

## **Brighton Santa Dash (“the Event”)**

Participation in the Event is subject to the following terms and conditions:

### **1 REQUIREMENTS**

- 1.1 Everyone properly registered and accredited and having an official race number and Santa suit for the Brighton Santa Dash can take part in the Event.
- 1.2 Minimum age limits are 9 years. Only athletes these ages or over on the day of the race will be admitted. Your entry fee covers you for third party liability insurance for this race.
- 1.3 Every participant should carefully read the race information which will be emailed to all race entrants.

### **2 OBLIGATIONS**

- 2.1 Every participant shall make sure that his/her health is in a condition that allows him/her to take part in the Event, and consult a doctor if necessary. He/she shall have proper footwear and clothing.
- 2.2 A participant must comply with instructions and directions given by Start Line Events Limited (“the Organiser”), the officials and race marshals.

### **3 CONTRACT**

- 3.1 The application that constitutes a binding offer of a contract vis-à-vis the Organiser can be filed ONLINE at [www.santadashbrighton.co.uk](http://www.santadashbrighton.co.uk)
- 3.2 Each participant may only enter himself or herself. Double entries will not be accepted i.e. if the same person is entered twice, there is no right of a second starting position, or of return of entry fee.
- 3.3 The contract shall be considered concluded when a) the applicant accepts the terms and conditions of participation and the regulations by clicking the relevant field in the ONLINE registration form; b) the entry fee has been received and processed by the Organiser and c) the participant has received confirmation that they can take part in the Event. In the case of minors the registration form must be signed by a parent or guardian who at the same time confirms his/her acceptance of the terms and conditions of participation.
- 3.4 A right to take part in the Event is not guaranteed, is subject to assessment and cannot be transferred without the written permission of the Organiser.

### **4 PAYMENT**

- 4.1 Payment is accepted by debit card or credit card. We accept Visa, MasterCard, Switch, Maestro and Solo.
- 4.2 If the money cannot be collected due to insufficient funds, cover of account or revocation by the applicant (also at a later date), the applicant cannot participate in the Event.

### **5 ACCREDITATION**

All race information packs will be emailed to you.

### **6 CANCELLATION/POSTPONEMENT OF EVENT / NO-SHOW**

- 6.1 If the Event is cancelled because of circumstances of force majeure, the participant will not be entitled to any refunding of the entry fee and/or compensation of other losses, such as travelling or accommodation expenses.

- 6.2 If the Event is postponed because of circumstances of force majeure, the participant's entry will be deferred to the new date for the Event. In this case, the participant will not be entitled to any refunding of the entry fee and/or compensation of other losses, such as travelling or accommodation expenses.
- 6.3 All claims will be forfeited for no-shows.

## **7 LIABILITY**

- 7.1 Participation will be at the participant's own risk.
- 7.2 Other than as stated below, the Organiser shall not be liable for any loss, damage or expense caused by cancellation, curtailment or change of schedule of the Event because of government action, strike, civil commotion, and national disaster or other force majeure event or cause beyond the reasonable control of the Organiser.
- 7.3 In no case shall any liability (other than for death or personal injury) of the Organiser, its staff, agents or contractors arising from acts or defaults at or near the course or otherwise in respect of the Event include any liability for indirect or consequential loss or damage.
- 7.4 By receiving the race number every participant will state in a binding manner that there are no health concerns as regards his/her participation in this race.

## **8 COLLECTION AND USE OF DATA**

- 8.1 Personal data disclosed on the registration form will be stored in the United Kingdom by the entry system provider on behalf of the Organiser and will be transferred to the Organiser who will process the personal data only for the purpose of organising the Event.
- 8.2 An applicant agrees that the data disclosed in the registration form can be collected by the authorised event timing company and transferred to the Organiser who will process the data in order to assess whether an applicant can participate in the Event and for time keeping, placing and result purposes.
- 8.3 A participant agrees that his/her personal data can be disclosed to the photographer appointed by the Organiser, for the purpose of sending him/her photographs taken on the course and at the finish line. There shall be no obligation for the participant to buy such photos.
- 8.4 A participant acknowledges that their data will be kept for a reasonable period in accordance with legal requirements and for administration purposes.
- 8.5 A participant has the right to ask for a copy of the information held about them which is subject to the Data Protection Act 1998 (for which the Organiser will may make a small charge) and to correct any inaccuracies in their information.
- 8.6 An applicant must inform the Organiser of any change of address, contact telephone number or email address. The Organiser accepts no liability for an applicant's failure to do so. Please note that the preferred method of contact is by email to [info@startlineevents.com](mailto:info@startlineevents.com).
- 8.7 .We hope you will be able to raise money for our charity. Just understand that by selecting 'yes, you'll help them' during the entry process, you agree to your details being passed to the charity partner so they can contact you.

## **9 MISCELLANEOUS**

- 9.1 By attending the Event, a participant consents to filming and sound recording of themselves as Event participants. The Organiser and [its licensees] and those authorized by it may use such films and recordings (including any copies) without payment.

- 9.2 By participating in the Event this does not confer any rights (by implication or otherwise) on the participant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of the Event.
- 9.3 The Organiser reserves the right to disqualify a participant at any point on reasonable grounds and may take any appropriate action to enforce this right. By way of example, a participant may be disqualified if he/she has behaved in a manner which, in the reasonable opinion of the Organiser, has, or is likely to affect the safety of other participants; or uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or in the reasonable opinion of the Organiser is acting under the influence of alcohol or drugs or fails, when required to produce proof of identity or age.
- 9.4 A participant shall not engage in any form of “ambush marketing” (ambush marketing is an activity by a party which utilises the publicity value of an event without having any official involvement or connection with the event) and shall not breach or infringe the rights of any sponsor or other party commercially associated with the Event, nor conduct unauthorised promotions or other commercial activity.
- 9.5 If any provision of these terms is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the provision shall be amended in such a reasonable manner or it may be severed from the terms and in either event the remaining provisions shall remain in full force and effect.

## **10 PRIVACY POLICY**

START LINE EVENTS LIMITED is committed to respecting and protecting our customers' privacy. This policy applies where we are acting as a data controller with respect to your personal data, in other words, where we determine the purposes and means of the processing of such personal data.

Please read this policy carefully to understand our views and practices regarding your personal data and how we will treat it

### **HOW WE USE YOUR PERSONAL DATA**

In this section we outline how we may process your personal data. All personal data we process falls into one or more of the following categories:

- Entry data
- Date of birth data
- Transaction data
- Financial data
- Internal social data
- Usage data

- Communication data
- Enquiry data
- Digital marketing data

We process your entry data ("**entry data**"). The entry data may include your name, address, phone number and email address. The entry data will be processed for the purposes of processing your entry and delivering a race number, timing chip and race information to you. The legal basis for this processing is the performance of a contract between you and us.

We may process your date of birth ("**date of birth data**"). Your date of birth will be processed for the purposes of confirming you are old enough to compete in our event or qualify for a specific age group category in the event.

We may process your transaction data ("**transaction data**"). The transaction data may include information relating to your previous transactions, including purchases of goods or race entry. The transaction data may include your name, billing address, delivery address, telephone number, email address and purchase history. It may be processed for the purpose of supplying the purchased goods or services and keeping proper records of those transactions. The legal basis for this processing is the performance of a contract between you and us.

We do not process your financial information ("**financial data**"). This is always done through a third party such as a race entry provider. We typically use FR Systems Ltd.

We may process information that you post for publication on our website or social media channels ("**internal social data**"). This internal social data is public, and may be processed for the purposes of enabling interaction on the website for example. We may also use your posts or reviews in our marketing materials to help us tell other customers about our products and services. The legal basis for processing internal social data is consent.

We may process data about your use of our website or app, and reaction to our emails and services ("**usage data**"). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The sources of the usage data are our analytics packages (including, but not limited to Google Analytics) and email services providers. This usage data may be processed for the purposes of analysing the use of the website, emails and services. The legal basis for this processing is our legitimate interests, namely monitoring and improving our website and services.

We may process information that you provide to us for the purpose of subscribing to our marketing communications ("**communication data**"). This communication data may be processed for the purposes of contacting you with service notifications, such as new event launches, cheap entry timings, closing dates etc. The legal basis for this processing is performance of a contract for service notifications and legitimate interests for marketing communications.

We may process information contained in any enquiry you submit to us regarding goods and/or services ("**enquiry data**"). This enquiry data may be processed for the purposes of providing clarification, resolving issues or marketing relevant goods

and/or services to you. The legal basis for this processing is the performance of a contract between you and us and to ensure we are responding to your enquiry.

We may process information that you provide to us for the purpose of improving our digital marketing ("**digital marketing data**"). We may use digital marketing data in a number of different ways such as to advertise our products and services to you on third party websites such as Facebook. The legal basis for this processing is our legitimate interests, namely providing better services and enhancing our customer base.

We may process any of your personal data identified in this policy where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

## **11 LAW AND JURISDICTION**

These conditions are subject to English Law and Jurisdiction