



## Royal Parks Half Marathon 2023 Runner terms and conditions

THE DEADLINE FOR ALL RUNNERS TO BE ADDED AND REGISTRATIONS TO BE COMPLETED ON THE CONSOLE IS 16:00 ON FRIDAY 1 SEPTEMBER 2023.

### DEFINITIONS

“Data Protection Laws” means: (a) the UK GDPR (as that term is defined by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019); (b) the Data Protection Act 2018; and (c) all other laws concerning the processing of data relating to living persons.

“Event” means the Royal Parks Half Marathon (by whichever name) scheduled to be held on Sunday 8 October 2023.

“Event Organisers” means The Royal Parks Limited, a registered charity with company number 10016100 and charity number 1172042 and whose registered office is at The Old Police House, Hyde Park, London, W2 2UH.

“Fee” means the price of entry payable prior to participation in the Event (paid either directly, by a public ballot Participant, or by a third party (e.g. corporate entrant) for a non-public ballot Participant).

“London Marathon Events” means London Marathon Events Ltd, Company number 01528489, C/ Marathon House, 190 Great Dover St, London SE1 4YB.

“Online Confirmation” means confirmation of acceptance (sent via email from the Event Organisers to the Participant) to participate in the Event. [SEP] [SEP]

“Online Registration Form” means the pages within the Website which must be completed prior to participation in the Event and completed before the registration deadline of midnight on Friday 25 August 2023 for all runners.

“Participant” or “you” means the named person on the official entry form.

“Parties” means the Event Organisers and the Participant.



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"Personal Data" means any information relating to an identified or identifiable living individual, which for the avoidance of doubt includes a Participant's name, address, email address, phone number, race number, t-shirt size, gender, medical conditions, emergency contact information, age, industry, seeding category, personal story (if provided), activation link, and company or charity name (if applicable).

"Registration Date" has the meaning given in clause 1.5.

"Terms and Conditions" means these participant terms and conditions relating to the Event.

"The Royal Parks" means The Royal Parks Limited, a charity registered under no. 1172042 of The Old Police House, Hyde Park, London, W2 2UH, United Kingdom.

"Website" means [www.royalparkshalf.com](http://www.royalparkshalf.com).

### **1 RACE REGISTRATION**

1.1 These Terms and Conditions relate to the Royal Parks Half Marathon which is a 13.1 mile running event scheduled to be held in London on Sunday 8 October 2023 and is produced, directed, organised, conducted or paid for by the Event Organisers. The Event shall start and finish within Hyde Park, London.

1.2 The Fee shall be paid to the Event Organisers prior to the date of the Event, through one of the payment methods set out on the Online Registration Form.

1.3 Only persons who will be aged 17 years or above on the date of the Event (being Sunday 8 October 2023) may register for the Event.

1.4 Each Participant must register using the Online Registration Form, accessed using the individual Participant's log-in details, as provided by the Event Organisers after that individual has secured a place in the Event.



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1.5 The relevant date for registrations shall be the date the Participant receives the Online Confirmation ("Registration Date").

1.5.1 Each Participant must complete their registration in full by midnight on Friday 25 August 2023 or they will forfeit their place in the Event. Participants must have completed all information on the Online Registration Form and paid the £4.95 admin fee (where applicable) by this date to be able to take part.

1.5.2 Following the successful completion of the registration process by the Participant and clearance of the Fee, admin fee and postage costs (where applicable), the Participant shall receive an email confirming their registration from The Royal Parks Half Marathon. If no email confirmation is received, please contact [info@royalparkshalf.com](mailto:info@royalparkshalf.com) to confirm the registration. Please note this confirmation is different to any other confirmation or correspondence received from a charity other than the Royal Parks and will be received from [info@royalparkshalf.com](mailto:info@royalparkshalf.com).

1.6 Participants shall receive an official numbered race bib in their race pack by post in late September 2023.

1.7 The numbered race bib is personal to the Participant accepting the Terms and Conditions and the Participant undertakes and agrees (i) to wearing the official numbered race bib assigned to his/her registration, and (ii) not to authorise or permit any third party to use their official numbered race bib for the Event.

1.8 Participants will find their digital timing chip on the back of their numbered race bib.

1.9 The Event is a running event and as such no buggies, rollerblades, bicycles etc will be permitted on the course. Manually propelled wheelchairs are welcomed in the Event, however these places are limited and are allocated on a first come first serve basis. Please note that we are able to facilitate places for an accompanying assistant, if required. For health and safety reasons, wheelchair entrants must start at the rear of the field.

If you are a wheelchair user and would like to take part in the Event, please contact [info@royalparkshalf.com](mailto:info@royalparkshalf.com) for availability or further information.

The Event Organisers regret that powered or racing wheelchairs are not permitted.



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### **2 STATUS OF REFUNDS**

2.1 Without prejudice to the Participant's statutory rights or except in exceptional circumstances as determined by the Event Organisers or as permitted by these Terms and Conditions, all Fees are non-refundable.

2.2 Under exceptional circumstances and subject to any additional fees that may be payable in respect of the future event, the Event Organiser may permit a deferral of a race place to a future event in its absolute discretion. Please contact the Event Organiser to discuss if you are eligible for a deferral. If your race place is deferred to a future event, you agree to donate the Fee paid for this year's Event to the Royal Parks Limited (registered charity number: 1172042).

2.3 No refunds will be provided for payments made in relation to the admin fee.

2.4 Participants are permitted to transfer their place in the Event to a friend or family member should they find they are not able to take part themselves. This is at a cost of the admin fee of £5.00 (in addition to any admin fee already payable in relation to the Event) and the transfer must be completed by midnight on Friday 25 August 2023.

### **3 THE EVENT**

3.1 The Event is scheduled to be held on Sunday 8 October 2023, starting and finishing in Hyde Park, London.

3.2 The Event Organisers reserve the right to change the time, date, venue and/or format of the Event and to cancel the Event, in whole or in part, without notice or liability to the Participant.

3.3 The Event Organisers reserve the right to refuse entry to the Event (or to disqualify from the Event) of any registered Participant not wearing their assigned official numbered race bib.



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3.4 The race route has been officially measured by an accredited course measurer.

3.5 The Participant agrees to abide by the rules, instructions and regulations published and displayed from time to time by the Event Organisers or given on the day of the Event by race marshals, officials and police.

3.6 The Event Organisers will provide drink stations on the race route as well as at the finish.

3.7 Running times at the Event can only be recorded by digital timing chip located on the back of the numbered race bib.

3.8 No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the venue or used by any Participant either before or during participation in the Event. The Event Organisers reserve the right to refuse attendance at, or participation in, the Event by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.

3.9 The Participant agrees that the Event Organisers may use without payment, notice or further consent any photographs, videos and other images in which the Participant may appear which are taken at an Event or Event-related occasion by the Event Organiser's employees or suppliers or any participant or other person attending), in connection with the production, advertisement, marketing or promotion of The Royal Parks, the Event and any subsequent Royal Parks Half Marathon events, subject always to the Event Organiser's obligation to comply with Data Protection Laws. The Event Organisers will not, however, identify anyone by name without their agreement. Should a Participant prefer that the Event Organisers do not use any such images in which they may appear which are taken at the Event or any Event-related occasion in any promotional materials or if they do not wish to be the subject of any photography, they should notify the Event Organiser by emailing [info@royalparkshalf.com](mailto:info@royalparkshalf.com).

## **4 EVENT PARTICIPATION – PARTICIPANT'S DECLARATION**

4.1 The Participant agrees to be bound by these Terms and Conditions. If the Participant does not agree to these Terms and Conditions, they may not enter the



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Event. The Event Organisers reserve the right to change the Terms and Conditions from time to time without notice prior to the Event by uploading a new version of the Terms and Conditions on the Website. The Participant therefore agrees to be bound by any such modification to the Terms and Conditions.

4.2 The Participant acknowledges that participation in and training for the Event involves potentially dangerous physical activity and carries with it inherent risks and dangers which cannot be eliminated completely, which, without prejudice to the generality of this clause 4.2, may include accidents, personal injury (ranging from minor discomfort to catastrophic injuries and death) and loss or damage to property due to falls, obstacles, contact with other participants, the acts and/or omissions of other participants, the effects of weather, traffic conditions and the conditions of any road. By completing and submitting the Online Registration Form, the Participant confirms that, to the best of their knowledge, they are healthy and fit to run, they understand and have considered and evaluated the nature, scope and extent of the risks involved (including, without limitation, those risks listed above), and have voluntarily and freely chosen to assume all risks associated with participating in the Event (except where any such personal and bodily injury, including death, is caused by the negligence of the Event Organisers or any of their employees). The Participant further understands that the Event Organisers reserve the right to refuse the Participant's attendance at, and/or participation in, the Event.

4.3 The Event Organisers do not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at, and/or participation in the Event by each Participant. The Participant is advised to obtain such insurance themselves if required.

4.4 The Event Organisers shall take all reasonable steps to assess the safety and suitability of the Event location prior to the Event. The Event Organisers shall also arrange for the availability of an appropriate number of first aid and medical personnel according to the nature of the Event. The Participant hereby authorises such medical personnel (both on-site or on-call) to administer first aid treatment or any medical treatment to the Participant or to transport the Participant in the event of any illness, accident or injury suffered by the Participant in connection with his/her participation in the Event, but shall not be liable for such treatment or transportation by such third party. The Participant shall be responsible for any medical or transport expenses specifically incurred in connection with any illness, accident or injury sustained or occurring in connection with participation in and/or attendance at the Event.



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4.5 Nothing in the Terms and Conditions shall affect any statutory rights to which the Participant may be entitled to.

### **5 LIABILITY**

5.1 Subject to clause 5.4, the Event Organisers shall not be liable for any of the following:

5.1.1 technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer/Internet transmissions or other errors or malfunctions of any kind which may prevent receipt by the Event Organisers of an Online Registration Form;

5.1.2 any delay or failure to successfully register for the Event due to any delay involved with, or an inability to, obtain authorisation for payment of the Fee from the Participant's bank;

5.1.3 damage to, or loss of, the official numbered race bib and the digital timing chip and shall not be responsible in any way for any failure of the technology of their numbered race bib and digital chip on the day of the Event; or

5.1.4 any indirect or consequential losses the Participant suffers as a result of the Event Organisers' breach of these Terms and Conditions. For the avoidance of doubt, the Event Organiser will not be liable to the Participant in contract, tort (including, without limitation, negligence) or otherwise in connection with the Event for loss of revenues, profits, contracts, business or anticipated savings or loss of data); goodwill or reputation; any special or indirect or consequential losses; for any personal injury to or death of the Participant.

5.2 If at any time it is discovered that any Participant should have been ineligible to participate in the Event (or if participation in the Event should have been refused for any reason whatsoever) the Event Organisers reserve the right to disqualify from/refuse entry to such Participant to the Event. Further, the Event Organisers reserve the right to reject at any time any Online Registration Form which is believed to be fraudulent, or to disqualify any Participant believed to have not complied with the Terms and Conditions from attending, or participating in any future Royal Parks events. The Event Organisers shall not be liable in any way to the Participant as a result of any such disqualification or refusal.



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5.3 Subject to clause 5.4, the Event Organiser's liability to the Participant under these Terms and Conditions shall in any event be limited to the refund of the Fee.

5.4 Nothing in the Terms and Conditions shall affect the Event Organiser's liability:

5.4.1 for death or personal injury resulting from the negligence of the Event Organisers or a deliberate act or omission of the Event Organisers, its employees or agents;

5.4.2 for breach of statutory duty;

5.4.3 for fraudulent misrepresentation; or

5.4.4 to the extent that liability cannot be excluded or limited by law.

## **6 DATA PROTECTION**

6.1 Our privacy policy is available at [royalparkshalf.com](http://royalparkshalf.com) and sets out how the Personal Data the Event Organisers collect about a Participant may be used.

6.2 By entering into the Event, each Participant is accepting and consenting to the practices described in the privacy policy set out in Schedule 1.

6.3 The Event Organisers shall comply with all Data Protection Laws in relation to the processing of a Participant's Personal Data pursuant to these Terms and Conditions.

## **7 GENERAL PROVISIONS**



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7.1 These Terms and Conditions shall be subject to the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

7.2 A person who is not a party to the Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.

7.3 The Participant may not assign, transfer or deal in any other manner with these Terms and Conditions or any of its rights under it without the prior written consent of the Event Organisers.

7.4 These Terms and Conditions and the documents referred to herein constitute the entire agreement and understanding between the Parties and supersedes any previous agreement between the Parties relating to the subject matter herein. No other term or condition submitted, proposed or stipulated will apply to these Terms and Conditions. The Participant acknowledges that it has not, in entering into these Terms and Conditions, relied on any statement, representation or assurance that is not expressly set out in these Terms and Conditions or any document referred to herein.

7.5 The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right given to the parties under these Terms and Conditions shall not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other right or power under these Terms and Conditions. A right or a power may only be waived in writing signed by the party to be bound by the waiver.

7.6 Nothing in these Terms and Conditions is intended to nor shall it create any partnership, joint venture or relationship of employment between the Event Organisers and the Participant.

7.7 If any provision of these Terms and Conditions is invalid or unenforceable in any jurisdiction it will, if required, be deleted (for the purposes of that jurisdiction) without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction provided that such deletion does not defeat the purpose of these Terms and Conditions.



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**Schedule 1**

Privacy Policy

Please refer to the privacy policy on our website at  
<https://www.royalparkshalf.com/privacy-policy>