change the Event Category he/she has applied for after submitting the Entry Form.

3.7 The Event Organiser will email all communications, including any offers of deferred entry or reserved entry places, newsletters and other relevant Event information, to the email address provided by the Participant on the Entry Form. The Event Organiser shall not be held responsible for any computer malfunctions or other technical anomalies that may occur in the process of sending out such email communications that result in failure of receipt by the Participant. To ensure receipt of all Event Information, it is the sole responsibility of the Participant to ensure they provide the Event Organiser with the correct email address and postal address and to inform the Event Organiser of any changes to these prior to the Event. The Event Organiser will process any changes to the Participant's contact details up to 6 weeks before the Event. If a Participant has a change in address after this time, he/she must contact the Event Organiser to arrange to collect an Event Pack at the Help Desk at the Event.

3.8 If the Participant does not purchase postage of their Event Pack during the registration process, it is the Participant's responsibility to collect their Event Pack at the Help Desk at the Event on the Friday or Saturday prior to Event Day. The Participant must produce appropriate photographic identification acceptable to the Event Organiser. A driver's licence or passport will be accepted.

3.9 The Participant acknowledges and agrees that:

3.9.1 entry to the Event is for personal use only;

3.9.2 he/she may not donate or give away his/her Entry Place free of charge;

3.9.3 he/she may not purchase an Entry Place as part of any form of business or commercial activity (save as expressly authorised by the Event Organiser in advance in writing);

3.9.4 he/she may not resell, offer for resell or allow a third party to resell his/her Entry Place (whether at a premium or otherwise);

3.9.5 his/her Entry Place may not be used for advertising, promotion (including as a prize in competitions and sweepstakes), travel packages, or for any other trade purposes;

3.9.6 any donation, give away, resale or attempted resale of an Entry Place is grounds for seizure or cancellation of the Entry Place without refund of the Entry Fee or other compensation.

3.10 The Event Organiser will process any personal data provided to it by a Participant in accordance with the privacy policy available on the Event Organiser's website (<https://limelightsports.club/privacy-policy>).

4. Participation

4.1 The Participant agrees to abide by all applicable rules and regulations of any relevant sporting governing bodies that may oversee the Event, including but not limited to British Cycling ("Applicable Rules"). The Participant shall not be entitled to a refund of the Entry Fee if he or she is disqualified from the Event as a result of an infringement of these Conditions or any Applicable Rules. The Event Organiser and/or owners of the Venue are also entitled to impose additional Event rules upon the Participant from time to time which will be provided or made available to the Participant and will form part of these Conditions. The Applicable Rules may be obtained from the Event website at www.etapecaledonia.co.uk or upon request to the Event Organiser.

4.2 It is the Participant's responsibility to provide and use a roadworthy bicycle and helmet to ensure compliance with all applicable rules and regulations.

4.3 The Event Organiser may introduce (at its absolute discretion) cut off time limits in respect of the time taken to complete sections of the Event to ensure the safe and proper running of the Event. Any cut off times will be included in the Event Pack. Participants may be instructed to withdraw from the Event in accordance with imposed cut off times.

4.4 The Event Organiser reserves the right at any time to remove the Participant from the Event or prevent the Participant participating in the Event if the Event Organiser considers (in its absolute discretion) such action necessary for safety reasons or the proper enjoyment of the Event by other participants or for any other reasonable reason. No refund of the Entry Fee shall be made if the Participant is removed from the Event because he/she has acted negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the Event or other participants.

4.5 While the Event Organiser takes every care with the staging of the Event, the Participant acknowledges that no insurance is taken out by the Event Organiser on the Participant's behalf through British Cycling or otherwise. The Participant acknowledges and agrees that he/she is solely responsible for taking out adequate insurance cover in relation to his/her participation in the Event, including without limitation, personal accident or personal items insurance. In particular, the Participant acknowledges that, subject to clause 5, any withdrawal from the Event on medical grounds will not entitle the Participant to a refund of the Entry Fee and any insurance to cover such circumstances is his/her own responsibility.

4.6 The Participant acknowledges and agrees that the Event Organiser will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation of the Event, the rules of the Event, the timings/finish times and the placings. The Participant shall comply with all Event rules and all instructions and guidelines given by stewards, marshals, and safety personnel at the Event. All decisions and rulings by the Event Organiser, its employees and its agents are final.

4.7 The Participant acknowledges and accepts that circumstances concerning the Event may change from time to time for reasons out of the Event Organiser's reasonable control or otherwise, and any such changes will not result in the Event Organiser incurring any liability or any refund of the Entry Fee should the Participant withdraw from the Event, other than as set out in clause 5 below. By way of example and for illustration purposes only, rules regarding car parking arrangements and/or the exact route of any part of the Event may change but such changes will not result in any liability for the Event Organiser or any refund of the Entry Fee if the Participant decides to withdraw from the Event as a result of these changes.

4.8 The Event Organiser reserves the right to amend the Event format, route or distance at its sole discretion, or cancel the Event due to circumstances beyond its reasonable control or for any safety related reason and shall have no further liability whatsoever in respect of such cancellation. If the Event is changed to another similar format, route or distance, the Participant will not be entitled to any refund of the Entry Fee and the Event Organiser shall have no further liability whatsoever in respect of such change of format, route or distance.

4.9 The Event Organiser will use reasonable endeavours to provide an Event finish time for the Participant however the Event Organiser shall not be responsible for the provision of a finish time in the event of any computer result anomalies or any technical malfunctions.

4.10 Participants acknowledge and agree that Unmanned Aerial Systems (UAS), including without limitation, drones, multicopters, helicams, RPA (remotely piloted aircraft), ROV (remotely operated vehicle), SUSA (small unmanned surveillance aircraft) and UAV (unmanned aerial vehicle), are not permitted at the Event.

4.11 Participants acknowledge and agree that photographs will be taken of their participation in the Event by an Associated Party of Event Organiser and such photographs will be available for purchase after the Event.

5. Withdrawal

5.1 This clause 5 shall not apply to Charity Participants whose Entry Places are the property of the relevant Charity. All Charity Participants should revert to their designated Charity for further information or queries concerning withdrawal, cancellation or refunds. No refunds shall be made to any Charity Participant pursuant to this clause 5 under any circumstances. All Charity Participants acknowledge that their Charity may prevent them from competing if they have not complied with any terms and conditions imposed on them by the Charity, whether in respect of fundraising or otherwise.

5.2 If the Event Entry was purchased during the Super Early Bird entry sales window, then the Participant is eligible for a refund or to defer their Entry Place to the following year's Event up to one month prior to the Event.

5.3 The Participant acknowledges that Entry Places are limited, and payment of the Entry Fee and reservation of an Entry Place has an effect on logistics and the subscription for the Event. Accordingly, the Participant acknowledges and agrees that he/she will not be entitled to a refund of the Entry Fee or to transfer or defer his/her Entry Place if he/she withdraws from the Event for any reason (including because of illness or injury) Save for reason stated in clause 5.2 and subject to 5.8

5.4 The following conditions apply in respect of any withdrawal from the Event by the Participant after his/her Entry Place has been confirmed:

5.5. After the clearance of the appropriate payment, the Participant shall receive an Online Confirmation. No refunds or deferrals shall be provided for any reason should a Participant fail to take part in the Event. Save for reasons stated in clause 5.3 and 5.4 and subject to 5.10. If the participant chooses to transfer to a shorter distance, there will be no part-refund. If the participant chooses to transfer to a longer distance, the Participant will pay the difference in registration fee.

5.5.1 The Event Organiser reserves the right to change the date of the Event and shall notify the Participant of any such change as soon as reasonably practicable. In this circumstance the Participant's place will be automatically deferred to the new date free of charge. If the Participant is unable to attend on the revised date, he/she may withdraw from the Event but will not receive a refund of the Entry Fee. For the avoidance of doubt, the Event Organiser reserves the right to alter the start time of the Event and shall notify the Participant of any such change as soon as reasonably practicable. No refund of the Entry Fee will be made in full or in part as a result of any change in the start time of the Event.

5.6 If the Participant fails to attend the Event, he/she will receive no refund of the Entry Fee and shall not be entitled to transfer his/her Entry Place to another person or reserve an Entry Place for the following year.

5.7 The Participant must notify the Event Organiser of any intention to withdraw from the Event no later than the day before the commencement of the Event by mailing the Event Organiser at hello@etapecaledonia.com stating clearly the desire to withdraw and putting the word WITHDRAWAL in the subject line of the email. Withdrawals will not be accepted by telephone under any circumstances. The Participant agrees and acknowledges that a withdrawal is only valid if made in accordance with these Conditions and confirmed by the Event Organiser in writing.

5.8 The Event Organiser strongly recommends that Participant protect themselves in the event that they have to withdraw from the Event due to injury, illness or other reasons.

6. Liability

6.1 The Participant acknowledges that participation in the Event is physically strenuous and demanding. By entering the Event, the Participant agrees that he/she is aware of the nature of the Event and the associated medical and physical risks.

6.2 The Participant agrees that: (i) he/she is physically capable of competing in the Event; (ii) he/she shall be solely responsible for his/her actions at the Event; and (iii) the Event Organiser, its officers, employees, agents, affiliates, associated companies, sponsors or medical advisers are not responsible for any injury or illness that the Participant may suffer as a result of his/her participation in the Event (unless caused due to the negligence of the Event Organiser). The Participant accepts that, should any medical or physical condition arise prior to the Event which is likely to affect his/her ability to compete, the Participant will withdraw from the Event in accordance with clause 5 of these Conditions.

6.3 The Event Organiser will not be liable for the actions of spectators or other third parties at the Event.

6.4 Nothing in these Conditions shall limit or exclude the Event Organiser's liability for:

6.4.1 death or personal injury caused by the Event Organiser's negligence;

6.4.2 fraud or fraudulent misrepresentation; or

6.4.3 any other liability which cannot be limited or excluded by applicable law.

6.5 Subject to clause 6.4, the Event Organiser shall not be liable to the Participant for any liability in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, anticipated savings or wasted expenditure, loss or damage of or to personal equipment belonging to the Participant or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of submission of the Entry Form) arising out of the Participant taking part in the Event or any other matter arising under these Conditions. Without prejudice to the above limitation and subject to clause 6.4, the Event Organiser's total liability in connection with these Conditions whether in contract, tort (including negligence) or otherwise shall not exceed an amount equal to the Entry Fee.

6.6 The Participant hereby expressly and irrevocably renounces on behalf of himself/herself and his/her heirs and successors in title the right to any recourse or claim whatsoever against the Event Organiser or its Associated Parties as a result of any kind of physical, mental or other loss or damage of whatsoever nature (including any loss of earnings, profits, or pain and suffering) suffered by the Participant, directly or indirectly, or by his/her family or by any dependents and arising out of or in connection to the Participant's participation in the Event and the Participant on behalf of himself/herself and his/her heirs and successors in title shall indemnify and shall keep indemnified the Event Organiser and/or the Associated Parties against any claim, action, liability or loss

in respect of any such liability. The Participant on behalf of himself/herself and his/her heirs and successors in title shall also indemnify the Event Organiser and the Associated Parties against any claim, action, liability or loss arising from or in connection with any breach by the Participant of his/her obligations under these Conditions or any negligent act or omission or wilful misconduct on the part of the Participant in connection with the Event.

6.7 This clause 6 shall be read and construed and shall have effect subject to any limitation imposed by any applicable law.

7. Publicity

7.1 The Participant irrevocably consents to:

7.1.1 his/her appearance in the Event being filmed, recorded, incorporated and exploited by the Event Organiser and its Associated Parties in whole or in part in any television programme, film, video or broadcast of whatever nature by all means and in all media and formats now known or subsequently invented worldwide in perpetuity; and

7.1.2 the use and reproduction by the Event Organiser and its Associated Parties of the Participant's name, finish time, likeness and appearance, including without limitation in any photograph, film or recording, by all means and in all media worldwide in perpetuity for the purpose of advertising, publicity and otherwise in relation to the exploitation of the Event (and future events) and/or the promotion of the Event (and future events) and the commercial rights relating to the Event (and future events) provided that such use does not imply direct endorsement by the Participant of any official sponsor or supplier of the Event.

7.1.3 Any film, photograph (by camera or mobile phone), or any other recording of moving or still picture of the Event captured by the Participant, and all intellectual property in connection therewith (including but not limited to copyright) shall remain the property of the Event Organiser, and where such intellectual property does not automatically vest in the Event Organiser, these Conditions shall constitute a legally binding assignment thereof and/or the Participant shall sign all reasonable documentation required to give effect thereto. Any such film, photograph or recording shall not be used other than for private use without the Event Organiser's prior written consent.

8. Personal Data

8.1 We may share your Personal Data with the following third parties who perform services on our behalf in connection with the Event:

- If you register for the Event as part of a team, a designated leader or contact person for your team, to enable them to complete your registration;
- The company appointed to carry out event pack fulfilment;

- St John Ambulance (or similar company), in connection with any medical assistance given to you in relation to the Event;
- Marketing agencies, for the purpose of anonymised analysis and provision of digital advertising services
- The company appointed to carry out timing services at the event to enable them to process timing chips; and
- The company appointed in connection with Event photography;

In each case, solely to the extent necessary to deliver those services and strictly in accordance with all applicable Data Protection Laws.

We will not otherwise pass on your information to third parties except with your prior consent.

If you purchase Event merchandise as part of your registration process, including but not limited to iTabs and apparel, we are entitled to share your Personal Data with the relevant third parties solely for the purpose of those parties fulfilling your order.

You acknowledge that any medical information supplied during registration, where deemed necessary, may be used to treat or otherwise assist you as a result of any illness or injury at the Event. You undertake and agree to inform the Event Organisers of any change in your medical condition from the Registration Date up to and until the start of the Event. Nothing in this paragraph shall give the Event Organisers the obligation to process, analyse, or otherwise take action on, any medical information provided by the Participant either during or after the registration process.

In the event that you become ill during or after the Event and require medical attention, you hereby authorise the Event Organiser to provide your details to any Event medical provider, or any doctor or hospital for the purpose of you receiving any required treatment.

9. General

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

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

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

9.4 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions.

9.5 These Conditions and entry into the Event are personal to the Participant and he/she may not assign any of his/her rights or obligations under this Agreement without the prior written consent of the Event Organiser, to be granted at its absolute discretion in accordance with clause 5.

9.6 These 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.