

GENERAL CONDITIONS OF ENTRY

General Conditions of Entry

In these conditions the following definitions shall apply:

- **"Agreement"** – the agreement between you and LMEL comprised of the Event Conditions and these Conditions of Entry;
- **"DPA"** – the Data Protection Act 2018;
- **"Event"** – the 2021 Vitality London 10,000 organised by LMEL;
- **"Event Conditions"** – the terms and conditions, in addition to these Conditions of Entry, provided to you by LMEL in respect of the Event from time to time;
- **"Event Date"** – the announced date of the Event;
- **"Event Details"** – the name, image, and event time of each participant
- **"Fee"** – the fee payable by you (or the charity from whom you obtained the entry) to LMEL in consideration of your participation in the Event, as specified in the Event Conditions;
- **"Force Majeure Event"** – means any circumstance not within a party's reasonable control including: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, 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 or public authority, including imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; (g) solely where LMEL is seeking to rely on clause 5, non-performance by suppliers or subcontractors to LMEL or a death of a member of the Royal family; (h) athlete boycott; and (i) interruption or failure of utility service but excluding any labour or trade dispute, strikes, industrial action or lockouts;
- **"LMEL"** – means LMEL incorporated and registered in England and Wales with number 01528489 whose registered office is at 190 Great Dover Street, London SE1 4YB;
- **"Officials"** – any event officials as appointed by LMEL from time to time;
- **"Partners"** – any sponsor, suppliers, licensees or partners of the event from time to time;
- **"Personal Data"** – shall have the meaning given to it in the DPA;
- **"Privacy Policy"** – LMEL's privacy policy which can be found [here](#);
- **"Rules"** – the laws, rules, and regulations of British Athletics and any other relevant governing body including but not limited to the International Athletics Association;
- **"you" "your"** – 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;

1. ENTRY

- 1.1. By submitting your application you are agreeing to enter into the Event, pay the Fee to LMEL, participate in the Event on the Event Date, abide by the Rules and also to abide by these Conditions of Entry, the Event Conditions and any instructions given to you by the LMEL and/or officials of the Event.
- 1.2. Where you are provided with an electronic chip by LMEL to record your time, this should be used in accordance with the instructions. You agree to return the electronic chip at

designated points located near to the finish line of the Event or within 30 days by post to London Marathon Events Limited, 190 Great Dover Street, London SE1 4YB. If you fail to return the electronic chip, LMEL will be entitled to charge you for the replacement cost of the chip.

- 1.3. Participants in the Event are subject to the Rules. If you are an entrant using a wheelchair you will also be subject to the rules of the World Para Athletics. If there is any conflict between these Rules and the Agreement, the Agreement shall apply to the extent of the conflict.

2. EVENT SAFETY

- 2.1. At all times during the Event you must adhere to all instructions given by the LMEL.

- 2.2. Participation in the Event is personal to you; you are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event or allowing any other person to wear the Event number. Any breach of this Condition shall render the entry void. If you are found to be in breach of this Condition, LMEL reserve the right to exclude you from participation in future Events.

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

- 2.3.1.any wheeled device (subject to Condition 2.5);

- 2.3.2.any artificial aid;

- 2.3.3.any pets or animals; or

- 2.3.4.any other item that could potentially inhibit the flow or safety of other participants or which LMEL, in its reasonable opinion, deem may cause danger or risk of danger to you or other participants.

- 2.4. You warrant to us that you 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.

- 2.5. If you are entered into the wheelchair section of the Event, you are only permitted to use a self-propelled wheelchair without gears or any mechanical, powered or electronic aid or device. If in the elite wheelchair section of the Event you will only use a racing wheelchair approved by LMEL.

3. EVENT EJECTION

- 3.1. LMEL reserves the right to refuse entry to the Event or to ask you to cease participation if:

- 3.1.1.you fail to follow instructions given by Event officials;

- 3.1.2.you attempt to participate in the Event in a manner that LMEL, acting reasonably, believe:

- 3.1.2.1. may cause injury to you or another participant;
- 3.1.2.2. may damage or harm the environment;
- 3.1.2.3. in LMEL's opinion is likely to cause offence; or
- 3.1.2.4. 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 2;

3.1.3. in LMEL's opinion, you are unfit to participate in the Event due to:

- 3.1.3.1. the consumption or use of alcohol or drugs;
- 3.1.3.2. an injury or illness; or

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

3.2. If, in accordance with Condition 3.1, you are refused entry to the Event or LMEL asks you to cease participation in the Event, you must remove your runner's identification number and electronic chip and return them to an Event official.

4. CANCELLATION BY YOU

4.1. You should inform LMEL immediately in the prescribed manner if you need to withdraw for any reason. If you do so, the Fee will not be refunded. If you have obtained a place from a charity, then the place will revert to the charity.

5. CANCELLATION BY US

5.1. LMEL is under no obligation to hold the Event and may cancel the Event for any reason.

5.2. LMEL may also cancel your entry if you have obtained it through a third party (such as a club, sponsor or charity) and:

5.2.1. the third party is no longer entitled to that entry; or

5.2.2. the third party informs us that they no longer wish for you to have that entry.

5.3. In such circumstances LMEL will, if practicable, provide written notice of cancellation to the address LMEL hold 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.

5.4. Should LMEL cancel the event for any reason, LMEL shall refund the Fee to you unless you choose another option offered by LMEL (including but not limited to deferment).

5.5. LMEL shall be entitled to cancel the Event or amend the format and/or the Event Date due to a Force Majeure Event.

5.6. In the event of cancellation of the Event for any reason, and should LMEL opt to provide you with a refund, LMEL shall only be obliged to refund the Fee to you. If your entry is a charity entry and you have purchased an advertising package from LMEL with this entry, then LMEL shall only refund you for undelivered advertising on a pro rata basis (determinable in LMEL's sole discretion).

6. DATA PROTECTION

6.1. Please read the privacy policy [here](#) carefully to understand LMEL's views and practices regarding your Personal Data and how it will treat it. By entering you are accepting and consenting to the practices described in the [Privacy Policy](#).

6.2. You agree that any audio, visual, or audio-visual recordings that you make of the Event or any part of it are for personal use only and cannot be used for any commercial purpose.

7. CHANGES TO THE EVENT

7.1. LMEL reserves the right to change the course, or make any amendment to the Event that LMEL deem necessary to stage the Event. Any change to the Event will be communicated to you at the Event or sooner if practicable.

7.2. For the avoidance of doubt, should the course distance be reduced in accordance with Condition 7.1, you agree that the Event is still deemed to be staged and that LMEL will not be liable to you for any refund.

8. USE OF IMAGE

8.1. The Event may be televised, filmed and/or otherwise recorded and photographs may be taken all of which may capture your participation in the Event. You agree to the publication of such photographs, filming, recording and broadcasts and their use by us and those authorised by us in any way which LMEL may see fit now or in the future including but not limited to film, broadcast, radio, TV, publications and publicity.

8.2. Any audio, visual, or audio-visual recordings that you make of the Event or any part of it are for personal use only and cannot be used for any commercial purpose.

9. LIABILITY

9.1. 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:

9.1.1.loss or damage;

9.1.2.loss of profit;

9.1.3.loss of reputation;

9.1.4.loss of business, revenue or goodwill;

9.1.5.loss of anticipated savings;

9.1.6.pledges made on your behalf or by you to charity; or

9.1.7.consequential or indirect loss, regardless of whether the loss or damage:

9.1.7.1. would arise in the ordinary course of events;

9.1.7.2. is reasonably foreseeable; or

9.1.7.3. is in the contemplation of the parties, or otherwise.

9.2. 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.

10. GENERAL

10.1. 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 Conditions, except where provided to the contrary in the latter, the Event Conditions prevail to the extent of the conflict or inconsistency.

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

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

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

10.5. Any breach of this Agreement shall render your entry void. If you are found to be in breach of this Agreement we reserve the right to exclude you from participation in future Events.