## **2024 TCS Mini London Marathon in Schools**

## **Terms and Conditions**

- 1. The 2024 TCS Mini London Marathon in schools is a challenge to be organised by Eligible Schools (as defined below in paragraph 2) for their pupils to complete in the school setting (the "Event"). The Event may come in varying forms, provided that it is based around the numbers 2.6 or 26, or otherwise inspired by the annual London Marathon. For example, the Event may be the completion of 26 miles over the Event Period (as defined below in paragraph 3) or involve doing an activity for 26 minutes. For more information, please see: <a href="https://www.tcslondonmarathon.com/the-event/tcs-mini-london-marathon-in-schools">https://www.tcslondonmarathon.com/the-event/tcs-mini-london-marathon-in-schools</a>.
- 2. The Event is open to any school in the United Kingdom, Channel Islands or the Isle of Man, as defined under section 4 of the Education Act 1996 (as amended from time to time) in the United Kingdom or in other equivalent or similar legislation in the Channel Islands and the Isle of Man (an "Eligible School").
- 3. The Event shall take place between 15 April 2024 and 10 May 2023 (inclusive of both dates) (the "Event Period").
- 4. References to "**you**" mean an authorised representative of an Eligible School.
- 5. By registering the Eligible School for the Event, you:-
- 5.1 warrant, represent and undertake that:
  - 5.1.1 you have the authority of the Eligible School to enter the Event on its behalf;
  - any information you provide to London Marathon Events Limited, incorporated and registered in England and Wales with company number 01528489 whose registered office is at 190 Great Dover Street, London SE1 4YB ("LMEL") from time to time will be true, accurate and complete to the best of your knowledge and belief, including but not limited to the number of pupils who have completed the Event (the "Finishers");
- 5.2 acknowledge and agree, on behalf of the Eligible School, that:
  - 5.2.1 LMEL will be able to use the details you provide to send you information about the Event and future editions of the Event and to fulfil the provision of any necessary services. LMEL will use your details and that of the Eligible School as set out in LMEL's privacy policy (as updated from time to time)
  - 5.2.2 each individual participating pupil of the Eligible School will only be entered once in the Event;
  - 5.2.3 the Eligible School will ensure the fitness and suitability of pupils taking part in the Event;
  - 5.2.4 the Eligible School will provide such information as LMEL may reasonably require from time to time, including but not limited to the school identification number of the Eligible School; and
  - 5.2.5 LMEL may publicise that the Eligible School is taking part in the Event.

- 6. Each Eligible School will receive from LMEL an Event trophy ("**Trophy**") in recognition of its Finishers completing the race distance, provided that the number of Finishers in each Eligible School:
- 6.1 is at least 50; or
- 6.2 represents at least 20% of the total number of pupils enrolled in the Eligible School, but the award of the Trophy shall at all times be at the sole discretion of LMEL.
- 7. The Eligible Schools that will be awarded a Trophy will be notified by LMEL by 31 May 2024.
- 8. There shall be no cash alternative for the Trophy, and LMEL reserves the right to substitute the Trophy for similar alternatives.
- 9. The Trophy cannot be sold or auctioned or otherwise transferred to a third party.
- 10. This is an agreement between LMEL and the Eligible School, and LMEL shall have no contractual or other duties towards pupils. The Eligible School shall be responsible for any contractual or other duties or relationship with its pupils.
- 11. By registering for the Event, you understand and accept that the Eligible School is responsible for its own actions and any risks assumed by the pupils participating in the Event. The Eligible School will indemnify LMEL against any loss or claim brought by any of its pupils who participate in the Event.
- 12. LMEL accepts no responsibility for any damage, loss, liability, harm, injury, illness or disappointment incurred or suffered (directly or indirectly) as a result of entering in this Event or accepting the Trophy. Notwithstanding the foregoing, nothing shall exclude the liability of LMEL for death or personal injury as a result of its negligence.
- 13. LMEL may, in its absolute discretion, modify, amend, cancel or suspend these terms and conditions at any time if it deems necessary or if circumstances arise beyond its control.
- 14. LMEL reserves the right in its absolute discretion to disqualify from this Event any pupil or Eligible School that it believes has not complied with these terms and conditions or acted in good faith.
- 15. LMEL's decisions are final in all matters relating to this Event, and no correspondence will be entered into.
- 16. These terms and conditions shall be governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts.