

## Terms and Conditions

### Meadows Marathon 2024

#### 1.0 Definitions and Acronyms

1.1 In these Terms and Conditions, the following definitions apply:

- 'We', 'us' or 'our' refers to the Meadows Marathon, Edinburgh Students' Charity Appeal (ESCA) or Edinburgh Raising and Giving (Edinburgh RAG)
- 'You' or 'participant' refers to the persons who have signed up to participate in the Meadows Marathon
- 'Event Day' refers to the day of the event, Sunday 3rd March 2024
- 'The event' refers to The Meadows Marathon 2024
- 'Event Official' refers to a member of staff or volunteer working for Meadows Marathon, Edinburgh RAG or ESCA
- 'Event Rules' refer to the provisions of these terms that relate to the running of the event

#### 2.0 Registration

2.1 An email address is required for all entries. All correspondence will be via email, except in the case of urgent information, which may also be communicated via text message. A separate email address and phone number for each participant is preferred but not required.

2.2 To register for any race within the Meadows Marathon you must be 18 years of age or older on Event Day.

2.3 All participants must provide their full name and details of any health problems or medication upon entry. Failure to disclose such information may result in withdrawal from the event and no refund will be given.

2.4 Meadows Marathon reserve the right to close registration at any point, including once the number of people registered reaches maximum capacity for the event.

#### 3.0 Payment and Registration Fees

3.1 The entry fee you pay will be stated at registration. We reserve the right to alter the price for new entrants and to offer discounts. Use of discounts is restricted to the original recipient only. Misuse of discounts will result in disqualification from the event and any future Edinburgh RAG or ESCA events, and you will not be entitled to a refund.

3.2 Entry fees may not be deferred toward a future event.

#### 4.0 Your right to cancel and transfers

##### Your right to cancel

4.1 If you wish to withdraw from the event, you must send a written request to [mail@meadowsmarathon.org.uk](mailto:mail@meadowsmarathon.org.uk) clearly stating your intent to withdraw. This must be sent from the same email address that you registered with.

4.2 If you have provided written notice in accordance with Clause 4.1, you may be entitled to a refund as follows:

Date of notice	Refund amount
Prior to 31 December 2023	75% of the entry fee less any booking fee
1 January – 11 February 2024	50% of the entry fee less any booking fee
12 February – 18 February 2024	25% of the entry fee less any booking fee
19 February 2024 to Event Day	You will not be entitled to a refund

4.3 The moment you enter our race we start to incur administrative costs and banking

charges in processing your entry and payment. We also incur further charges in administering cancellations and processing refund payments. These will be taken into consideration when deciding whether to approve refunds.

**Transfers** 4.4 Transfers can only be made within the same race. Participants that wish to transfer their ticket to another runner must send a written request to [mail@meadowsmarathon.org.uk](mailto:mail@meadowsmarathon.org.uk) clearly stating their intent to transfer. This must be sent from the same email address that you registered with. The email must contain details, including email address, of the person to whom you wish to transfer your place. Meadows Marathon will endeavour to ensure transfers are honoured but cannot guarantee this will always be possible.

4.5 Any administrative fees incurred as a result of a transfer will be charged to the participant that will now be taking part in the event.

## **5.0 Event Day**

5.1 You must collect your race pack prior to the race. Failure to do so will result in you forfeiting your right to participate in the race and no refund will be given.

5.2 All runners are required to complete the personal, contact and health details form on the back of their race number prior to participating in the event.

5.3 Your race number must be worn on the front or on the back of your top and must be always visible during the event.

5.4 Participants who do not have a race number on display will not be entitled to participate in the event.

5.5 We reserve the right to refuse entry to any runner wearing a fancy dress costume deemed by the Event Officials to be unsafe or distasteful. Please contact [mail@meadowsmarathon.org.uk](mailto:mail@meadowsmarathon.org.uk) if you have any questions or concerns regarding the fancy dress you are intending to wear.

5.6 Only registered participants are allowed to be on the course. Accordingly, no person shall be allowed to accompany a participant if he/she is not registered in the event.

5.7 No dogs (except guide dogs), baby joggers, baby strollers, skateboards, Nordic sticks, rollerblades, unauthorised bicycles or any other unauthorised wheeled device will be permitted on the course.

## **6.0 Fitness to participate**

6.1 On the Event Day, you must be fit to run and free from injury which would prevent you from participating in the event.

6.2 Participants taking part in the race do so at their own risk and we accept no liability for any injury you may suffer whilst participating in the event unless as a direct result of our negligence.

6.3 You must not be under the influence of drugs or alcohol on the Event Day.

## **7.0 The Start**

7.1 Late starters will not be permitted to cross the start line so any participant who fails to arrive at the start line on time will be assumed withdrawn from the race and no refund will be given.

7.2 Any person who climbs the fence/barrier or otherwise enters improperly shall be disqualified from the event.

7.3 Participants must begin the event during the official recognised starting times and you must be positioned behind the starting line when starting.

## **8.0 Participant Conduct and Disqualification**

8.1 Participants must follow instructions as given from all Event Officials including race staff, volunteers, medical personnel, security officers and city officials throughout the duration of the event.

8.2 We reserve the right to disqualify any participant found to be in breach of these Terms and Conditions and no refund will be given in these circumstances.

8.3 Participants are expected to conduct themselves in a professional and considerate manner during the event.

8.4 Disqualification (and a ban from future participation in any ESCA and Edinburgh RAG events) may be enforced as a result of any of the following:

8.4.1 Urinating or defecating anywhere on or near the course (except in toilet facilities)

8.4.2 Refusal to obey the directions of an Event Official, city official or course marshal

8.4.3 Unsportsmanlike conduct

8.4.4 Acting dangerously

8.4.5 Offensive actions or language to officials, volunteers, participants or spectators

8.4.6 If you are found by a course marshal, Event Official or surveillance equipment to have gained an unfair advantage by intentionally shortening the route of the race ("cutting the course")

8.4.7 Receiving assistance from anyone during the progress of the event, without the permission of the event management

8.4.8 Not properly displaying an authorised and issued bib number

8.4.9 wearing fancy dress which is unsafe or distasteful.

This is not an exhaustive list and Event Officials have discretion as to what behaviour, in their reasonable opinion, justifies disqualification from the race.

## **9.0 Participant Safety**

9.1 Participants are responsible for their recognition and understanding of event signage, symbols and colour relating to participant maps, facilities, and direction.

9.2 Authorised medical personnel may examine any participant who appears in distress. If in the sole opinion of authorised medical personnel, it is in the best interest of the participant's health and welfare, medical personnel may remove the participant from the event.

9.3 Participants must retire at once from race if ordered to do so by an Event Official, official medical staff or a member of any governmental authority, including fire and police officers.

9.4 Participants may be liable for medical expenses incurred as a result of training for and/or participation in the event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.

## **10.0 Cancellations and Alterations of the Event**

10.1 We reserve the right to refuse or cancel applications, including duplicate applications.

10.2 We also reserve the right, where it is necessary or reasonable to do so, to alter the date of the event, the course route, distance or event format. If we do so, you will not be entitled to a refund, and we will not be liable for any losses incurred by you because of our actions.

10.3 Participants will not be entitled to a refund if the event is cancelled because of circumstances beyond the reasonable control of the event organisers. These include, but are not limited to:

- an act of God
- explosion
- acts of a public enemy
- war
- insurrection
- terrorist act or threat of terrorist act
- sabotage
- epidemic
- embargoes
- strikes or the death of a leading member of the British Royal Family

10.4 Event officials reserve the right to delay, cancel, or suspend the race due to inclement weather in accordance with emergency protocol on severe emergencies and/or inclement weather. No refund will be issued in these circumstances.

10.5 If the event is cancelled, any money raised in sponsorship and held by the Meadows Marathon will be paid to the designated charity.

#### **11.0 Liability**

11.1 The race organisers, sponsors, charities, suppliers and/or their agents will not be liable for any injury, loss or expense which may arise in consequence of your participation in this event save as a result of their negligence.

#### **12.0 Amendments or Exceptions**

12.1 Event Officials reserve the right, to modify, supplement or waive all or part of the event rules.

12.2 Participants shall be bound by any modification or supplement of the event rules published on our website prior to the event.

12.3 Failure to follow these event rules, as may be amended, may result in immediate disqualification and removal from official results. No refunds will be given.

#### **13.0 How we use your information**

13.1 We will only use information that we collect from you lawfully in accordance with General Data Protection Regulation.

13.2 All participants acknowledge and agree that personal information can be stored, used and disclosed by Meadows Marathon, in connection with the organisation, promotion and administration of the event and for the compilation of statistical information.

13.3 By participating in the Meadows Marathon, you agree for your image and or footage to be taken and used for promotional purposes by ESCA, Edinburgh RAG and Meadows Marathon.

13.4 We will endeavour to ensure full confidentiality of participant information.

13.5 Some of your information, such as phone numbers, will be shared with third parties where deemed necessary by event organisers

13.6 Your information will never be shared with any other third party, except where required by emergency services, first aid or other contractor where event officials deem sharing personal participant information is imperative to the safety and security of the event

#### **14.0 Promotions, Competitions, and Incentives**

14.1 Personal promotions are only to be used by the entrant in which they were intended

14.2 Meadows Marathon 2024 Society Relay Incentives: The top-fundraising society relay teams will receive a monetary prize for their society as follows:

- 1<sup>st</sup> place: £200
- 2<sup>nd</sup> place: £100
- 3<sup>rd</sup> place: £50

To be eligible for the Meadows Marathon Society Relay Incentive 2024 (1) the society must be registered as a charity or operate as part of a students' union with registered charity status and (2) donations must be made via RaceNation or in cash and processed by the Meadows Marathon.

#### **15.0 General**

15.1 We reserve the right to amend event rules where it is necessary or reasonable to do so up to and including on Event Day. Please check our website for up-to-date information on the event.

15.2 If we amend any other term and the change is to your disadvantage, we will provide written notice by email, and you will have the right to withdraw from the event without penalty. If the change is to your advantage, we will update these Terms and publish them on our website.

15.3 Should any of these terms be deemed to be unenforceable, this will not affect the validity of the remaining terms (subject to them not being deemed unenforceable individually).

15.4 If you live in Scotland, Scots law applies to these terms. If you live elsewhere English law applies. If there is a dispute between us, you can take action in any UK court.