

2023 World Triathlon Championship Series Sunderland – Terms and Conditions

“The Organiser” – British Triathlon, PO BOX 25, Loughborough, Leicestershire, LE11 3WX]

“The Event” 2023 World Triathlon Championship Series Sunderland to be held on 29 – 30 July

“The Participant” – Individual(s) who wish to enter or have entered the Event via the designated entry process.

1. Conditions of Entry

By completing the designated entry process participants are agreeing to abide by the following terms and conditions.

2. Completion of Entry process

It is the Participant’s responsibility to provide accurate and truthful information when completing the entry process, any errors in data entered are the responsibility of the participant.

If at any point the Organiser discovers that the Participant has provided false or inaccurate personal information, or that the information provided makes the participant ineligible to participate in the Event, the organiser reserves the right to refuse entry or disqualify the Participant, without any refund of the entry fee and booking fee.

Entries will be subject to the Organisers’ Transgender policy effective from 1 January 2023 which can be found at:

<https://www.britishtriathlon.org/britain/documents/about/edi/transgender-policy-effective-from-01-jan-2023.pdf>

3. Payment

Each Participant is required to pay the entry fee in full at the time of entry, along with any booking fees which may apply. Until full payment is received the entry will not be accepted.

Once payment is received and entry is confirmed, the fee is non-refundable other than as stated within section 5 of these terms & conditions.

Booking fees are paid in consideration of (and to meet the costs of) the entries process and are non-refundable in all circumstances (including those covered within section 5).

4. Confirmation of entry

Entry to the event is confirmed upon completion of the entry process and payment of the entry fee. Entry will be confirmed via email to the email address provided by the Participant.

5. Competitor withdrawal policy & refunds

If the Participant wishes to withdraw from the Event at any point, they must do so by informing the Organiser by email immediately to **sunderland@britishtriathlon.org**; you must ensure that the email subject title is stated clearly as **“WITHDRAWAL”**.

No other method of withdrawal is accepted by the Organiser. The Organiser will confirm the withdrawal by email to the Participant normally within five working days. If no response to the withdrawal request is received the Participant should phone the Organiser on 01509 226161.

A Participant may withdraw and be refunded in full (but not in the respect of the booking fees) up to 14 DAYS after the date of entry confirmation.

Participants withdrawing after this 14-day period and by 5pm on Friday 5 May 2023 will receive a 50% refund.

No refunds can be given to Participants withdrawing after 5pm on Friday 5 May 2023.

A Participant may transfer their entry to the Event to another eligible person within the same category no later than Friday 30 June 2023, subject to a £10 administration fee. Please email sunderland@britishtriathlon.org with your confirmation number to arrange a transfer.

Elite and performance entries (TriStar, Youth, Junior, Senior) are not eligible for transfer.

6. Transfer & Swapping of entries

The swapping of entries (that is not an authorised transfer under clause 5) is not permitted under any circumstance. Swapping entries is strictly forbidden as it impacts the event insurance and potentially places the individual's (and other participant's) health & safety at risk. Any participants and other involved individuals who are found to have swapped their entries will be banned from participating in all future events promoted by the Organiser and referred to the relevant Home Nation Association who may choose to implement further disciplinary action.

Entries cannot be deferred to the next staging of the Event or transferred to another event delivered by the Organiser.

7. Race information

All race information required to participate in the event is published on the event website. It is the participant's responsibility to read, understand and abide by the race information. The event organiser reserves the right to change the race information at any time without notice.

8. Pre Race Registration

Each participant will be given a time window to register in and they must register in this allocated time. All participants are required to personally attend registration to collect their race packs.

All participants must have photo ID (driving licences, passport, British Triathlon Home Nation membership card etc.) to register for the event and be issued their race pack.

Race packs will not be posted out and can only be collected during the published times.

Participants who do not register for the Event in accordance with their registration

instructions will be ineligible to participate in the Event without any refund, and will not be entitled to their race pack or any of its contents.

Full details of the registration process will be contained within the race information published on the event website.

9. Photography

The participant acknowledges that the Event is a high profile, public event that will attract media coverage and that images and footage from the event may be published, streamed or broadcast in a variety of media by different content providers outside of the Organiser's control.

The Organiser itself may use quotes, images, photographs and video taken by its own contracted photographers and employees at the Event for the purposes of promoting, reporting and broadcasting both the Event and the activities of the Organiser more generally in accordance with its Event privacy policy which can be found at https://www.britishtriathlon.org/britain/documents/events/2023/wtcs-sunderland/british-triathlon-major-events-privacy-policy-2023_200922.pdf

Individuals should address concerns regarding the use of their image by the Organiser to the Organiser in accordance with the Organiser's Event privacy policy. Concerns regarding the use of images or footage by other media outlets or content providers should be addressed to the relevant media outlet or content provider directly.

10. Competition Rules

The event is run in accordance with British Triathlon Federation Rules, which can be viewed at www.britishtriathlon.org; except for the elite races that will be run under the World Triathlon's sport technical and competition rules.

It is the participant's responsibility to know and abide by the rules, and to ensure their equipment and its use complies with the rules.

Where cut-off times apply, the organiser reserves the right to remove participants who do not meet those times or have no chance of meeting those times. In this case no refund will be made to the participant. As a guide participants should be able to complete the course within 4 hours for the Standard distance and 2 hours 15 for the Sprint distance.

Specific cut off times will be published at least 2 weeks prior to the event on the event website. Participants who cannot achieve these timings will be escorted to the finish line and therefore may not be able to complete the full course.

11. Event Changes

The organiser reserves the right to alter timings or other details for the event at its sole discretion due to circumstances beyond its control; i.e. by way of changing distances or disciplines. This also includes the right to alter start times.

12. Event Cancellation

If the event is cancelled for reasons beyond the Organisers reasonable control, including without limitation fire, storm, act of terrorism, "act of god", serious medical incident, COVID related restrictions or restrictions relating to a separate epidemic or pandemic then the Participant will not be entitled to any refund or compensation of other losses.

As a separate and independent provision the Organiser shall not be liable for any loss, damage or expense arising from an event of Force Majeure.

13. Liability

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) and the Organiser's liability to the participant is excluded to the fullest extent permissible by law.

The Organiser, its staff, agents or contractors shall not be liable for indirect or consequential loss or damage.

The Organiser will not be liable for any computer result anomalies or any technical malfunctions.

Whilst the Organiser takes every care with staging the event, the participant acknowledges that personal accident and personal items insurance is his/her sole responsibility. The Organiser shall not be liable to the participant for any loss or damage of or to personal equipment belonging to the participant, or any indirect or consequential loss or damage whatsoever arising out of the participant taking part in the Event; or for any loss of business; revenue or profit; loss of reputation; anticipated savings or wasted expenditure; pledges made on your behalf or by you to charity.

The Organiser will not be liable for any actions of any spectators or other third parties.

14. Medical Conditions & Information

All participants are required to provide emergency contact details as part of the entry process, and to disclose any known medical conditions to the Event Organiser. The organiser reserves the right to refuse entry with no refund, if a participant fails to provide this information or the information provided is known to be false.

It is the competitor's responsibility to ensure they have the right level of physical ability to complete the event. If you know or are concerned that you have a medical condition which might interfere with your safe participation in the Event, before you enter you should seek advice from a relevant medical professional and follow that advice. Please see our Health Commitment Statement for more advice (below).

15. Collection & use of data

The Organiser will collect and use the participants personal data as detailed in the Event Privacy Policy which is located at:

https://www.britishtriathlon.org/britain/documents/events/2023/wtcs-sunderland/british-triathlon-major-events-privacy-policy-2023_200922.pdf

16. Health commitment statement

Your health is your responsibility. The Event Organiser is dedicated to helping you take every opportunity to enjoy your participation in our events. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to you

We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

We will make every reasonable effort to make sure our events are organised to accepted safe operational standards for you to enjoy.

We will make all reasonable steps to ensure first aid is available at event to an industry standard.

If you tell us you have a disability which puts you at a substantial disadvantage in accessing our event, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with your safe participation in our event, before you enter you should seek advice from a relevant medical professional and follow that advice.

It is the decision of the participant, not the event organiser, to determine whether he or she is fit enough to exercise. If the user is in any doubt, the user should seek medical advice. It is up to the user where to seek that medical advice.

You should let us know immediately, if you feel unwell whilst participating in one of our events. Our staff are not qualified Doctors, but there will be first aid provision in attendance at our events.

If you have a disability, you must follow any reasonable instructions to allow you to complete our event safely.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligation which you or we must meet.

17. Yellow Jersey Terms & Conditions for the Event

Group Race Fee Protection & Pedal Cycle Insurance

Participants who have opted in for the Race Fee Protection & Pedal Cycle Insurance, offered by Yellow Jersey during the entry form are being included under a group policy arranged by Yellow Jersey via Allianz Partners. The group policy is purchased by British Triathlon on behalf of its' Participants and covers ONLY those who have opted in and purchased through the Active entry system.

Full Terms & Conditions can be found here: www.yellowjersey.co.uk/btf

If you have any questions about our terms and conditions, please get in contact with sunderland@britishtriathlon.org