

# THE JENSON BUTTON TRUST TRIATHLON



## TERMS AND CONDITIONS

### Entering the Event

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, race 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.

I am aware of the physically strenuous nature of this event, 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.

By submitting an application online and paying a fee for entry into this event I understand and agree to abide by the terms and conditions, the instructions given by the organiser and race officials.

I 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.

### Withdrawal Policy

Organising a triathlon, duathlon or other sporting event requires a considerable amount of forward planning, time, risk and expense. Costs are incurred from the moment we create a "live" event. These include administrative, insurance, advertising, marketing, equipment, website and staff costs. As an event draws nearer, we continue to incur costs, many in relation to the number of entrants in the event.

If you wish to withdraw from the Jenson Button Triathlon 2017, for any reason, you must notify us **in writing** by email or post. Race entries are NOT transferable to any other person or any other event as any changes to the entry database requires considerable time and cost in administration. Any participant found to be competing with someone else's number will be disqualified from the event. Refunds are available as follows:

- Written notification received 8 weeks or more before the event = 50% refund
- Written notification received between 4 and 8 weeks before the event = 20% refund
- Written notification received less than 4 weeks before the event = no refund

All refunds will be issued AFTER the event has taken place.

Please email your notification to withdraw to [info@jensonbuttontri.com](mailto:info@jensonbuttontri.com) or write to HUUB Events Ltd, 34 Full Street, Derby, DE1 3AF.

### Race Equipment

Triathlons/Duathlons: I understand that it is my responsibility to provide and use a roadworthy bicycle, helmet, or other safety requirements to ensure compliance with the event and BTF rules and regulations.

Triathlons/Duathlons: British Triathlon Rule Number 8.1 states "*Any equipment that acts as an impediment to hearing or concentration is prohibited from use during an event (including transition). This includes, but is not limited to, mobile telephones (which should be switched off if stored in transition), personal stereos and MP3 players.*"



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

HUUB Events Ltd reserves the right to amend the event format (for example but not limited to from a triathlon to a duathlon event or other suitable race format) or cancel the event due to circumstances beyond its reasonable control or for any safety related reason. In the event of the event being cancelled it shall provide the participant with a full refund, less an administration charge of £5, with no further liability whatsoever arising from such cancellation. If the event is changed to a duathlon or other format the participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format

#### **Liability/ Responsibility**

Whilst HUUB Events Ltd and the Jenson Button Trust takes every care with staging the event, I acknowledge that personal accident and personal items insurance is my sole responsibility.

Neither HUUB Events Ltd nor Jenson Button Trust shall be liable to the participant for any loss, death, injury 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; or for any loss of business; revenue or profit; loss of reputation; anticipated savings or wasted expenditure; pledges made on your behalf or by you to charity. Neither HUUB Events Ltd nor Jenson Button Trust will be liable for any actions of any spectators or other third parties.

I accept that any mechanical support received on my bike from event partners, participants or other third parties is at my own discretion and I will not hold anyone else responsible for any subsequent bike malfunctions or resulting injury.

I accept that should my bike be transferred in any vehicle during the event, such as the sweep vehicle, I accept it is placed and transferred in the vehicle at my own risk and event organisers are not liable for any damage caused during this process.

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.

#### **Timing and Results**

HUUB Events Ltd and Jenson Button Trust 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. All results will be found on the Jenson Button Trust Triathlon website after the event has taken place.

#### **Media and Photography**

I understand and accept that media professionals may take photographs and video footage of the event and its participants for us to publicise and promote the Jenson Button Trust and HUUB Events Ltd.

#### **Final Decision**

All decisions and rulings by HUUB Events Ltd, its employees and its agents are considered final. Accordingly, I agree to comply with all event rules and all instructions and guidelines given by race crew, stewards, marshals, and safety personnel. I acknowledge and agree that HUUB Events Ltd/Jenson Button Trust 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.

#### **Email Communication**

HUUB Events Ltd will primarily use email to communicate with competitors. By entering this event, I agree to receive emails regarding this specific event, from HUUB Events Ltd and the Jenson Button Trust. HUUB Events

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Ltd and Jenson Button Trust 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 event emails through, for example by adding [info@jensonbuttontri.com](mailto:info@jensonbuttontri.com) to their email address books. HUUB Events Ltd and the Jenson Button Trust and can only be responsible for ensuring that the email address provided is the one to which event emails are sent. All specific event emails and race information packs that are sent to competitors are also posted on the website race page.

I understand that if I opt in to raise money for Barnardo's, the Jenson Button Trust nominated charity for 2017, I consent to my details being passed on to Barnardo's to contact me with a fundraising pack. Barnardo's will not share or use my details for any other purpose than sending a fundraising pack, and offering general fundraising support for the Jenson Button Trust Triathlon 2017.

**Data protection**

I agree that my name and contact details can be used by Jenson Button Trust, HUUB Events Ltd and event partners for the purposes of the promotion and marketing of the event. 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 Jenson Button Trust or our Event partners shall not be used or reproduced in whole or in part in any form except for the purposes outlined in these Conditions.

If you would not like Jenson Button Trust or our Event partners to use your personal Information other than for purposes related solely to your participation in the Event, please e-mail [info@jensonbuttontri.com](mailto:info@jensonbuttontri.com). You may also withdraw your consent by ticking the appropriate box on your application form.