



2021 Ultra Challenge Event - Conditions of Entry

These Conditions of Entry serve as a contract between 'the Organiser'; Action Challenge Ltd, company number 3825838, of Unit 1 Gunnery Terrace, Woolwich, London, SE18 6SW, or its Legal Successor, and 'you / your' as 'the / a Participant' (as named on 'the Registration Form' and having paid 'the Registration Fee'), and where applicable 'the Charity' that you may have nominated to fundraise for, relating to a 2021 Ultra Challenge Event – 'the Event'. Full details of the Event, including the itinerary, services, rules, and joining instructions are set out on 'the Event Website' – www.ultrachallenge.com

1. Entering the Event

- (a)** The Event involves physical exertion. You must be satisfied that you are sufficiently healthy, fit and well prepared to take on your chosen distance, and that there are no current or historical medical conditions which would, or should, or might, reasonably preclude your participation. If in any doubt you must consult your Doctor before completing the online Registration Form. You must declare any significant health conditions, or serious allergies, on the medical declaration section of the Registration Form, and also notify the Organiser should your medical condition significantly change, or deteriorate, prior to the Event.
- (b)** You accept and agree that you will not arrive at the Event to take part unless you are well enough to do so, or if you are displaying any symptoms of any disease or infection that could reasonably be assumed to be of a danger to others associated with the Event. The Organiser reserves the right to refuse entry to the Event, or a venue that's part of the Event, if in the professional opinion of its medical team, a Participant, or any other person, is not sufficiently well and healthy.
- (c)** On the date of the Event you must be 18 or older to participate within the 'full' challenge (~100km), 16 or older for a 'half' challenge (~50km), and 14 or older for a 'quarter' challenge (~25km). Exceptions may be made at the discretion of the Organiser. Those 16 years old or under must be accompanied by an adult whilst on the Event, who also needs to be a Participant.
- (d)** You must sign-up via the online Registration Form and pay the appropriate Registration Fee for one of the 'fundraising for Charity' options, OR the appropriate full cost of your place if you have chosen to 'Self Fund'. The Registration Fees are as set out on the Event Website; you will receive an email confirming your registration. The Registration Fee may be discounted by the Organiser in respect of official Event Partner Charities, and the Registration Fee may be subject to promotional offers from time to time.
- (e)** If a card payment made by you, or on behalf of you, in respect of the Registration Fee, fails or is blocked for whatever reason, at any time prior to the Event, your entry will be cancelled immediately and you will have to complete a new Registration Form to join the Event, and make a new appropriate payment in order to take part, including covering any third party chargeback fees that the Organiser may have incurred.
- (f)** If You register on to the Event with one of the 'fundraising for Charity options' You accept the terms associated with the appropriate 'Minimum Fundraising Target', as set out on the Event Website.
- (g)** You agree to abide by the 'Event Rules' as issued on the Event Website and where updated and notified to you from time to time. You also accept that the Organiser has the absolute right to remove you from, or to preclude you starting within, the Event if they believe that your participation might, endanger other participants, employees or agents of the Organiser or any other third party that is rightfully associated with the Event, or if the Organiser reasonably believes that your presence may bring the Event's reputation into disrepute, or may result in illegal activity.
- (h)** You agree to abide by any reasonable guidelines that the Organiser may implement on the Event in respect of 'social distancing' and 'hygiene procedures' associated with minimising the likely spread of any infection or disease.
- (i)** You agree to the Organiser contacting you via email, phone, text message, mail or other appropriate mechanism in respect of the Event or the Ultra Challenge Series, and You agree to supply the Organiser with information as may be reasonably requested from time to time in respect of your participation in the Event in an accurate and timely manner. You also agree that the Organiser may contact you via an appropriate mechanism in relation to other events operated by the Organiser for a 3 full calendar year period after the Event under its 'legitimate interest' in you as a customer, until such time that you request, by emailing the Organiser, that no further contact should be made.
- (j)** If You have chosen one of the 'fundraising for charity' options you authorise the Organiser to send and share your data, as set out on the Registration Form (with any personal sensitive, medical, and non-relevant data removed) with the Charity that you have nominated. You also agree to, and authorise, the Charity making subsequent contact with You via email, phone, mail or any other appropriate mechanism to enable the Charity to confirm your participation as fundraiser for the Charity, and to set out their fundraising procedures.



- (k)** You agree to, and authorise, limited and relevant data components within your Registration Form being sent, by the Organiser, to a competent third parties for the Event timing, Event safety, and Event control purposes. You also agree to your timing data in respect of the Event, including your name, being posted on the Event timing website unless you e-mail the Organiser at least 14 days prior to the Event requesting that this does not happen (in which case your name would not be visible).
- (l)** You will act responsibly, honestly and legally at all times in respect of your participation in the Event and during the time leading up to it, and will not bring through your actions the Event, the Organiser, and if applicable the Charity into disrepute.
- (m)** You participate within the Event entirely at your own risk, and You understand and accept that participation within outdoor endurance events involves inherent risks of injury, accidents, exhaustion, dehydration, exposure to inclement weather conditions, potentially getting lost, and exposure to other participants and third parties who may well not fully respect any social distancing or hygiene guidelines that have been communicated and implemented.
- (n)** The Organiser reserves the right to use photographs or video type footage taken on the Event that may include you for digital marketing, on-line material, print marketing, and advertising.
- (o)** If You have signed up and registered onto this Event as part of any 'multi - buy deal' that was promoted by the Organiser, your place on this Event, and on the other events that comprised the Multi-Buy, is strictly non-transferable to another person or third party in any circumstances. You must contact the Organiser by e mail if you want to request a transfer of your place to another person and in this instance the transfer would require an additional payment equivalent to the discount that you received from joining the Event via the Multi-Buy option compared to signing up to the Event at the full prices posted on the Website – plus a handling charge of £25 per event.
- (p)** You agree that any relevant details obtained by the Organiser's Medical Team whilst you are on the Event, and in respect of any treatment, consultation or diagnosis that was given to you whilst on the Event, can be recorded and consolidated for the purposes of the Organiser, or their Medical Team, contacting you after the Event if required to check on your well-being, and to produce any operational statistics relating to the Event as may be reasonably required, or to pass to any official Government Agency if the Organiser is reasonably requested, or required, to do so.

2. Event Information

After registering you will be provided with access to the Participant Area associated with the Event Website, and / or a mobile phone App, and it is your responsibility to read and act on the information supplied and updated from time to time.

3. Charity Fundraising Options (if applicable) – Full Sponsorship & Mixed Funding

- (a)** By registering via this option you make a commitment to the Charity that you nominate to reach a 'Minimum Fundraising Target' of: £595 (Full Challenge Full Sponsorship), £299 (Full Challenge Mixed Funding), £395 (Half Challenge Full Sponsorship), £199 (Half Challenge Mixed Funding), or £245 (Quarter Challenge Full Sponsorship), £119 (Quarter Challenge Mixed Funding). The 'Initial Target' of at least 50% must be submitted to the Charity by 3 weeks prior to the Event. Where you are unable to meet this Initial Target, and there is no prospect of you meeting the Minimum Fundraising Target, you are required to notify the Charity as soon as possible; the Organiser, upon instructions from the Charity, reserves the right to preclude you from the Event without refunding your Registration Fee. You will have the opportunity to transfer to a 'Self Funding' registration, paying the Registration Fee difference, to retain your Event place.
- (b)** The cost of you taking part in the Event is the Registration Fee which is subject to the 'Cancellation Policy' as set out on the Website, that includes VAT at the standard rate, and is: £15 (Full Challenge Full Sponsorship), £99 (Full Challenge Mixed Funding), £10 (Half Challenge Full Sponsorship), £64.50 (Half Challenge Mixed Funding), £5 (Quarter Challenge Full Sponsorship), £39.50 (Quarter Challenge Mixed Funding) less any discounts that are set out on the Event Website in relation to Partner Charities and promotional offers, or additional sums in respect of late entrants. An Event Fee is payable by the Charity to the Organiser for your place on the Event and also an Advertising Services Fee for services provided by the Organiser to the Charity in respect of the recruitment of participants on to the Event, of (in total): between £99-£215 (Full Challenge), between £64.50-£143 (Half Challenge), between £39.50-£88 (Quarter Challenge) - the actual sum depends upon the fundraising option chosen by you, how many participants a specific charity recruits on to the Events, and the specific commercial arrangements between the Organiser and the Charity.
- (c)** All fundraising monies should be paid via justgiving.com to the Charity, or as specified by the Charity.
- (d)** Should You not be able to take up your place on the Event, or chose not to for whatever reason, the Registration Fee is subject to the Cancellation Policy detailed on the Event Website, and any fundraising monies collected in relation to the Event must be returned to the donors or retained by the Charity as agreed between you and the Charity after all donors have been informed. The arrangements for any refunds to donors are strictly between the Charity and you in this instance. If you cancel prior to 3 weeks before the Event, via e mail, the Organiser will not charge the Event Fee, or the Advertising Services Fee, to the Charity in respect of Your place on the Event.



(e) If you choose to change the distance that you want to take on in the Event you will not be refunded any difference in cost between the Registrations Fees if you are on the Charity Fundraising option, but will be charged an additional cost if the Registration Fee of the new distance is greater than the sum originally paid, and your minimum fundraising target will also increase accordingly if applicable.

(f) If you cannot attend the Event for any reason, or choose not to, your refund, deferral options, and substitution options depend on your chosen funding option and the time prior to the Event. Our Cancellation Policy is detailed on the Event Website, and the Organiser reserves the right to make reasonable changes to that policy from time to time.

(g) If for some reason the Charity that you nominate on the Registration Form does not agree to your participation in the Event as a fundraiser for them, or does not communicate with the Organiser on a reasonable time-line, the Organiser will offer you either the option to nominate another charity, or to join the Event via the Self Fund option, or to have a refund of the Registration Fee. You would have to pay the difference between the original Registration Fee that you paid and either: the Registration Fee associated with the new charity that you nominate - if applicable, or the full Self Fund cost.

4. Self Fund Option (if applicable)

(a) By registering with this option your Registration Fee covers the 'full cost' of your place on the Event, which, including VAT at the standard rate, is: £198 (Full Challenge), £129 (Half Challenge), £79 (Quarter Challenge) which may be subject to various promotional discounts detailed on the Event Website from time to time, or via e mail communication.

(b) If you choose to change the distance that you want to take on in the Event You will be required to pay an additional sum to the Organiser to match the Registration Fee associated with your new distance, as set out above. If you want to reduce your distance you would receive a refund equivalent to the difference between the Registration Fee of each distance, less a £10 administration fee.

(c) Should you not be able to take up your place on the Event or chose not to for whatever reason and confirm this to the Organiser via e-mail you will be entitled to a refund, or a deferral option, or a substitution option as set out in the Cancellation Policy detailed on the Event Website. The amount of any refund, and any fees associated with the deferral or substitution options, depends upon the time line of your notification prior to the Event.

5. Itinerary changes

(a) The itinerary, and associated services, for the Event are as set out on the Event Website, and the Organiser reserves the right to make reasonable changes at any time in order to ensure the Event is operated safely and responsibly. Should there be a significant and material change prior to the Event taking place, which is not a result of a force majeure type circumstance (and this does not include any reasonable change to the applicable route in any circumstances) then the Organiser will inform you as soon as is practicable and you may either agree to proceed with the new itinerary, transfer your place to another equivalent event operated by the Organiser, or cancel your participation in the Event in which case you will receive an appropriate refund of any Registration Fee paid. The arrangements for any refunds to fundraising donors are strictly between the Charity and you in this instance if you have chosen the Charity Fundraising option, or are fundraising independently for a charity having chosen the Self Fund option.

(b) In force majeure type circumstances, the Organiser shall not be liable for any delay or being prevented from performing its obligations of providing the services and itinerary if such delay or prevention is caused by circumstances beyond its reasonable control; including, but not limited to: an act of God, flooding, abnormally inclement weather, terrorism, civil disturbance, military operation, epidemic, quarantine, accident, failure of power supply, railway cancellation or disruption, ferry cancellation or disruption, airline cancellation or disruption, strike, lockout, trade dispute, unwarranted withdrawal of any licence or permit by any competent authority, and any other events including emergencies and non-emergencies that could not have been reasonably foreseen by the Organiser. In such force majeure circumstances, which result in an itinerary change the Organiser is not obliged to refund the Registration Fee if you choose not to take up your place, or are unable to do so.

(c) The Organiser does not make any payments compensating for losses or other costs you incur in the case of an itinerary change, and does not accept liability for any delays in your travel or Event departure arrangements, or for any reasonable and proportional changes to the Event itinerary in circumstances of Force Majeure.

6. Changes or Requests made by you

Any change that you are requesting must be notified by you to the Organiser by email, or as advised. The Organiser will always try to accommodate reasonable change requests; however some changes requested may incur an administration fee which you will be advised of at the time before electing to precede with the change.



7. Cancellation by the Organiser

(a) The Organiser reserves the right to cancel the Event for any valid operational reason, in which case an appropriate refund of the Registration Fee you paid will be made within 8 weeks of the cancellation notice being issued, or you will have the opportunity to confirm your participation within a re-scheduled Event on an alternative date, or to transfer your place to a similar event operated by the Organiser. In all instances the Organiser reserves the right to charge an 'administration fee' equivalent to the Registration Fee associated with the 'Charity Full Sponsorship Options' as set out above in clause 3(b), if you opt for a refund, and to also cover the cost of any merchandise, goods, or services that you may have received as part of a promotional package.

(b) In force majeure type circumstances, as described in clause 5(b), which result in the cancellation of the Event, the Organiser is not obliged to refund the full Registration Fee, however depending on the time-line involved and the specific circumstances, the Organiser agrees that it will make an appropriate refund, or offer a transfer to another event, or offer a credit note, having taken into account any sunk and non-recoverable costs that the Organiser has incurred, or will incur, and are related to your place on the Event, up to the point of cancellation, and in all instances the Organiser reserves the right to charge an 'administration fee' equivalent to the Registration Fee associated with the 'Charity Full Sponsorship Options' as set out above in clause 3(b). If you opt for a refund, and to also cover the cost of any merchandise, goods, or services that you may have received as part of a promotional package.

(c) The Organiser will not make any payments compensating for losses or costs you may incur in the case of cancellation of the Event, and we exclude and limit all such liability to the full extent permitted under law.

(d) If the Event is cancelled, any sponsorship or fundraising collected in relation to the Event must be returned to the donors or retained by the Charity as agreed between you and the Charity after all donors have been informed. The arrangements for any refunds to donors are strictly between the Charity and you.

8. The Organisers' obligations to you

(a) The Organiser will provide medical support on the Event, and the prime role of the medical support teams will be to deal with genuine medical emergencies as their first priority. You must bring your own small personal medical kit and follow the equipment and clothing advice as issued.

(b) The Organiser will provide food and water on the Event, and it is your responsibility to remain fed and hydrated, and you should follow the nutritional advice as issued.

(c) Whilst the Event route will be signed and a route map issued electronically, it is your responsibility not to get lost and you must carry a fully charged mobile phone whilst on the Event. The Organiser will manage the exit of participants who drop-out from the Event, having started it, in a way that they deem is correct, safe and relevant for the overall management of the Event. You are advised to have a friend or relative that you can contact in case you choose to exit from the Event prior to the finish.

(d) The Organiser is only obliged to cover your transport arrangements to exit the Event, at any point once the Event has started, if you are deemed medically unfit to make your own arrangements. In this instance, you will be transported to the nearest Event Rest Stop, medical facility, or other location deemed suitable by the Organiser and their medical staff.

(e) The Organiser accepts liability for negligent acts and/or omissions by its employees, agents, suppliers or sub contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of the Event that we are contractually obliged to provide. The Organiser will therefore pay such damages as may be awarded under English law.

(f) The Organiser excludes and limits all other liability to the extent permitted under law and damages are not payable where any failure to perform the contract is due neither to any fault on the part of the Organiser or a supplier of any part of your arrangements associated with the Event, or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of services associated with the Event, or a force majeure circumstances beyond the Organiser's control.

9. Insurance

You agree to read and abide by any Event Insurance Advice where issued and you accept that Personal liability and Personal Accident Insurance is NOT included in the cost of the Event.

10. Law and jurisdiction

These conditions of entry shall be governed by and construed in all respects in accordance with the laws of England and Wales. Any dispute which may arise between the parties concerning these terms and conditions shall be exclusively determined by the English Courts.



Action Challenge Ltd, July 2020