

Eden Project Marathon, Half Marathon & Fun Run

Terms & Conditions for Event Participation

Conditions means these terms and conditions of entry for the Event.

"Entry Form" means the on-line entry form which must be submitted in order to participate in the Event.

Event means the Eden Project Marathon, Eden Project Half-Marathon and Eden Project Fun Run all being held on Sunday 9th October 2011.

"Event Organisers" means the Eden Project, owned by the Eden Trust, a registered charity in England & Wales, Marathon-Photos.com and St Austell Running club.

"Fee" means the price of entry into the Event as set out in the Entry Form Application.

Participant means the person named on the Entry Form who will be participating in the Event.

1. Acceptance of Conditions

These Conditions shall apply in place of and prevail over any terms or conditions (whether or not in conflict or inconsistent with these Conditions) contained or referred to in any documentation submitted by the Participant or in correspondence or elsewhere or implied by trade custom, practice or course of dealing. A variation of these Conditions is only valid if the Event Organisers gives notice to the Participant in writing in any official Event material or correspondence prior to the Event (including via email). The Participant shall be deemed to have accepted these Conditions upon submission of the Entry Form.

2. Participation

2.1 The Participant acknowledges that participation in the Event is physically strenuous and demanding and the Participant is aware of the nature of the Event and the associated medical and physical risks involved.

2.2 The Participant agrees that he/she is physically capable of competing in the Event and agrees to be solely responsible for his/her actions and that the Event Organisers, its officers, employees, agents, affiliates, associated companies, sponsors or medical advisers are not responsible for any injury or illness that the Participant may suffer as a result of his/her participation in the Event. The Participant accepts that should any medical or physical condition arise prior to the Event which is likely to affect his/her ability to compete, the Participant will withdraw in accordance with these Conditions.

2.3 The Event Organisers may introduce cut off times as they see fit as part of the Event rules, with limits on the time taken to complete sections of the Event (as initiated by the Event Organisers at its discretion) to ensure the safe and proper running of the Event. Subsequently, competitors may be instructed to withdraw from the race in accordance with imposed cut off times.

2.4 The Event Organisers reserve the right at any time to remove Participants from the Event or prevent Participants participating in the Event if in the Event Organisers 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 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.

2.5 At registration, the Participant must produce the confirmation of entry to the Event provided by the Event Organisers. No entries will be accepted on the race day.

2.6 While the Event Organisers take every care with the staging of the Event, the Participant acknowledges that personal accident and personal items insurance is his or her sole responsibility.

2.7 The minimum age of entry is 18 years old on or before the Marathon and 17 years old on or before the Half Marathon Event start date. All entries for the Fun Run under the age of 18 must have the agreement of their Parent or Guardian.

2.8 All decisions and rulings by the Event Organisers, its employees and its agents are considered final. Accordingly, the Participant will comply with all Event rules and all instructions and guidelines given by stewards, marshals, and safety personnel. The Participant acknowledges and agrees that the Event Organisers 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.

2.9 These Conditions are personal to the Participant and it may not assign any of its rights or obligations under this Agreement without the prior written consent of the Event Organisers. The Participant represents and warrants that the Entry is purchased for personal use only, that it cannot be donated free of charge or otherwise given away for free, and that it is not purchased as part of any form of business or commercial activity (save as expressly authorised by the Event Organisers), and in particular, that the Entry may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotion use as a prize (including in competitions and sweepstakes), travel packages, or for any other trade purposes. Donation, give away, resale or attempted resale is grounds for seizure or cancellation without refund or other compensation.

2.10 The Participant acknowledges and accepts that circumstances concerning an Event may change from time to time for reasons out of the Event Organisers reasonable control or otherwise, without the Event Organisers incurring any liability and without any rights to withdrawal being accrued by the Participant other than set out in clause 4 below. By way of example, and for illustration purposes only, issues regarding travel or hotel accommodation, may arise/change but such changes/issues will not allow the Participant to withdraw and nor will the Event Organisers be deemed liable.

3. Bookings and Payments

3.1 In consideration for being granted the right to participate, the Participant must pay the Fee at time of booking.

3.2 The Participant shall complete the Entry Form online and submit it together with electronic payment of the Fee online.

3.3 The Participant shall not be eligible or entitled to participate in the Event until full payment of the Fee has been received by the Event Organisers. No payment shall be deemed to have been received until the Event Organisers has received cleared funds and an acknowledgement and confirmation is sent by the Event Organisers.

4. Withdrawal, Cancellations or Alterations

4.1 The Event Organisers operate a 14 day cooling off period. Accordingly, the Participant is entitled to cancel his/her application to participate provided the Event Organisers receives written notice of cancellation within 14 days of payment of the Fee. During this 14 day period the Participant is able to cancel their entry and receive a full refund of the Fee by emailing edenbookings@edenproject.com or writing to the Event Organisers, Eden Project Marathon, Foundation Building, Bodelva, Cornwall PL24 2SG. The notice must be received by the end of the 14 day cooling off period. No refunds will be allowed after this time.

4.2 The Event Organisers reserves the right to change the date of the Event. In the event of such change of date of the Event, and the Participant is unable to attend on the revised date, he/she has two weeks to inform the Event Organisers in writing from when the change in date is announced to receive a refund of their Entry Fee.

4.3 The Participant acknowledges that participant places are limited and payment of the Fee and reservation of the place has an affect on logistics and the subscription for the Event . Accordingly, subject to clauses 4.1 and 4.2 above, the Participant may only withdraw from the Event at any time, subject to the following:

4.3.1 If the Participant fails to register for the Race he/she will receive no refund.

4.3.2 If the Participant withdraws from the race we will not offer a deferral to any other event.

4.3.3 If the Participant withdraws from the event he/she may not transfer their place to another person.

4.4 No Participant shall be entitled to change the race category they applied for.

4.5 Notice of withdrawal from the Event must be communicated by writing to the Event Organisers, Eden Project Marathon, Foundation Building, Bodelva, Cornwall PL24 2SG or emailing: marathon@edenproject.com. Withdrawals WILL NOT be accepted by telephone

4.6 Should places in any category for the Event be oversubscribed, the Event Organisers reserves the right to either offer the Participant a place in a suitable alternative Event or withdraw the offer of a place.

4.7 If the Event Organisers withdraws the offer of a place to the Participant in the Event for any reason at any time it will provide the Participant with a full refund of the Fee, with no further liability whatsoever arising from such withdrawal. Notwithstanding this clause

4.8 The Event Organisers reserve the right to amend the Event format or cancel the Event due to circumstances beyond its reasonable control. In the

event of the Event being cancelled it shall provide the Participant with a full refund with no further liability whatsoever arising from such cancellation, if the event is changed to another format the Participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format

5 Event Organisers Responsibilities/Liability

5.1 Notwithstanding anything in these Conditions the Event Organisers shall not be liable to the Participant for any liability in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, anticipated savings or wasted expenditure, loss or damage of or to personal equipment belonging to the Participant or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of submitting the Entry Form) arising out of the Participant taking part in the Event or any other matter arising under these Conditions nor for an aggregate amount greater than the Fee paid by the Participant. Without limiting the foregoing, the Event Organisers will not be liable for any actions of any spectators or other third parties unless otherwise set out herein.

5.2 Accordingly the Participant hereby expressly and irrevocably renounces, for him/herself, heirs and successors in title the right to any recourse or claims whatsoever against the Event Organisers, its officers, employees, suppliers and/or sponsors and/or persons for whom it is answerable (Associated Parties) as a result of any kind of physical, mental or other loss or damage of whatsoever nature (including any loss of earnings, profits, or pain and suffering) suffered by the Participant, directly or indirectly, or by his/her family or by any dependents and caused by an event in any way relating to the Participant's participation in Event, and the Participant hereby undertakes, for him/herself, heirs and successors in title to indemnify and hold harmless the Event Organisers, and the Associated Parties for any costs and/or amount which they or any of them may be required to pay as a result of any recourse or claim aforesaid by whomsoever made. The Participant also agrees to indemnify the Event Organisers and the Associated Parties for any claim, actions, liabilities or losses resulting from any breach of the Participant's declarations above and/or the Participant's negligent acts or omissions and/or willful misconduct.

5.3 Nothing in these Conditions shall exclude or limit the liability of the Event Organisers:

5.3.1 for death or personal injury caused by the Event Organisers negligence;

5.3.2 for fraud or fraudulent misrepresentation; or

5.3.3 for any matter which it would be illegal for the Event Organisers to exclude or attempt to exclude liability.

5.4 This clause 5 shall be read and construed and shall have effect subject to any limitation imposed by any applicable law.

6. Publicity and Results

6.1 The Participant irrevocably consents to:

6.1.1 his/her appearance in the Event being filmed, recorded, incorporated and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature by all means and in all media and formats now or invented after the date of these Conditions; and

6.1.2 the use and reproduction of the Participant's name, likeness, appearance and photographs, films and recordings by all means and in all media for the purpose of advertising, publicity and otherwise in relation to the exploitation of the Event (and future events) and/or the promotion of the Event (and future events) and the commercial rights relating to the Event (and future events) provided that such use does not imply direct endorsement by the Participant of any official sponsor or supplier of the Event.

6.2 Any film, photographs (by camera or mobile phone), or any other recording of moving or still picture, and all intellectual property in connection therewith (including but not limited to copyright) shall remain the property of the Event Organisers, and where such intellectual property does not automatically vest in the Event Organisers, these Conditions shall constitute a legally binding assignment thereof and/or the Participant shall sign all reasonable documentation required to give effect thereto. Accordingly any such recording shall not be used other than for private use without the Event Organisers prior written consent.

6.3 The Event Organisers 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.

7. General

7.1 These Conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The Participant acknowledges and agrees that in submitting the Entry Form (and the documents referred to in it) it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to these Conditions or not) other than as expressly set out in these Conditions.

7.2 Nothing in these Conditions shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

7.3 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

7.4 To the extent permitted by law all provisions of these Conditions shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision with the remaining provisions if necessary, being so amended as shall be necessary to give effect to the spirit of these Conditions so far as possible.

7.5 These Conditions shall be interpreted in accordance with the laws of England and Wales and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English Courts.

8. Data Protection

8.1 The information provided by the Participant on the Entry Form will be used solely for the purpose of race results, publicity and promotion and identification for health and safety reasons. The information will only be available to Event Organisers and will not be passed to any other person or agency, unless required to do so by law.

8.2 The Eden Project takes your privacy seriously and will ensure your personal information is processed in accordance with Data Protection legislation. If you have any questions or concerns regarding your personal information, please contact infomanager@edenproject.com