

# General Conditions of Entry

## Bagman Cycling Limited – Cambrian Gravel Challenge

### 1. INTRODUCTION AND SCOPE

1. Capitalised but undefined terms used in this clause 1 shall have the meaning given to them in clause 2.
2. The following terms and conditions of sale (the “**Conditions**”) set out the general conditions for application to, and participation in, the Event.
3. Any person who applies to take part in, or compete in the Event, shall be deemed to have accepted and agreed to comply with these Conditions, the Event Conditions and the Applicable Laws.
4. **Your attention is particularly drawn to clauses 4.2 (transferability of entry), 7 (Cancellation by us) and 10 (Liability).**

### 2. DEFINITIONS AND INTERPRETATION

1. In these Conditions the following definitions shall apply:
  - a. "**Agreement**": the agreement between You and Bagman Cycling Limited (BCL) comprised of the Event Conditions and these Conditions of Entry;
  - b. "**Applicable Laws**": means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures in the context of COVID-19, of any governmental authority that apply to You, or the subject matter of these Conditions.
  - c. "**Event**": the Cambrian Gravel Challenge organised by BCL;
  - d. "**Event Conditions**": the terms and conditions, in addition to these Conditions of Entry, provided to You by BCL in respect of the Event from time to time;
  - e. "**Event Date**": the announced date of the Event;
  - f. "**Fee**": the fee payable by You to BCL in consideration of Your participation in the Event, as specified in the Event Conditions;
  - g. "**Force Majeure Event**": any circumstance not within BCL’s reasonable control including: (a) acts of God, abnormally inclement weather, flood, drought, lightning, storm, earthquake or other natural disaster; (b) epidemic, pandemic or infectious disease; (c) terrorist attack, civil war, civil commotion or riots, crowd disorder, 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, public authority, court, competent national authority or governing body, including cancelling a public event, imposing capacity restrictions on a public event, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, subsidence, structural damage, fire, explosion or accident; (g) player strike; (h) death of a member of the Royal family; and (h) any labour or trade dispute, strikes, industrial action or lockouts
  - h. "**BCL**": Bagman Cycling Limited - incorporated and registered in England and Wales with number 10381529 whose registered office is at 55 High Street, Hoddesdon, Herts EN11 8TQ;
  - i. "**Officials**": any Event officials as appointed by BCL from time to time;
  - j. "**Privacy Policy**"; BCL’s privacy policy which can be found here
  - k. "**Rules**": the laws, rules and regulations of British Cycling and any other relevant governing bodies

1. "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;
2. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
3. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
4. Any obligation on a person not to do something includes an obligation not to allow that thing to be done.
5. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
6. References to clauses are to the clauses of these Conditions.
7. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 3. ENTRY

1. These Conditions apply to applications made via all channels, including:
  - a. Charity entries: Where charity purchases a place in the Event and riders enter the Event as a guaranteed entry;
  - b. Direct sales: Where a rider enters the Event direct online without a ballot; and
  - c. Ballot: Where a rider registers in the ballot and a random draw selects riders who have the opportunity to enter the Event with payment.
2. By submitting Your application You agree to:
  - a. enter the Event (provided that, where entry is via the ballot, such entry is subject to being successful in the ballot); and
  - b. abide by the Agreement, the Rules and all Applicable Laws; and
3. No refunds of the Fees will be given where there has been a breach of these Conditions by You.

### 4. EVENT SAFETY

1. At all times during the Event You must adhere to all instructions given by BCL and the Officials from time to time.
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 Your Event number. Any breach of this clause 4.2 shall render Your entry void with no right to a refund and all rights conferred or evidenced by such entry shall be nullified. If You are found to be in breach of this clause 4.2 we reserve the right to exclude You from participation in future BCL events.
3. You are not permitted to use the following items in the Event:
  - a. subject to clause 4.5, any artificial or motorised aid;
  - b. any pets or animals;
  - c. cycles without properly functioning front and rear brakes;
  - d. bars without bar end plugs fitted;
  - e. mobile phones while cycling. You must pull to the roadside and stop if You wish to make/receive a phone call; or
  - f. 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 or which BCL, in its reasonable opinion, deem may cause danger or risk of danger to You, other participants or spectators.

4. You warrant to BCL that You will be on the Event Date, sufficiently fit and healthy to participate in and complete the Event unaided and in accordance with the Agreement. If You are in any doubt BCL recommends that You seek medical advice. Should You not be able to complete the course for any reason BCL will not be responsible for evacuating You from the course itself or any other location.

5. **Important Notice and Disclaimer of Liability**

Cycling is an active sport and participation in such sport necessarily involves a risk of injury or death regardless of the standard of organisation of the event You are participating in. You voluntarily accept all the risk inherent in the Event and You agree for Yourself and Your personal representatives to indemnify and hold harmless BCL against any claim or claims whether on Your own account or from third parties arising out of any accident or incident resulting in any loss or damage (including bodily harm or death). You confirm You have read all the sections of these terms and You understand and agree to be bound to those terms and conditions and to comply fully with the same.

6. You whilst participating in the event will do so wearing a helmet complying with latest EN1078, ANSI Z90/4 or SNELL standards. Any rider not conforming with this term will not be allowed to start or will be removed from the event if started.

You must carry the minimum required equipment for the full duration of the course.

7. Electric assisted pedal cycles (an “EAPC”) are permitted in the Event. Cycles of this nature must comply with EAPC regulations which include the following:

- a. cycle must be fitted with pedals that are capable of propelling it;
- b. maximum continuous rated power of the electric motor must not exceed 250 Watts; and
- c. electrical assistance must cut-off when the vehicle reaches 15.5 mph
- d. EAPC riders must ensure that they have checked that their battery will last the distance and make sure that it is fully charged before travel to the event. **BCL cannot guarantee access to charging points during the event including at the overnight venue.**

7. BCL cannot take responsibility for loss or damage of cycles, equipment or other personal possessions during the event.

8. During the event there may be warning signs at appropriate points on the trails or roads used for this event. Absence of these signs does not signal there are no dangers approaching and it is Your responsibility to make a decision regarding whether to ride a section or not. The marking of the route does not necessarily indicate that the trail or road is rideable and You are charged with making Your own decision about whether to proceed on bike, foot or not at all.

9. You will be fully responsible for any fees or costs incurred or arising from an accident either involving or caused by You. This includes, but is not exclusive to, fees from Police, Air Ambulance, Fire and Rescue and the Ambulance service.

10. In the event that You fail to complete the course for any reason You agree to inform BCL by telephone before the close of the event or report to a member of staff. Not doing so will mean that a search may be organised and the subsequent cost will be billed to the rider.

11. There will be sections of public road included within the course. You must obey all Highway Code rules.

5. **EVENT EJECTION**

1. BCL reserves the right to refuse entry to the Event or to ask You to cease participation in the Event if:

- a. You fail to follow instructions given by any Officials;
- b. You attempt to participate in the Event in a manner that BCL, acting reasonably, believes:
  - i. may cause injury to You or another participant;

- ii. may damage or harm the environment;
  - iii. is likely to cause offence; or
  - iv. 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 clause 4;
- c. in BCL's reasonable opinion You are unfit to participate in the Event due to:
- i. the consumption or use of alcohol or drugs;
  - ii. an injury or illness;
  - iii. Your failure to arrive at the start location at the specified time; or
  - iv. Your inability to make sufficient progress in the Event to allow You to complete the Event in line with timelines set by Officials. Participants will only be eligible for a medal and to feature in the list of rider times if they complete the Event course before the official cut off time on the day of the Event (which is subject to variation at BCL's sole discretion).
2. BCL reserves the right to withdraw You from the event for any reason subject to full reimbursement of the Fee. BCL will have no responsibility for any losses, expenses or costs incurred as a result of withdrawal, including any travel or accommodation costs.

3. If, in accordance with clause 5.1, You are refused entry to the Event or BCL requests that You cease participation in the Event, You must remove Your identification number and return them to an Official as soon as possible.
4. It is strictly forbidden at the Event to express, to disseminate of any insulting, racist, xenophobic, sexist, religious, political or other illegal/prohibited messages, particularly discriminatory propaganda messages or being in possession of such material.

#### 6. CANCELLATION BY YOU

1. You should inform BCL immediately in the prescribed manner if You need to withdraw for any reason. If You do so, the Fee will not be refunded and You acknowledge that You will not be permitted to roll-over the entry and the entry will be cancelled. BCL recommends that participants take out individual insurance to cover being unable to attend due to unforeseen personal circumstances and for Covid-19.

#### 7. CANCELLATION BY US

1. BCL and the Officials reserve the right to make alterations to the time, date and location of the Event.
2. BCL may cancel, abandon or postpone the Event.
3. In such circumstances:
- a. BCL will, if practicable, provide written notice of such cancellation, abandonment or postponement to the address it holds for You. In the event that written notice is not practicable due to the timescales involved, BCL will use reasonable endeavours to provide other suitable methods of notice including e-mail, mobile phone or text message.
  - b. You will receive a refund of the Fee; and
  - c. BCL will have no responsibility for any losses, expenses or costs incurred as a result of cancellation, including any travel or accommodation costs.

#### 8. PRIVACY, DATA PROTECTION AND SOUND AND IMAGE RECORDINGS

1. Please read the [Privacy Policy](#) carefully to understand how Your personal data is processed. In particular, You acknowledge (regardless of whether you are successful in any application) that BCL may use any information provided during Your application for the purpose of processing such application and for BCL's enforcement of its legal rights.
2. You acknowledge and, so far as is necessary under Applicable Laws, consent to being photographed, filmed or taped by BCL and/or any third parties appointed thereby, which shall have the right, in perpetuity or for the maximum term permitted under the Applicable Laws, to use, broadcast, publish and license, without any requirement for payment of money or other form of consideration and without credit, Your voice, image and likeness by means

of live or recorded video and/or audio display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.

3. You accept and acknowledge that it is in BCL's legitimate interests to use and publish and exploit the content detailed in clause 8.2 in this manner (including any personal data contained therein) as it requires the ability to: (i) publish, display, sell and distribute the Event by means of film, television, radio, print media, internet, publicity material (or any other media now known or in the future); and (ii) use the images for safety and security, promotional, training, editorial or marketing purposes by BCL, as determined in BCL's sole discretion (including commercial partners and accredited media organisations). Notwithstanding the foregoing, where required under Applicable Laws, You give Your consent to such use.
4. You shall not take, record and/or transmit any sound, image and/or description of the Event other than for Your exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Event for any commercial purposes).

#### **9. CHANGES TO THE EVENT**

1. BCL reserves the right to change the course, or make any other amendment to the Event that it deems necessary to stage the Event. Any material change to the Event will be communicated to You at the Event, or sooner if practicable.
2. Should the course distance be reduced in accordance with clause 9.1, You agree that the Event is still deemed to be staged and that BCL will not be liable to You for any refund.

#### **10. LIABILITY**

1. Other than is stated in clause 7, BCL shall not be liable for any refund, loss (including indirect or consequential loss), damage or expense caused by a Force Majeure Event.
2. Subject to clause 10.5, in the event that BCL is in breach of its obligations (under these Conditions or otherwise), BCL shall only be responsible for such loss or damage suffered by You which was reasonably foreseeable as a result of the breach. BCL shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time You entered into a contract pursuant to these Conditions.
3. Subject to clause 10.5 and notwithstanding clause 10.2, BCL is not liable for any business losses and BCL will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
4. Subject to clause 10.5, in any event, to the maximum extent permitted by law, BCL hereby excludes any liability for loss, damage or injury to You and/or Your property, including any indirect or consequential loss or damage, including loss of enjoyment or travel or accommodation costs, 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.
5. Notwithstanding any provision in these Conditions, BCL does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by BCL's negligence or the negligence of any of its officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by Applicable Laws (including your statutory rights and rights as a consumer).
6. You accept and acknowledge that while any COVID protocols introduced by BCL from time to time are designed to reduce the risk of transmission of COVID-19, it is not possible to eliminate that risk entirely. You assume the risk of suffering an illness or fatality related to COVID-19 as a result of your participation in the Event, and agree (on Your own behalf, and on behalf of Your estate, heirs, successors and assigns) that BCL and its directors, officers, employees, agents and officials shall bear no liability in respect of any such illness or fatality unless it is proven that the illness or fatality was suffered as a result of the wilful misconduct

or gross negligence of BCL. You will not bring any claim that is inconsistent with the foregoing sentence.

#### **11. SEVERABILITY AND AMENDMENT**

1. BCL reserves the right to change these Conditions if necessary to ensure proper and safe staging of the Event. BCL will notify You of any material changes via an email sent to the address indicated by You in the application and You will have the choice to consent to such material changes or to withdraw Your application or withdraw from the agreement concluded with BCL in accordance with these Conditions (as applicable).
2. Should any provisions of these Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, the remainder of these Conditions shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included.

#### **12. GENERAL**

1. These Conditions have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the English version shall prevail.
2. The Agreement constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to the Agreement which is not already set out in the Agreement.
3. Any person not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.
4. The Agreement is governed by the laws of England and Wales. The parties agree that the courts of London, England have exclusive jurisdiction to settle any dispute arising under or in connection with the Agreement. Notwithstanding the foregoing: (a) these Conditions shall not affect a person's statutory rights as a consumer and, in particular, if the claimant lives in Scotland they can bring legal proceedings in either the Scottish or the English courts or if they live in Northern Ireland, they can bring legal proceedings in either the Northern Irish or the English courts; and (b) BCL reserves the right to pursue legal proceedings in a competent court of Your domicile, where such proceedings shall be governed and interpreted in accordance with English law.