

Terms and Conditions

General Conditions of Entry to Great Run Events (© Nova International Ltd)

In these Conditions the following definitions shall apply:

"Agreement" - the agreement between you and Nova International Limited comprised of the Event Conditions and these Conditions of Entry;

"Event" - the event organised by Nova International Limited;

"Event Conditions" - the terms and conditions, in addition to these Conditions of Entry, provided to you by Nova International Limited in respect of the Event;

"Event Date" - the date of the Event, as specified in the Event Conditions;

"Fee" - the fee payable by you to Nova International Limited in consideration of your participation in the Event, as specified in the Event Conditions;

"we", "Great Run" - means Nova International Limited trading as Great Run;

"you" - means you the Event participant.

Nova International Limited is a company registered in England and Wales (company number 3300783). Great Run is a trading name of Nova International Limited. Nova International Ltd is the merchant selling entries in the Event.

1. ENTRY

1.1 By submitting your application and paying your Fee you are agreeing to enter the Event and also agree to abide by these Conditions of Entry, the Event Conditions and any instructions given to you by the organisers and officials of the Event.

1.2 Included in your run pack will be an electronic chip to record your time, this should be used in accordance with the instructions in the information pack.

1.3 Participants in the Run are subject to the competition rules as dictated by the governing body. If there is any conflict between the competition rules and the Agreement, the Agreement shall apply to the extent of the conflict.

2. CHANGE OF ADDRESS

2.1 If your address details change after you have submitted your application, you can login to your profile on www.greatrun.org and change your postal address. Approximately 6 weeks before the Event your run pack will be sent to the address held at that point. If you have any queries regarding this please email details of your old and new addresses and date of birth to info@greatrun.org. or write to Nova International Limited, P.O Box 1RY, Newcastle Upon Tyne, NE99 1RY.

2.2 We take no responsibility for items lost or misplaced in the post or, if you fail to comply with condition 2.1, for items despatched to the wrong address.

3. EVENT SAFETY

3.1 At all times during the Event you must adhere to all instructions given by the Event officials.

3.2 It is your responsibility to ensure that you have the correct equipment, footwear and clothing for the Event, taking the weather conditions into account.

3.3 You are not permitted to be accompanied by your pets or other animals when participating in the Event.

3.4 Your participation in the Event is personal to you, you are strictly prohibited from swapping, selling or transferring your place in the Event or allowing any other person to wear your Event number and participate in your place. If you are found to be in breach of this Condition 3.4 we reserve the right to exclude you from participation in future Events.

3.5 All Great Run participants must display a valid running number at all times. Unregistered participants are not permitted into the start or finish area and will be removed from the course by security. Check points will be located at entry points to the start area and on the route. Resources of the event organisers, including medical and safety services, along with event supplies for drink stations and finishers packs, are reserved solely for registered entrants. Any unregistered runner intending to participate should seriously reconsider as they pose a serious safety risk. Any unregistered participants should be reported to the nearest official.

3.6 You are not permitted to use the following items in the Event:-

3.6.1 roller skates;

3.6.2 wheel barrows;

3.6.3 electric or motorised wheelchairs

3.6.4 cycles; or

3.6.5 any other item that could potentially inhibit the flow or safety of other participants or which we, in our reasonable opinion, deem may cause danger or risk of danger to you or other participants.

3.7 You will only be permitted to wear fancy dress costumes for certain Events as expressly stated in the Event Specific Conditions, and in any event we reserve the right to prevent you from participating in the Event if we determine in our sole discretion that the fancy dress outfit may cause danger or risk of danger to you or other participants.

3.8 You warrant to Nova International Limited that you are, and will be on the Event Date, sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement. If you are in any doubt we recommend that you seek medical advice.

4. EVENT EJECTION

4.1 We reserve the right to refuse entry to the Event or ask you to cease participation if:-

4.1.1 you fail to follow instructions given by Event officials;

4.1.2 you attempt to participate in the Event in a manner that we, acting reasonably, believe:-

(a) may cause injury to you;

(b) may cause injury to another participant;

(c) may damage or harm the environment;

(d) is likely to cause offence; or

(e) otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in Condition 3 above (Event Safety);

4.1.3 in our opinion you are unfit to participate in the Event due to:-

(a) the consumption of alcohol;

(b) the use of drugs;

(c) an injury or illness; or

4.1.4 you fail to arrive at the start location at the specified time; or

4.1.5 you are unable to make sufficient progress in the Event to allow you to complete the event in line with timelines set by Event officials, as identified by the last support vehicle

4.1.6 you take part in any ambush marketing activity

5. CANCELLATION BY YOU

5.1 You should inform Nova International Limited immediately, in writing to info@greatrun.org if you incur an injury or develop a medical condition which prevents you from participating in the Event and need to withdraw. Refunds will be accepted (as a result of injury or medical condition) at least six weeks (ten weeks for a half/full marathon event) prior to the event otherwise we will be unable to stop your run pack being sent. After this time no refund will be offered. Refunds will not be possible for any other eventuality.

Entries are non-transferable either to a different participant or to subsequent Great Run events in future years.

5.2 We reserve the right to retain £5.00 (€5.00) from any refund given in accordance with condition

5.1 as a contribution to administration costs.

6. CANCELLATION BY NOVA INTERNATIONAL LIMITED

6.1 We may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, war, civil or political unrest, terrorism or inclement weather conditions.

6.2 In such circumstances:-

6.2.1 we will endeavour to stage the Event at a later date either at the same venue or at an alternative venue. Any changes to the Event will be communicated to you at the Event or sooner if practicable;

6.2.2 you will have the right to take part in the re-staged Event; and

6.2.3 if you are unable to take part in the re-staged Event you will receive a refund of the fees.

6.3 Nova International Limited reserves the right to cancel the Event if one month before the Event Date we have not, in our sole discretion, received sufficient number of applications to ensure that there are enough participants to make the Event economically viable.

6.4 In the event of cancellation of the Event we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs, including your travel to the Event location.

6.5 If in the following circumstances:-

6.5.1 we cancel the Event if circumstances beyond our reasonable control arise, or

6.5.2 we cancel the Event in accordance with Condition 6.2,

Nova International Limited reserves the right to retain £5.00 (€5.00) from the refund of the Fee as a contribution to administration costs.

7. DATA PROTECTION

7.1 You agree that your Personal Information can be stored, used by Nova International Limited and our Event partners in connection with the organisation, staging and administration of the Event.

7.2 You agree that your Personal Information may be anonymised and the anonymised data may be used by Nova International Limited and our Event partners in connection with the compilation of statistical information and to improve health and safety procedures at future events.

7.3 You agree that your name, image and contact details can be used by Nova International Limited and our Event partners for the purposes of:-

7.3.1 the promotion and marketing of the Event;

7.3.2 adding you to a mailing list to keep you informed about any future events and services which we believe you might be interested in, such as leisure activities relating to either similar types of events or activities;

7.3.3 promotional and marketing material in respect of similar events, other community based activities organised by our Event Partners, (together the "Marketing Information"). If you object to such, please see Condition 7.5.

7.4 We shall take all necessary steps to ensure that Personal Information or Marketing Information pertaining or relating to you which comes into the possession or control of Nova International Limited or our Event partners shall not be:-

7.4.1 used or reproduced in whole or in part in any form except for the purposes outlined in these Conditions;

7.4.2 disclosed to any person not authorised by you to receive it; or

7.4.3 altered, deleted, added to or otherwise interfered with (except where expressly permitted by these Conditions).

7.5 If you would not like Nova International Limited or our Event partners to use the Marketing Information or Personal Information other than for purposes related solely to your participation in the Event, please e-mail Nova International Limited at info@greatrun.org You may also withdraw your consent by ticking the appropriate box on your application form.

7.6 By agreeing to the terms and conditions you will receive a number of information emails which will include training information and latest updates on the Event itself.

7.7 By agreeing to the terms and conditions you warrant that you will not take part in any ambush marketing activity in respect of the Event.

8. CHANGES TO THE EVENT

8.1 We reserve the right to reduce the course distance, change the course, or make any other amendment to the Event that we deem necessary to stage the Event. Any change to the Event will be communicated to you at the Event or sooner if practicable.

8.2 Should the course distance be reduced as per clause 8.1 above for the avoidance of doubt you agree that the Event is still deemed to be staged and that we will not be liable to you for any refund.

9. USE OF IMAGE

9.1 The Event may be televised and photographs may be taken which capture your participation in the Event. You agree to the publication of photographs and broadcasts of your image which accurately depict your participation in the Event.

9.2 Whilst we will make reasonable endeavours to capture a photograph of every event participant which will then be offered to each participant for purchase we do not offer a guarantee that images will be captured.

10. FINISHERS PACK

You will only receive a finishers pack if you complete the Event. No finishers packs will be provided to spectators or participants who do not complete the Event. Great Run reserves the right to change the style, size and type of mementos offered in the finishers pack.

11. TAKING PART FOR A CHARITY

11.1 Your entry to the Event will be acknowledged via a confirmation email. If you are taking part to raise money for a charity you should not enter into any sponsorship raising until you receive this email.

11.2 By accepting a charity place for the Event or by choosing to raise money for a charity during the entry process you consent to Nova International Limited making your contact details available to the charity concerned.

12. MEDICAL CONDITIONS

12.1 It is strongly recommended that you train for the Event and prepare for the challenge. If you have not exercised before or for some time, you should consult your doctor before commencing your training for the Event.

12.2 You must complete all the required medical information fields on the back of your race number prior to participating in the Event. Medical information will only be used to allow medical assistance to be given on the Event date.

13. LIABILITY

13.1 In no event shall we be liable to you, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:

13.1.1 loss or damage;

13.1.2 loss of profit;

13.1.3 loss of reputation;

13.1.4 loss of business, revenue or goodwill;

13.1.5 loss of anticipated savings;

13.1.6 pledges made on your behalf or by you to charity; or

13.1.7 consequential or indirect loss, 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.

13.2 Nothing in this Agreement shall affect our liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

13.3 We shall procure and maintain appropriate third party liability insurance for the Event for our own benefit. You:

(a) acknowledge that you are not entitled to benefit under such insurance where any claim is made against you by a third party for death, personal injury or damage to property arising out of or in connection with your negligent actions or omissions whilst participating in the Event; and

(b) shall indemnify us and keep us indemnified against any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with your negligent actions or omissions whilst participating in the Event.

14. REFUND POLICY

14.1 Once we have confirmed your participation in the Event we will not provide any refund if you choose to cancel the Agreement other than in accordance with Condition 5.

15. GENERAL

15.1 If there is a conflict or inconsistency between any provision contained in the body of these Conditions of Entry and any provision contained in the Event Specific Conditions, except where provided to the contrary in the latter, the Event Specific Conditions prevail to the extent of the conflict or inconsistency.

15.2 The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

15.3 If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

15.4 The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

15.5 Nothing in the Agreement shall have the effect of holding the Partners out as being a partnership, joint venture, principal or agent of each other or of Nova International Limited. Terms & Conditions of Use (iTaB)

These T&Cs govern your purchase of the iTaB product. There are separate T&Cs relating to your Great Run event entry.

Nova International Limited (NIL) has appointed My Sporting Times (MST) as the official iTaB partner to sell and supply iTaB medal inserts to participants at Great Run Company events. NIL is the merchant of record and will collect payment for iTaB orders placed through the Great Run website (<https://entry.enteronline.org>). By purchasing the iTaB product you agree to NIL passing your name, address and finish time to MST in order that they can fulfil your purchase. Furthermore you agree to be bound by MST's iTaB Terms & Conditions of Use (T&Cs) as stated below. A participant purchasing an iTaB product who subsequently does not participate in the event will not be entitled to a refund.

Please direct any queries about the iTaB product and/or its distribution to service@mysportingtimes.com. NIL is not responsible for the production or distribution of the product.

iTaB Terms & Conditions of Use (T&Cs)

1. General

These T&Cs govern the general use of the iTaB medal insert and ribbon attachment medal personalisation products; by electing to purchase the iTaB medal personalisation option you agree to be bound by the T&Cs detailed below. My Sporting Times (MST) reserve the right to change the T&Cs without notice and your continued use of the product (or any part thereof) following such change will be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the T&Cs have been changed.

2. Personal Information

MST will treat all Personal Information as confidential and will only use the information we collect about you lawfully (in accordance with the Data Protection Act 1998). By electing to purchase the iTaB medal personalisation option you consent to the collection and use of this information by us and any 3rd Party vendor of the iTaB medal personalisation service.

You warrant that:

The Personal Information which you provide is true, accurate, current and complete in all respects;

you will notify us immediately of any changes to the Personal Information by email at service@mysportingtimes.com;

you agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

You should be aware that if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Information and /or User Information, we are entitled do so.

3. Liability

MST shall not be liable for incidental or consequential damages or expenses implied or otherwise when using the iTaB medal insert and ribbon attachment medal personalisation products. This includes, but is not limited to, personal injury, damage to property, lost income or profits, economic or commercial losses and third party claims.

This warranty and our terms do not affect your statutory rights.

4. Third Parties

MST shall not be held responsible for validating, and do not warrant the offerings of, any third party companies or individuals or the content of their respective websites and shall not be held responsible for the accuracy of the information presented. It is your responsibility to review their respective Terms and Conditions of use and MST shall not be liable for

incidental or consequential damages or expenses implied or otherwise when using third party websites.

5. Orders

If you elect to purchase the iTaB medal personalisation option through a third party vendor MST will treat that action as an offer to buy and at this time we enter into a contract with you. Completion of this contract will take place when we despatch the ordered iTaB medal personalisation product to you, unless we have notified you that we do not accept your order.

6. Shipping of Goods

MST will deliver all orders, where possible, via Royal Mail or selected couriers. We will always endeavour to despatch orders as quickly as possible but we accept no liability to you for any delay in the delivery of products ordered.

7. Complaints

In the event that you have any cause for complaint with regard to the iTaB medal personalisation products or services please email us at service@mysportingtimes.com or write to us at My Sporting Times Limited, The Studio, Butlers Lands Farm, Mortimer, Reading, RG7 2AG.

If you have any questions in respect of these Terms and Conditions, please contact info@mysportingtimes.com.

If you do not agree to be bound by these terms and conditions, please do not elect to purchase the iTaB medal personalisation products or services.

Simplyhealth Great East Run 2018 Event Specific Conditions

1. ENTRY POLICY

1.1 By submitting your application and paying your Fee you are agreeing to enter the Event and also agree to abide by the General Conditions of Entry, these Event Specific Conditions and any instructions given to you by the organisers and officials of the Event.

1.2 To participate in the Event, you must be at least 17 years of age on Sunday 16 September 2018.

1.3 Your entry is individual to you and you may not transfer your entry to a different participant or to a different Great Run event.

2. FEES

2.1 The Fees for UK entry into the Event are £26.67 per entry + £5.33 VAT = Total price to pay £32.00.

Applications will be accepted up to the entry limit of 2500. Entries will be rejected after the closing date of 3 September 2018, or earlier should the entry limit be reached before this date.

2.2 All Fees are inclusive of VAT.

2.3 If your entry is accepted the Fee is non-refundable other than as otherwise stated in the Agreement.

3. VISUALLY IMPAIRED / MEDICALLY ASSISTED RUNNERS

Entries from blind or visually impaired runners are welcome, however all such participants must be accompanied by a supporting runner. It is strongly advised that the blind runner and his /her guide should be appropriately identified, and must be linked together. A limited

number of assisted start places ahead of the main race (with the elite wheelchair race) may be available, and will be at the discretion of the Race Director. All such entrants must contact Nova International Limited prior to entering by email at info@greatrun.org and we will be able to advise you on your participation.

4 LOST OR MISSING EVENT NUMBERS

4.1 if you have not received your information pack one week before the Event Date you should e-mail us at the following address info@greatrun.org.

4.2 All enquiries relating to the non-arrival of run packs or lost run packs that we are unable to resolve prior to the Event Date will be handled at the Event. We will not be able to consider an enquiry unless you are able to provide appropriate photographic ID.

5. RACE WITHDRAWAL PROCEDURE

If you feel unwell, or are injured it's important to withdraw from the Great North Run. Many of the serious medical problems occur in people who have been slightly unwell, but do not wish to miss the Great North Run or don't want to feel they have left down their friends or sponsoring charity. You'll be able to withdraw your place for a year if you follow our race withdrawal procedure:

5.1 If you subsequently decide not to participate in the Event prior to the Event Date we may, at our discretion, permit you to withdraw your entry in the Event until the next similar event (a "Race Withdrawal"). A Race Withdrawal place constitutes a guaranteed priority unpaid entry.

5.2 All requests for a Race Withdrawal are final. Once your Race Withdrawal is accepted you cannot be re-instated to the Event.

5.3 All requests for a Race Withdrawal must be made prior to the Event. No requests for a Race Withdrawal will be considered retrospectively.

5.4 If your entry was procured via one of the guaranteed Charity partners, the withdrawn place will be offered back to the charity for the next year's event.

5.5 To request a Race Withdrawal you should contact us by post prior to the Event Date. We will only consider requests for a Race Withdrawal if they are postmarked before the Event Date. In your request for a Race Withdrawal you must clearly state your name, address, date of birth and the confirmation must be signed by you. You must also return your timing chip. If your request for a Race Withdrawal is made after receiving your entry pack, your allocated race number should be returned in the pre-paid timing chip envelope provided within your entry pack.

5.6 If we accept your request for a Race Withdrawal we will contact you by email prior to opening the application process for the next Event. You will have a period of 28 days from being contacted by us to confirm your place and pay the entry fee. If you do not confirm your place within this time period your right to a deferment is forfeited along with any fees you may have paid and we shall have no further liability towards you.

6. WHEELCHAIRS

Elite Wheelchairs

6.1 A limited number of places for the elite wheelchair race will be allocated at the front of the race and will be at the discretion of Elite athlete manager. The elite wheelchair race will be staged under IPC rules and all self propelled elite wheelchair participants must conform to the BSAD minimal classification race system. Entries from hand cycles are NOT permitted within the elite race.

Assisted Wheelchairs

6.2 Entries from assisted wheelchair competitors are welcome, and both the wheelchair participant and the accompanying runner must be entered and accepted into the event. Run numbers will be allocated according to predicted race time and participants are advised to assemble according to the colour of their race number at the rear of the field.

