

## **Emmer Green 5 & 10K run and Mini-Oak Challenge Terms & Conditions.**

Thank you for deciding to take part in this event, in order to make this a fun and safe event for everyone, please read through the following information and show your agreement by checking the relevant box.

Within these terms and conditions, the following definitions apply:

“Agreement” – the agreement between you and Emmer Green Parents, Teachers and Friends Association (PTFA), which comprise these terms and conditions, and any additional conditions of entry, provided to you by Emmer Green Primary School PTFA from time to time.

“Event” – the Event (5K, 10K and Mini-Oak Challenge) organised by the Emmer Green Primary School Parent Teachers & Friends Association.

“we”, “us”, “our”, “Emmer Green Primary School PTFA” “Event Organiser”– means Emmer Green Primary School Parents, Teachers & Friends Association,

“I” “you” “your” “me” “myself” – means the entrant to the Event or, where you are signing as a parent or guardian for a child aged under 18 for whom you are responsible, your child.

## **Emmer Green Primary School PTFA Data Protection Policy**

### **Data Protection: Event**

I agree for the purposes of this event; personal information includes name, contact number, email address and medical data collected for health and safety purposes ("Personal Information").

I agree that my personal information can be stored, used by Emmer Green Primary School PTFA in connection with the organisation, staging and administration of the Event. I agree that the Event Organiser can contact me with information relating to the Event.

Medical information will only be used to allow medical assistance to be given on the event date.

I agree that my Personal Information and data may be used by Emmer Green Primary School PTFA in connection with the compilation of statistical information and to improve health and safety procedures at future events.

Emmer Green Primary School PTFA shall commit to abide by the 1998 Data Protection Act and be in accordance with the General Data Protection Regulation 2018, to ensure that “Personal Information” or marketing information pertaining or relating to me which comes into the possession or control of Emmer Green Primary School PTFA shall not be used or reproduced in whole or in part in any form except for the purposes outlined in these conditions.

### **Waiver**

I agree that other than in respect of data protection obligations and any other obligations imposed by law for which liability cannot be excluded, Emmer Green Primary School PTFA shall have no liability to me and I will have no recourse against Emmer Green Primary School PTFA in connection with the Event.

## **Event Conditions**

I understand and agree that I participate in the event entirely at my own risk and that no responsibility whatsoever shall attach to any event sponsors, event directors, or any person involved in the organisation of the event for any injury, accidents, loss or damage suffered by me in, or by reason of the event, however such may be caused. I am healthy and am fit enough to complete this event.

### **Associated Risk**

I am aware of the physically strenuous nature of this event and the risks both medically and physically.

I confirm I am healthy and fit (physically and medically) enough to complete this event. I accept that should any medical or physical condition arise prior to the event which is likely to affect my ability to compete will be reason to withdraw in accordance with these conditions. If in doubt I will consult my doctor. I will not take part if I feel unwell.

Whilst Emmer Green Primary School PTFA takes care to make the event as safe as possible it cannot remove all dangers and accordingly, I participate at my own risk. Emmer Green Primary School PTFA cannot be held responsible for personal injury, accident, loss, damage or public liability during the event.

I agree to follow the safety rules and instructions given by the marshals/supervisors at the event. All 5 & 10K runners must observe the Highway Code and ensure the utmost care is taken at junctions as the roads will NOT be closed to traffic.

I consent to emergency medical care and transportation in order to obtain treatment in the event of an injury to myself.

#### **5km entrants under 16 on race day**

I understand that if I am the named adult (as stated in the entry form), I am over 18 and it is my responsibility to accompany and run with the minor throughout the 5km course.

#### **Online Entry**

By submitting an application online and paying any stated fee for entry into this event, I understand and agree to abide by the Terms and Conditions, the instructions given by the Event Organiser and event officials. When entering on behalf of other individuals, by agreeing to the event entry terms and conditions myself, I agree that all other entrants in my booking are aware, accept and agree to the Terms and Conditions and the instructions given by the Event Organiser and event officials.

Neither I or any other individuals in my booking 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.

#### **Withdrawals and refunds**

As this is a charity run, we cannot provide refunds of the entry fee for any reason following entry.

#### **Email Communication**

Emmer Green Primary School PTFA primarily uses email to communicate with its competitors. By entering this event, I agree to receive emails regarding this specific event from Emmer Green Primary School PTFA. Please see the specific Data Protection Policy for further details. I understand that event specific communication emails do not have an unsubscribe link, for the safety of the participant.

Emmer Green Primary School PTFA cannot be responsible if event information does not reach the intended recipient by email. The onus is on the competitor to ensure that their Spam filters will allow Emmer Green Primary School PTFA's emails through. Emmer Green Primary School PTFA can only be responsible for ensuring that the email address provided is the one to which event emails are sent. Event details are posted on the event website page.

#### **Rules and Regulations**

#### **Personal Identification**

I understand that registration is required prior to participation in the event and entrant details written on the back of entry number (bibs).

#### **Media and Photography**

I understand and accept that media professionals and Emmer Green Primary School PTFA may take photographs and video footage of the event and its participants for use to publicise and promote the Event.

#### **Finishers Medal**

5 & 10K runners: I will only receive a finishers medal if I complete the event.  
All MiniOak Challenge starters will receive a medal.

#### **Cut Off Times**

Emmer Green Primary School PTFA may introduce cut off times as they see fit as part of the event rules, cut offs will be in accordance with the 2-hour time limit to complete the 5 or 10K courses and if introduced will be to ensure the safe and proper running of the event. Subsequently, competitors may be instructed to withdraw from the event in accordance with imposed cut off times. In any such scenario there will be no refund of the event fee.

#### **Timing and Results**

Emmer Green Primary School PTFA will use best endeavours to provide an event finish time for the participant however it

cannot be held responsible for any computer result anomalies or any technical malfunctions.

### **Removal of Participants**

Emmer Green Primary School PTFA reserves the right at any time to remove participants from the event or to prevent participants participating in the event if in the Event Organiser's sole discretion, it considers 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 event fee shall be made if the participant has acted negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the event or other participants, so as to cause his/her removal.

### **Liability/ Responsibility**

Whilst Emmer Green Primary School PTFA takes every care with staging the event, I acknowledge that personal accident and personal items insurance is my sole responsibility.

Emmer Green Primary School PTFA 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.

### **Allergies**

Please note that some of the food products given out on event day may contain or have traces of nuts and nut oils or may have been made alongside other products containing nuts. Emmer Green Primary School PTFA cannot be held responsible for any issues resulting from food allergies.

### **Start Time Alterations**

Emmer Green PTFA reserves the right to alter the start time of the event. In the event of a change of start time the participants will be notified of the revised start time with as much notice as reasonably practicable.

### **Distance and Course Alterations**

I am aware the organiser reserves the right to reduce the course distance, change the course, or make any other amendment to the Event that they deem necessary to stage the Event. Any change to the Event will be communicated to me at the event or sooner if practicable.

### **Race Format Alterations or Cancellations**

Emmer Green Primary School PTFA reserves the right to amend the event format, postpone or cancel the event due to circumstances beyond its reasonable control or for any safety related reason.

### **Final Decision**

All decisions and rulings by Emmer Green Primary School PTFA and its representatives are considered final. Accordingly, I agree to comply with all event rules and all instructions and guidelines given by event crew, stewards, marshals, and safety personnel. I acknowledge and agree that Emmer Green Primary School PTFA 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.

### **Mini-Oak Challenge additional Terms & Conditions**

I understand that I am responsible for supervising my child throughout the event and for their safety and wellbeing. I consent to emergency medical care and transportation in order to obtain treatment in the event of an injury to my child.

I understand that as part of the MiniOak Challenge my child is able to run as many or as few laps of the course as they would like and this is my responsibility. The Mini-Oak Challenge is strictly capped at a maximum of 33 laps of the field, however I understand that this is the maximum and my child can stop before this cap. I understand that children can walk, run, take breaks, rest, drink, refuel and recontinue should they wish. The organisers reserve the right to stop a child from continuing should they be concerned for the welfare of the child.

**Media and Photography** - I understand and accept that media professionals and Emmer Green Primary School PTFA may take photographs and video footage of the event and its participants for use to publicise and promote the Mini-Oak Challenge.

Emmer Green Primary School PTFA