

Please read these general conditions of entry before applying to enter the Brighton Miles – they contain important information about the Participant's safety and wellbeing.

## 1. INTRODUCTION AND SCOPE

1.1 Capitalised but undefined terms used in this clause 1 shall have the meaning given to them in clause 2.

1.2 The following terms and conditions of sale (the “**Conditions of Entry**”) set out the general conditions for application to, and participation in, the Event.

1.3 Any person who applies to take part in, or compete in the Event, shall be deemed to have accepted and agreed to comply with these Conditions of Entry and the Applicable Laws.

1.4 Your attention is particularly drawn to clauses 4.2 (transferability of entry), 8 (Cancellation by London Marathon Events Limited (LMEL)) and 11 (Liability).

## 2. DEFINITIONS AND INTERPRETATIONS

2.1 In these conditions the following definitions shall apply:

- a. “**Agreement**”: the agreement between You and LMEL governed by these Conditions of Entry;
- b. “**Applicable Laws**”: all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures in the context of Covid-19, of any governmental authority that apply to You and/or the Participant, or the subject matter of these Conditions of Entry;
- c. “**Event**”: the Brighton Miles, taking place over the Brighton Marathon Weekend, organised by LMEL;
- d. “**Event Date**”: the announced date of the Event;
- e. “**Force Majeure Event**”: any circumstance not within LMEL's reasonable control including, without limitation: (a) acts of God, abnormally inclement weather, extreme weather (eg extreme heat), flood, drought, lightning, storm, earthquake or other natural disaster; (b) epidemic, pandemic or infectious disease; (c) terrorist attack, civil war, civil commotion or riots, crowd disorder, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government, public authority, court, competent national authority or governing body, including without limitation cancelling a public event, imposing capacity restrictions, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, subsidence, structural damage, fire, explosion or accident; (g) death of a member of the British royal family; (h) non-performance by suppliers or subcontractors to LMEL; (i) athlete boycott; (j) interruption or failure of utility service; and (k) any labour or trade dispute, strikes, industrial action or lockouts;
- f. “**LMEL**”: London Marathon Events Limited, incorporated and registered in England and Wales with number 01528489 whose registered office is at 190 Great Dover Street, London SE1 4YB;
- g. “**Officials**”: any Event officials as appointed by LMEL from time to time;
- h. “**Participant**”: the entrant to the Event;

i. **“Privacy Policy”**: LMEL’s privacy policy which can be found [here](#);

j **“You”** or **“Your”**: either: (i) the Participant; or (ii) where the Participant will be below the age of 18 on the Event Date, the parent or legal guardian of the Participant.

2.2 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

2.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2.4 Any obligation on a person not to do something includes an obligation not to allow that thing to be done.

2.5 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

2.6 References to clauses are to the clauses of these Conditions of Entry.

2.7 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### **3. ABOUT THE EVENT**

3.1 The Event is comprised of various waves, including but not limited to age-specific waves (each, an **“Event Wave”**). The details of each Event Wave is available [here](#). A Participant is required to meet the relevant requirements on the Event Date to participate in any age-specific Event Wave (**“Relevant Requirements”**).

3.2 For the avoidance of doubt, the Participant may enter more than one Event Wave.

3.3 Participants with physical disabilities may enter any Event Wave using either a standard, sports or racing wheelchair, which is self-propelled and without gears or any mechanical, powered or electronic aid or device. Helmet and gloves must also be worn.

3.4 If the Participant entering any Event Wave using a wheelchair in accordance with clause 3.3 is unable to propel themselves, the Participant is permitted to have assistance from a team of four, with a maximum of two members of the team permitted to push at any one time.

3.5 There is no fee payable to enter the Event.

### **4. ENTRY**

4.1 By registering yourself or the Participant for the Event (as applicable):

a. You hereby give consent to the Participant’s participation in the Event. LMEL requires parental consent before any Participant below the age of 18 years old is permitted to participate in the Event;

b. You warrant that the information You have and will provide is accurate and true. You must not use any false information or misrepresent the information of another person as applying to You or the Participant;

c. You warrant that the Participant shall comply with the Relevant Requirements on the Event Date (where applicable); and

d. You accept, acknowledge and agree, to these Conditions of Entry, and in particular, You agree to abide by, or use Your best endeavours to ensure that the Participant abides by, this Agreement, all Applicable Laws and any reasonable rules or conditions that LMEL may issue from time to time, including but not limited to, Covid-19 testing, social distancing and/or the use of monitoring or tracking devices or software.

4.2 Participation in the Event is personal to the Participant. Swapping, selling or transferring or offering to sell, swap or transfer the place in the Event or allowing any other person to wear the runner's identification number is strictly prohibited. Multiple entries using the same registration details and/or email address will result in all of Your or the Participant's entries being disqualified. Any breach of this clause 4.2 shall render the entry void. If You are found to be in breach of this clause 4.2, LMEL reserves the right to exclude You or the Participant from participation in future LMEL events.

4.3 Notwithstanding clause 4.2:

a) a Participant is permitted to enter multiple Event Waves (subject to compliance with the Relevant Requirements, where applicable); and

b) You may be permitted to register multiple Participants for the Event, providing that each Participant is registered using its own personal details,

and such activity shall not be considered a breach of clause 4.2.

## **5. EVENT SAFETY**

5.1 At all times during the Event, You shall, or You shall use Your best endeavours to, ensure that You or the Participant adheres to all instructions given by LMEL and Officials from time to time.

5.2 You hereby confirm that You or the Participant (as applicable) is sufficiently fit and healthy to participate in the Event on the Event Date (should You or the Participant be in any doubt, LMEL recommends that medical advice is sought), and acknowledge and agree that:

a. running is an endurance sport;

b. You or the Participant would only undertake such an activity to a level which reflects Your/their level of fitness;

c. You and the Participant are responsible for monitoring Your/the Participant's own physical condition prior to and during participation in the Event; and

d. Your/the Participant's participation in the Event is for recreational and/or charity fundraising purposes only and You/the Participant will not participate in the Event for any commercial or business purpose. LMEL has no liability to You or the Participant for any loss of profit, loss of business, business interruption, or other loss of business opportunity.

5.3 Participants are not permitted to use the following items in the Event:

a. subject to clauses 3.3 and 3.4, any artificial aid or wheeled device;

b. any pets or animals, unless expressly provided in writing by LMEL; or

c. any other item that could potentially inhibit the flow or safety of other participants or which LMEL, in its reasonable opinion, deems may cause danger or risk of danger to the Participant, other participants or spectators.

5.4 LMEL may from time to time issue reasonable rules or conditions to address any health concerns (including, but not limited to, those relating to Covid-19) including, but not limited to, testing, social distancing and/or the use of monitoring or tracking devices or software. You warrant that You will, or You will use Your best endeavours to, ensure that You / the Participant complies with all such rules or conditions.

## **6. EVENT EJECTION**

6.1 LMEL reserves the right to refuse entry to the Event or to ask the Participant to cease participation if the Participant:-

a. fails to follow instructions given by Officials;

b. attempts to participate in the Event in a manner that LMEL, acting reasonably, believes:

i. may cause injury to the Participant or another participant;

ii. may damage or harm the environment;

iii. is likely to cause offence; or

iv. may otherwise cause a risk or potential risk to health and safety, including any failure, in whole or in part, to comply with the restrictions in clause 5;

c. is, in LMEL's opinion, unfit to participate in the Event due to:

i. the consumption or use of alcohol or drugs; or

ii. an injury or illness;

d. fails to arrive at the start location at the specified time; or

e. is unable to make sufficient progress in the Event to enable them to complete the Event in line with timelines set by Officials. Participants will only be eligible for a medal and to feature in the results if they complete the course before the official cut-off time.

6.2 If, in accordance with clause 6.1, the Participant is refused entry to the Event or LMEL asks the Participant to cease participation in the Event, You shall, or procure that the Participant shall, remove the runner's identification number and electronic chip and return them to an Official as soon as possible.

6.3 Any decision made by LMEL pursuant to this clause 6 of these Conditions of Entry shall be final.

6.4 It is strictly forbidden at the Event to express or disseminate any insulting, racist, xenophobic, sexist, religious, political or other illegal/prohibited messages, particularly discriminatory propaganda messages, or otherwise be in possession of any such material.

## **7. CANCELLATION BY YOU**

You should inform LMEL immediately if You / the Participant need to withdraw for any reason by contacting them at [helpdesk@londonmarathonevents.co.uk](mailto:helpdesk@londonmarathonevents.co.uk).

## **8. CANCELLATION BY LMEL**

8.1 LMEL is under no obligation to hold the Event and may cancel the Event for any reason. For the avoidance of doubt, LMEL is under no obligation to offer alternative options should it cancel the Event.

8.2 LMEL and the Officials reserve the right to make alterations to the time, date and location of the Event due to any Force Majeure Event which has a major impact on the Event taking place.

8.3 LMEL may cancel, abandon or postpone the Event due to any Force Majeure Event. In such circumstances:

a. LMEL will, if practicable, provide written notice of such cancellation, abandonment or postponement to the address it holds for You. In the event that written notice is not practicable due to the timescales involved, LMEL will use reasonable endeavours to provide other suitable methods of notice, including email, mobile phone, text message, television and radio broadcasts; and

b. LMEL will have no responsibility for any losses, expenses or costs incurred as a result of cancellation, including any travel or accommodation costs.

## **9. PRIVACY, DATA PROTECTION, MEDICAL CONSENT AND SOUND AND IMAGE RECORDINGS**

9.1 Please read the [Privacy Policy](#) carefully to understand how personal data is processed. In particular, You acknowledge (regardless of whether You are successful in any application) that LMEL may use any information provided by You for the following purposes:

a. for the processing of Your application to enter or for the Participant to enter the Event;

b. for the enforcement of LMEL's legal rights;

c. to publish such information as part of the results of the Event. Results may include (but not be limited to) full name, race times, age and the Event Wave to which the results relate;

d. to track the Participant's progress in the Event;

e. to send You health and safety and other relevant Event information;

f. to notify You of events, activities, publications and services that may be of interest to You should You consent to receiving these from LMEL;

g. to comply with LMEL's statutory and regulatory obligations; and

h. for the reasons detailed in clauses 9.3 and 9.4.

**9.2 In relation to medical matters:**

a. You agree that the personal information of Yourself and/or the Participant (including medical information entered on the bib number or collected by Event medical staff during or after the Event) can be stored, used and disclosed by LMEL in connection with the organisation and administration of the Event and for the compilation of statistical information. If the Participant becomes ill during or after the Event and/or receives medical attention or treatment either from Event medical staff and other medical services providers to the Event as contracted by LMEL, or any doctor or hospital, You authorise such persons to provide such personal information, as well as details of medical treatment, to the Medical Director of the Event or others authorised by her/him; and

b. You consent to medical assistance and/or medical care being provided to You/ the Participant in the case of illness, injury or an emergency situation, should this occur during the Event – such assistance to be given by LMEL, its employees, contractors or other trained personnel engaged at the Event (which may include the use of anaesthetics).

9.3 You acknowledge and, so far as is necessary under Applicable Laws, consent to You/the Participant being photographed, filmed or taped by LMEL and/or any third parties appointed thereby, which shall have the right, in perpetuity or for the maximum term permitted under the Applicable Laws, to use, broadcast, publish and license, without any requirement for payment of money or other form of consideration and without credit, Your/the Participant's voice, image and likeness, by means of live or recorded video and/or audio display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.

9.4 You accept and acknowledge that it is in LMEL's legitimate interests to use, publish and exploit the content detailed in clause 9.3 in this manner (including any personal data contained therein) as LMEL requires the ability to: (a) publish, display, sell and distribute the Event by means of film, television, radio, print media, internet, publicity material (or any other media now known or in the future); and (b) use the images for its safety and security, promotional, training, editorial or marketing purposes, as determined in LMEL's sole discretion (including use by commercial partners and accredited media organisations). Notwithstanding the foregoing, where required under Applicable Laws, You give Your consent to such use.

9.5 You shall not, and shall procure that the Participant does not (if applicable), take, record and/or transmit any sound, image and/or description of the Event other than for Your or the Participant's exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Event for any commercial purposes).

## **10. CHANGES TO THE EVENT**

10.1 LMEL reserves the right to change the Event course, or make any other amendment to the Event that LMEL deems necessary to stage the Event. Any material change to the Event will be communicated to You at the Event, or sooner if practicable.

10.2 Should the Event course distance be changed or reduced in accordance with clause 10.1, You agree that the Event is still deemed to be staged.

## **11. LIABILITY**

11.1 LMEL shall not be liable for any loss (including indirect or consequential loss), damage or expense caused by a Force Majeure Event.

11.2 Subject to clause 11.5, in the event that LMEL is in breach of its obligations (under these Conditions of Entry or otherwise), LMEL shall only be responsible for such loss or damage suffered by You or the Participant which was reasonably foreseeable as a result of the breach. LMEL shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time You entered into a contract pursuant to these Conditions of Entry.

11.3 Subject to clause 11.5 and notwithstanding clause 11.2, LMEL is not liable for any business losses and LMEL will have no liability to You or the Participant for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.4 Subject to clause 11.5, in any event, to the maximum extent permitted by law, LMEL hereby excludes any liability for loss, damage or injury to You, the Participant and/or Your/their property, including any indirect or consequential loss or damage, such as loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.

11.5 Notwithstanding any provision in these Conditions of Entry, LMEL does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by LMEL's negligence or the negligence of any of its officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by Applicable Laws (including Your statutory rights and rights as a consumer).

11.6 You accept and acknowledge that while any Covid-19 protocols introduced by LMEL from time to time are designed to reduce the risk of transmission of Covid-19, it is not possible to eliminate that risk entirely. You accept that You/the Participant assumes the risk of suffering an illness or fatality related to Covid-19 as a result of their participation in the Event, and agree that LMEL and its directors, officers, employees, agents and officials shall bear no liability in respect of any such illness or fatality, unless it is proven that the illness or fatality was suffered as a result of the wilful misconduct or gross negligence of LMEL. You will not bring any claim that is inconsistent with the foregoing sentence.

## **12. SEVERABILITY AND AMENDMENT**

12.1 LMEL reserves the right to change these Conditions of Entry if necessary, to ensure proper and safe staging of the Event. LMEL will notify You of any material changes via an email sent to the address indicated by You in the application and You will have the choice to consent to such material changes or to withdraw Your application or withdraw from the agreement concluded with LMEL in accordance with these Conditions of Entry (as applicable).

12.2 Should any provisions of these Conditions of Entry be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, the remainder of these Conditions of Entry shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included.

## **13. GENERAL**

13.1 These Conditions of Entry have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the English version shall prevail.

13.2 The Agreement constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to the Agreement which is not already set out in the Agreement.

13.3 Any person not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

13.4 The Agreement is governed by the laws of England and Wales. The parties agree that the courts of London, England have exclusive jurisdiction to settle any dispute arising under or in connection with the Agreement. Notwithstanding the foregoing: (a) these Conditions shall not affect a person's statutory rights as a consumer, and in particular, if the claimant lives in Scotland they can bring legal proceedings in either the Scottish or English courts, or if they live in Northern Ireland, they can bring legal proceedings in either the Northern Irish or English courts; and (b) LMEL reserves the right to pursue legal proceedings in a competent court of Your domicile, where such proceedings shall be governed and interpreted in accordance with English law.