



## **Terms & Conditions: Castle Race Series (a trading division of Matrix Events Limited)**

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#### **DEFINITIONS**

**“Adult”** means a male or female participant aged 16 years or over.

**“Agreement”** means the terms by which a Event Party agrees to work with the Event Organiser in relation to Event.

**“Charity”** means the charity that has reserved the Charity Participant’s place in the Event.

**“Charity Entry, Charity Place”** means the distance format undertaken without payment or a reduced payment by a participant in exchange for a specified fundraising pledge specified by the Charity. Subject to terms laid out at the end of this document under “Charity Place – Castle Race Series”

**“Charity Participant”** means the person named on the Charity bond registration.

**“Charity Partner”** means a Charity that has formed an agreement with the Event Organiser.

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

**“Cut-off Time”** means the limit on the time taken to complete sections of the Event.

**“Donation”** means donating to a Charity Partner

**“Entry Fee”** means the price of entry into the Event as set out in the Entry Form.

**"Entry Form"** means the online registration website pages which must be completed in order to participate in the Event.

**"Event"** means the event named on the Entry Form created by the Event Organiser.

**"Event Information"** means information provided by the Event Organiser in relation to the Event.

**"Event Organiser"** means Matrix Events Limited a company registered in England & Wales with company registration number 4225277. Castle Race Series is a trading division of Matrix Events Limited.

**"Event Partner"** means a third party the Event Organiser has an Agreement with.

**"Finish Time Results"** means result service provided by a Event Partner.

**"Group Insurance Policy"** Insurance Policy Wording laid out at the end of this document under "Yellow Jersey Terms & Conditions".

**"Insurance Policy Wording"** means the Terms to which the Participant is bound if a purchase is made in relation to One day event cover for your Bike and Entry Fee Insurance.

**"Multi Discipline"** means any two or three disciplines making up a race format, such as Triathlon, Duathlon, Aquabike and Aquathlon

**"Participant"** means the person or persons named on the Entry Form who will be participating in the Event.

**"Race Fee and Pedal Cycle Insurance"** means the Group Insurance Policy opt in section on the Entry Form.

**"Single Discipline"** means an Event making up a single discipline race format, such as Swim, Cycle or Run

**"Supplier"** means a third party Event Partner the Event Organiser has an Agreement with.

**"Training Day"** means a training day on a date notified by the Event Organiser for Participants in relation to Triathlon or Multi Discipline Events.

## **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 Organiser gives notice to the Participant in writing in any official Event material or correspondence prior to the Event (including via email or other electronic means). All references to Participants shall include Charity Participants unless expressly stated otherwise.

The Participant shall be deemed to have accepted these Conditions upon completion of the Entry Form or in the case of Charity Participants, by completion of entry forms provided by their designated Charity, if applicable. By accessing and or completing the Entry Form, the Participant is agreeing to the Event Organiser making use of the data provided on the Entry Form for Event Information purposes and other marketing communications organised by the Event Organiser. The Event Organiser agrees that the Event Form email and or postal address data will not be passed on to any Third Parties, with the exception of any Event Partners who require Participant data to fulfil their Agreement, such as Timing Time Results and Participant photography. The Charity Partner will require Participant data relating to a Charity Place Participant and any Donation made during the Entry Form.

1.1 The Event Organiser primarily uses email to communicate with its Participants. By entering this Event, the participant agrees to receive emails regarding their Event booking. Other Event Organiser emails, such as newsletters and promotions, have an 'unsubscribe' link, but race specific emails do not have this link.

The Event Organiser 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 the Event Organiser emails through to their email address books. The Event Organiser 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.

The Participant agrees that their name and contact details can be used by Event Organiser and their Event partners for the purposes of

- the promotion and marketing of the Event;
- adding their contact details to a mailing list to be informed of any future events and services, such as leisure activities relating to either similar types of events or activities.
- promotional and marketing material in respect of similar events, other community-based activities organised by our Event partners.

The Event Organiser 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 the Event Organiser or their 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 Event Organiser or their Event partners to use the Marketing Information or Personal Information other than for purposes related solely to your participation in the Event, please e-mail the Event Organiser.

## **2. PARTICIPATION**

### **All participants**

2.1 The Participant acknowledges that participation in the Event is physically strenuous. It is acknowledged that participation in the Event will be physically demanding and the Participant is aware of the nature of the Event and 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 the Event Organiser, 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 (unless caused due to the negligence of the Event Organiser). 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. The Participant acknowledges the exclusion of liability and indemnity provided in clause 5 of these Conditions.

2.3 In respect to Multi Discipline Events, the Participant agrees to abide by all applicable rules and regulations of the relevant sporting governing bodies, including British Triathlon Federation ("BTF"), Triathlon Ireland ("TI"), the Fédération Française de Triathlon ("FFT") and the UK Obstacle Sports Federation (UKOSF) that oversee the Event, as well as competition and doping rules and the rules and regulations of the International Triathlon Union ("ITU"). The Participant shall not be entitled to a refund of the Event Fee if he or she is disqualified from the Event as a result of an infringement of these Conditions or any such rules and regulations. The Event Organiser is also entitled to impose Event rules upon the Participant from time to time which will form part of these Conditions. The relevant rules and regulations for triathlon Events may be obtained from <http://www.castleraceseries.com/races/rules/> and the [www.britishtriathlon.org](http://www.britishtriathlon.org) and [www.triathlon.org](http://www.triathlon.org) or the equivalent websites in France and Ireland.

2.4 The Participant must complete the Event Day registration process at the times and on the day as instructed by the Event Information, which will be issued by the Event Organiser before the Event.

2.5 For Multi Discipline events excluding Aquathlon it is the Participant's responsibility to provide and use a roadworthy bicycle, helmet, or other safety requirements to ensure compliance with BTF, FFT or TI rules and regulations (depending on the country in which the race is held). If required, the Participant will supply their bike for inspection.

2.6 For Multi Discipline events excluding Duathlon it is the Participant's responsibility to provide and use a wetsuit which complies with BTF, FFT or TI rules and regulations (depending on the country in which the race is held).

2.7 The Event Organiser may introduce a Cut-off Time as they see fit as part of the Event rules, being limits on the time taken to complete sections of the Event (as initiated by the Event Organiser at its discretion) to ensure the safe and proper running of the Event. Subsequently, competitors may be instructed to withdraw from the Event or race in accordance with imposed Cut-off Time.

2.7.1 For the avoidance of doubt, no refund of the Entry Fee will be made to the Participant if they do not meet the Cut-off Time imposed by the Event Organiser and advertised on the Event Organiser's website.

2.8 The Event Organiser reserves the right at any time to remove Participants from the Event or prevent Participants participating in the Event if in the Event Organiser's 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, including but not limited to the imposition of a Cut-off Time. No refund of the Event 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.

2.9 At Event Day registration, the Participant may be asked to produce appropriate photographic personal identification at the sole discretion of the Event Organiser (such as drivers licence or passport)

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

2.11 Age restrictions are applied to each Multi Discipline Event in accordance with rules and regulations of the relevant sporting governing bodies and for the purposes of entry are applicable to the Participant's age as of 31 December in the year in which the Participant is competing. In the case of the Single Discipline Events, Participants under recommended age restriction may participate in the distance Event at the sole discretion of the Event Organiser and with a signed Consent Form by the Participant's parent or guardian.

2.12 All decisions and rulings by the Event Organiser, 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 Organiser 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.

2.13 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 Organiser. 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 (other than by an authorised Charity for Charity Participants), and that it is not purchased as part of any form of business or commercial activity (save as expressly authorised by the Event Organiser), 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 (save as expressly authorised by the Event Organiser). Donation, give away, resale or attempted resale is grounds for seizure or cancellation without refund or other compensation.

2.14 The Participant acknowledges and accepts that circumstances concerning an Event may change from time to time for reasons out of the Event Organiser's reasonable control or otherwise, without the Event Organiser 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, car parking arrangements, rules regarding wet suits, and issues with hotels, may arise/change but such changes/issues will not allow the Participant to withdraw and nor will the Event Organiser be deemed liable except as otherwise set out herein.

### **3. BOOKINGS AND PAYMENTS**

3.1 In consideration for being granted the right to participate, the Participant must pay the Entry Fee set out on the Entry Form.

3.2 The Participant shall complete the Entry Form online and submit it together with payment of the Entry Fee online in accordance with the Event Organisers' website.

3.3 The Participant 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.

### **4. WITHDRAWAL, CANCELLATIONS OR ALTERATIONS**

4.1 This clause 4 shall not apply to Event Partner purchases made during the Entry Form. Any cancellation, refund or withdrawal requests must be taken up directly with the relevant Third Partner.

4.2 For all other Participants, the Event Organiser operates a 14-day cooling off period. Accordingly, the Participant is entitled to cancel his/her application to participate provided the Event Organiser receives written notice of cancellation within 14 days of payment of the Event Fee (payment being deemed made for the purposes of this clause 4.3 by clicking on the make payment link on the secure payment webpage). During this 14-day period the Participant is able to cancel its entry and receive a full refund of the Event Fee by emailing [support@castleraceseries.com](mailto:support@castleraceseries.com) or writing to the Event Organiser, Matrix Events Ltd, The Old Bank, Penshurst Rd, Penshurst, Kent TN11 8DB. The notice must be received before the end of the 14-day cooling off period.

4.3 The Event Organiser reserves the right to alter the start time of the Event. In the event of a change of start time the Participants will be notified of the revised start time with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in start time for an Event provided the Event takes place on the specified date of the Event.

4.4 The Event Organiser reserves the right to change the date of the Event and shall notify the Participant of any such change as soon as reasonably practicable. If the Participant is unable to attend on the revised date, he/she may withdraw from the Event but will not receive a refund of the Entry Fee. For the avoidance of doubt, the Event Organiser reserves the right to alter the start date of the Event and shall notify the Participant of any such change as soon as reasonably practicable. No refund of the Entry Fee will be made in full or in part as a result of any change in the start date of the Event

4.5 The Participant acknowledges that their Event place may not be transferred to another person. Event places are limited, and payment of the Event Fee and reservation of the Event place has an effect on logistics and the subscription for the Event. Accordingly, subject to clauses 4.3 and 4.5 above, the Participant may only withdraw from the Event at any time, subject to the following:

4.5.1 If the Participant withdraws from an Event 90 days or more before the Event is scheduled to take place, he/she will receive no refund. However, upon written request, the Event Organiser will put the value of the race price paid by the Participant towards any Event the following year, provided such Event takes place. There may be an additional sum to be paid if race prices increase or the participant chooses a race of a higher value. If the Participant accepts the option to defer their Entry, the Participant must notify the Event Organiser of their intent to take up the deferred Event place and must complete the online Entry Form no later than 30 days prior to the following year's Event to secure their Event place. The Participant shall only be entitled to defer their entry once and only for the following year.

4.5.2 If a Participant pulls out of the Event between 89 days and 15 days before the scheduled date of the booked Event, he/she will not receive a refund from the Event Organiser and will not be entitled to a deferred entry for that specific Event and venue in any subsequent years. However, upon written request made between 89 and 15 days prior to the scheduled date of the booked Event, the Participant may transfer their entry to an alternative Castle Race Series Event, provided that the alternative Event occurs within 12 months of the date of notification. This is distinct from a deferral, which requires a minimum of 90 days' written notice and is only applicable to an entry for the same Event (at the same venue) in the following year.

4.5.3 If the participant pulls out of the Event within 14 days of the schedule date of the booked Event or if the Participant fails to register for the Event, he/she will not be entitled to a refund or reserved, transferred or deferred entry to another event or an alternative entry ticket at the booked Event.

4.5.4 If a Participants notifies the Event Organiser their intent to pull out of the Event due to pregnancy via email including proof of pregnancy no later than 14 days prior to the scheduled date of the booked Event, she will be entitled to one deferred entry for the same Event (at the same venue) within 2 consecutive years following the booked Event.

4.6 Specific events - If the Participant cancels a Training Day or if the Participant fails to register for the Event he/she will receive no refund or Event place at a different date.

4.7 The Event Organiser reserves the right to allow the Participant to move their Event to another Event in the same year or the year after. The Participant shall provide a written request clearly stating the desire to move to another Event and the reasons for this. A discretionary £10.00 administration charge may be levied by the Event Organiser depending on circumstance.

4.8 Notice of withdrawal from the Event must be communicated by emailing [support@castleraceseries.com](mailto:support@castleraceseries.com) stating clearly your desire to withdraw and putting the word WITHDRAWAL in subject line of the email, or by writing to the Event Organiser at Matrix Events Limited, The Old Bank, Penshurst Rd, Penshurst, Kent TN11 8DB. Withdrawals WILL NOT be accepted by telephone. Date of receipt of notice will dictate what is offered for the following year in accordance with this clause 4.

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

4.10 In the event the Event Organiser withdraws the offer of an Event place to the Participant in the Event for any reason at any time it will provide the Participant with a full refund of the Event Fee, with no further liability whatsoever arising from such withdrawal. Notwithstanding this clause 4.11 no refund shall be made where otherwise set out herein (including (but not limited to) for the avoidance of doubt clauses 2.3, 2.7 and 2.8).

4.11 The Event Organiser reserves the right to amend the Event format at their sole discretion (such as by way of illustration from a Triathlon to a Multi Discipline Event or other suitable Event or 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 there shall be no refund to the Participant with no further liability whatsoever arising from such cancellation. If the event format is changed the Participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format.

4.12 I acknowledge that Event Organiser is at its sole discretion may delay, modify, or cancel the Event if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of Matrix Events Ltd., including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labour difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the Event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the Event.

## **5. EVENT ORGANISER RESPONSIBILITIES/LIABILITY**

5.1 Notwithstanding anything in these Conditions the Event Organiser 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 Event Fee paid by the Participant. Without limiting the foregoing, the Event Organiser 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 Organiser, 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 Organiser, 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 aforesaid recourse or claim by whomsoever made. The Participant also agrees to indemnify the Event Organiser 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 wilful misconduct.

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

5.3.1 for death or personal injury caused by the Event Organiser's negligence;

5.3.2 for fraud or fraudulent misrepresentation; or

5.3.3 for any matter which it would be illegal for the Event Organiser 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 Organiser, and where such intellectual property does not automatically vest in the Event Organiser, these Conditions shall constitute a legally binding assignment thereof and/or the Participant shall sign all

reasonable documentation required to give affect thereto. Accordingly, any such recording shall not be used other than for private use without the Event Organiser's prior written consent.

6.3 The Event Organiser will use best endeavours to provide an Event Finish Time Results for the Participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.

6.4 The Participant is made aware that the Event Organiser may make use of drones to produce aerial video and photography. The Participant acknowledges that the drones may fly within less than 30m of the Participant before, during, or after the event and, by agreeing to these Terms and Conditions, authorises this use by the Event Organiser and or their subcontractors.

## **7. GENERAL**

7.1 These Conditions (and the documents referred to therein) 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 therein) 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 any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English Courts.

## **APPENDICES**

## **Yellow Jersey Terms & Conditions for Castle Race Series**

### **YELLOW JERSEY GROUP RACE FEE POLICY WORDING**

This document is a legally binding contract of Insurance between Castle Race Series/Commando Series (**you**) and **us**.

**We** agree to insure **your participants** under the terms, conditions and exceptions contained in this policy wording and outlined in the policy **schedule**. **Your participants** are insured during the **period of insurance** for which **you** have paid, or agreed to pay, a premium and for which **they** have opted in.

Race fee cover starts from the time **your participants** opt in to **your** group policy through to the start time of the **event**.

Unless **we** have agreed otherwise with **you**, this Insurance is governed by English law.

## COVER SUMMARY

This section is intended to provide a summary of the main coverage and exclusions of **your** group insurance policy and is personalised to **your** specific needs. **You** should refer to the main sections of the policy wording and **schedule** for complete pre-contractual and contractual information.

Please take the time to carefully check **your** documentation to ensure **you** have provided the correct details and fully understand **your** obligations pre-contract and throughout **your** policy period. Please contact us if **you** have any questions or to amend the details we hold.

SECTION	WE WILL COVER	EXCESS	WE WILL NOT COVER
<b>Entry Fee Cover</b>	The non-refundable entry cost of the <b>event</b> if <b>your participant</b> has to withdraw due to unforeseen circumstances	NIL	<b>any pre-existing conditions</b> claims submitted more than 14 days after the date of loss any refunds due from the organiser at the <b>date of loss</b> booking fees costs if the organiser or promoter cancels or delays the event for any reason costs if <b>your participant</b> is unable to attend a rescheduled date for the <b>event</b> costs if <b>your participant</b> is unable to provide a doctor's report for an injury or illness within 72 hours of the withdrawal any change in personal or business circumstances

## CLAIMS

Remember that it is a condition of **your** policy that **your participants** must provide all information and assistance we may require during the course of **our** investigations. Failure to do so may result in unnecessary delays and expense being incurred or **their** claim not being paid.

To submit a claim, please click [HERE](#)

## DEFINITIONS

The following words or phrases highlighted by the use of bold print have the same meaning whenever they appear in this document, the **schedule** and endorsements:

<b>Date of Loss</b>	The date <b>your participant</b> first became aware of the incident that caused <b>them</b> to withdraw from the <b>event</b> .
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<b>Event</b>	The race <b>your participant</b> entered when opting into <b>your</b> group policy.
<b>Participant</b>	An entrant in one of <b>your events</b> who has opted in to this group policy.
<b>Period of Insurance</b>	The period for which this policy is in force is shown on the <b>schedule</b> . Race fee coverage starts from when <b>they</b> opt-in to this policy until the start time of the <b>event</b> .
<b>Pre-existing condition:</b>	<p>Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which <b>your participants</b> have ever received treatment (including surgery, tests or investigations by a doctor or a consultant/ specialist or prescribed medication).</p> <p>Any psychiatric or psychological condition (including anxiety, stress and depression) for which <b>they</b> have suffered which <b>they</b> have received medical advice or treatment or been prescribed medication for in the last five years.</p> <p>Any medical condition for which <b>they</b> have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 months, or for which <b>they</b> are prescribed medication.</p> <p>Any disease, illness or injury <b>they</b> are aware of but for which <b>they</b> have not had a diagnosis.</p>
<b>Schedule</b>	The document showing the details of the insured person and the cover provided.
<b>Terrorism</b>	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <p>a) Is committed for political, religious, ideological or similar purposes; and</p> <p>b) Is intended to influence any government or to put the public, or any section of the public, in fear; and</p> <p>c) i. involves violence against one or more persons; or  ii. involves damage to property; or  iii. endangers life other than that of the person committing the action; or  iv. creates a risk to health or safety of the public or a section of the public; or  v. is designed to interfere with or to disrupt an electronic system.</p>
<b>They/Them/Their</b>	<b>Your participants</b> .
<b>United Kingdom</b>	England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.
<b>We/Us/Our</b>	The insurers named in the guidance notes of this policy wording.
<b>You/Your</b>	The insured person named on the <b>schedule</b> whose business is registered in the <b>United Kingdom</b> .

## SECTIONS OF COVER

### SECTION 1 - RACE FEE

#### WHAT IS COVERED

- The non-refundable entry cost of the **event**, up to £500, if **your participant** has to withdraw due to unforeseen circumstances

## WHAT IS NOT COVERED

- ✗ claims submitted more than 14 days after the **date of loss**
- ✗ claims due to **pre-existing conditions**
- ✗ any refunds due from the organiser at the **date of loss**
- ✗ if **they** change **their** mind or have a change of personal or business circumstance
- ✗ if **they** cannot provide a medical report to justify **their** claim, dated within 72hrs of the injury or cancellation
- ✗ any costs if the event organiser cancels, postpones or reschedules the **event**
- ✗ costs if **your participant** is unable to attend a rescheduled date for the **event**
- ✗ claims for fertility or pregnancy-related reasons, unless **they** suffer complications
- ✗ claims due to any Government intervention

## GENERAL EXCLUSIONS

! Claims submitted more than 14 days after the date of loss will not be accepted.

**We** will not pay any element of any claim if it involves any the following causes:

- ✗ any act of fraud or dishonesty, as determined by **us**
- ✗ if the **date of loss** occurred before the **period of insurance**
- ✗ **accessories**
- ✗ professional cycling of any kind
- ✗ **pre-existing conditions**
- ✗ suicide, attempted suicide or deliberate injury to **themselves** or putting **themselves** in unnecessary danger (unless trying to save human life)
- ✗ solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered doctor, or drugs which have been prescribed by a registered doctor and not those prescribed for drug addiction
- ✗ engaging in any criminal act
- ✗ natural disasters
- ✗ financial default,
- ✗ any epidemic or pandemic
- ✗ any act of **terrorism**
- ✗ pollution or threat of pollutant release.

## REFUNDS

### - Refund within the initial 14-day period

Your participants may cancel their cover under your group policy and receive a 100% refund of their opt-in costs, without giving reason, by sending us written notice within 14 days of the date they opted in, or if later, within 14 days of them receiving their contractual documentation. However, we will not refund any of their opt-in costs if they have made a claim.

### - Refund after the initial 14-day period

Whilst your participants may cancel this cover after the 14-day cooling-off period, no refund of their

opt-in costs will be payable.

- Refund if the event is cancelled or postponed by the organiser or governing body  
If the event has been cancelled by the organiser, or a cancellation has been enforced by a governing body, we will refund 75% of your participants' group policy opt-in cost. They must request the refund by emailing [support@yellowjersey.co.uk](mailto:support@yellowjersey.co.uk) within 14 days of the date of the event cancellation, otherwise no refund will be paid. For the avoidance of doubt, the date of cancellation shall begin on the day that Castle Race Series sends participants a written notification via email declaring that an event is cancelled.
- Refund by us  
We may cancel a participant's cover by sending them 7 days' notice to their last known address. We will refund in full, so long as they have not made a claim. If they have made a claim, there will be no refund.

## COMPLAINTS PROCEDURE

It is our intention to give your participants the best possible service. If they have any questions or concerns about this insurance or the handling of a claim, they should contact us using the details below:

Yellow Jersey, Prospero, 73 London Road, Redhill, Surrey, RH1 1LQ | Tel: 0333 003 0600 | Email: [support@YellowJersey.co.uk](mailto:support@YellowJersey.co.uk).

If it is not possible to reach an agreement, they have the right to make an appeal to the Financial Ombudsman Service. This also applies if they are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. They may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR | Tel: 0300 123 9123 | Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). The above complaints procedure is in addition to your statutory rights as a consumer. For further information about their statutory rights contact their local authority Trading Standards Service or Citizens Advice Bureau.

## GUIDANCE NOTES

This insurance is Underwritten by AWP P&C SA and administered in the UK by AWP Assistance UK Ltd trading as Allianz Assistance.

AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority.

AWP P&C SA is duly authorised in France and the United Kingdom and subject to limited regulation by the Prudential Regulation Authority and the Financial Conduct Authority.

## SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## FINANCIAL SERVICES COMPENSATION SCHEME

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

## DATA PROTECTION NOTICE

**We** care about **your** personal data. The summary below and **our** full privacy notice explain how Allianz Assistance protects **your** privacy and uses **your** personal data. **Our** full privacy notice is available at [www.allianz-assistance.co.uk/privacy-policy-and-cookies/](http://www.allianz-assistance.co.uk/privacy-policy-and-cookies/). If a printed version is required, please write to Legal and Compliance Department, Allianz Assistance, 102 George Street, Croydon CR9 6HD.

### How will we obtain and use your personal data?

**We** will collect **your** personal data from a variety of sources including:

- Data that **you** provide to **us**; and
- Data that may be provided about **you** from certain third parties, such as vehicle recovery operators in the event of a breakdown.

**We** will collect and process **your** personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with **you**;
- Informing **you** of products and services which may be of interest to **you**.

### Who will have access to your personal data?

**We** may share **your** personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;
- Organisations who **we** deal with which provide part of the service to **you** such as **your** car hire company;
- To meet **our** legal obligations including providing information to the relevant ombudsman if **you** make a complaint about the product or service that **we** have provided to **you**.

**We** will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us** **your** consent to do so.

### How long do we keep your personal data?

- **We** will retain **your** personal data for a maximum of seven years from the date the insurance relationship between **us** ends. If **we** are able to do so, **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

### Where will your personal data be processed?

- **Your** personal data may be processed both inside and outside the European Economic Area (EEA).
- Whenever **we** transfer **your** personal data outside the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

### What are your rights in respect of your personal data?

**You** have certain rights in respect of **your** personal data. **You** can:

- Request access to it and learn more about how it is processed and shared;

- Request that **we** restrict any processing concerning **you**, or withdraw **your** consent where **you** previously provided this;
- Request that **we** stop processing it, including for direct marketing purposes;
- Request that **we** update it or delete it from **our** records;
- Request that **we** provide it to you or a new insurer; and
- File a complaint.

#### **Automated decision making, including profiling**

**We** carry out automated decision making and/or profiling when necessary.

#### **How can you contact us?**

If you would like a copy of the information that **we** hold about **you** or if **you** have any queries about how **we** use **your** personal data, **you** can contact **us** as follows:

- By post: Data Protection Officer, AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD

## **FRAUD PREVENTION AND DETECTION**

In order to prevent and detect fraud **we** draw to **your** attention in accordance with Data Protection Legislation, the fact that **we** may at any time record and monitor telephone calls for the purpose of detecting fraud & deception. **We** may also pass **your** details through any number of data sharing/fraud prevention Agencies such as Hunter and CIFAS.

**Your** Insurance cover details may be added to the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd and the Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers. It is a condition of **your** policy that **you** must tell **us** about any incident (such as an accident or theft) whether or not it gives rise to a claim as soon as possible. **We** will pass information relating to it on to these Agencies. If **you** or anyone acting on **your** behalf gives **us** false or inaccurate information and **we** suspect fraud, all benefits under this policy will be void. The matter will be recorded with the above Agencies and pursued in accordance with the law.

**We** may share information about **you** with **our** associated and subsidiary companies. Other organisations may also use and search these records in their effort to combat fraud and undertake credit searches.

The **company** wishes to make it clear that the vast majority of honest Policyholders suffer as a result of a few. **Our** aim is to provide the best possible service to the genuine customer. Through the use of these systems and certain interview techniques, **we** are able to address fraud in such a manner that enables **us** to keep premiums competitive.

**Published 03/12/2025**

## **Alzheimer's Research UK Terms and Conditions for Castle Race series / Commando Series**

By applying for a Charity Place in a sporting event with Alzheimer's Research UK ("ARUK") you accept and agree to abide by the following terms:

The following provisions apply to all entrants participating in a sporting event to raise money for Alzheimer's Research UK (ARUK) only:

## **Registration**

1. As Alzheimer's Research UK has a limited number of Charity Places in sporting events, ARUK cannot guarantee that your application will be successful. All successful applicants will be contacted by a member of the Sporting Events team.
2. If successful, you may need to confirm your Charity Place with ARUK by paying a registration fee. If applicable, your registration fee must be paid to confirm your Charity Place. Failure to pay your registration fee in the allocated time specified in your welcome email could result in you losing your Charity place.
3. If you are required to pay a registration fee for an ARUK Charity Place as part of the application process, we regret that we are unable to refund any payment unless your application is unsuccessful.
4. Your registration payment is non-refundable and non-transferable and does not count towards your fundraising target.
5. If you are granted an ARUK Charity Place, please note this place is non-transferable. Any attempt to transfer your Charity Place may result in this place being lost, but you will not be entitled to a refund if you have paid a fee for your Charity Place.
6. We reserve the right to refuse any application at our absolute discretion, without providing reasons for doing so.

## **Fundraising**

1. Obtaining Charity Places in sporting events often requires an investment from ARUK. By applying for a Charity Place in any sporting event with ARUK, you agree to meet the minimum sponsorship amount as specified on each ARUK third party event webpage.
2. Gift Aid is in addition to the minimum sponsorship amount and cannot be counted towards it.
3. Participants must reach at least 50% of their fundraising target no later than 6 weeks before the Event. For anyone registering within 6 weeks of the Event, 50% of the target must be raised within 2 weeks of registration.  
If these thresholds aren't met, the organiser may either remove the Participant from the Event or require them to cover the cost of their Charity Place.
4. All monies raised as part of your pledge must be paid to ARUK within 6 weeks of the event date. If a deficit to the minimum sponsorship amount remains after this time, ARUK may work with you on a case-by-case basis to address the shortfall. ARUK may contact you and require you to pay the difference if no resolution is reached.
5. All donations raised through fundraising on behalf of the individual must be paid directly to ARUK.

## **Event Organiser**

1. The event is not organised by ARUK, but by a third-party company who are responsible for the operation and management of the event. You must adhere to the rules outlined by the event organisers.

ARUK's liability for (1) cancellation of the sporting event and (2) any loss, damage or injury acquired as a result of taking part and/or as a result of cancellation of the sporting event is excluded to the fullest extent permitted by law.

2. It is your responsibility to read, agree and accept any terms and conditions issued by the event organiser and to comply with these. Failure to do so may terminate your Charity Place with ARUK. ARUK reserves the right to revoke a Charity Place if terms are breached, subject to a review of the circumstances.
3. If your application is successful, ARUK may need to pass your data on to the third-party event organiser to complete your registration on their entry registration system (console). Further details will be provided by ARUK and the 3rd party event organisers, closer to the event date.
4. ARUK will send three prompts (two emails and a phone call) to complete your registration with the 3rd party event organiser. If you fail to complete this entry form by any deadline specified, you may lose your Charity Place in your event. No refund will be given.
5. All ARUK participants must meet the minimum age requirements as specified by the 3rd party event organiser. Failure to do so will result in you being unable to take part and no refund will be given.
6. By taking part in the event you do so at your own risk. Agreeing to these terms and conditions confirms you are aware of the nature of the event and the medical and physical risks involved with taking part. We recommend participants arrange their own insurance to cover potential injuries, losses, or other unforeseen circumstances. ARUK are not responsible for any injury or illness you may suffer before, during or after the event.

#### **Withdrawals/Deferrals**

1. You can withdraw from your Charity Place in the sporting event at any point by emailing [sportingevents@alzheimersresearchuk.org](mailto:sportingevents@alzheimersresearchuk.org) or by calling 0300 1115555. No withdrawal fee will be payable to ARUK, however we regret that we are unable to refund any registration payment or sponsorship that you may have raised for or paid to ARUK prior to your withdrawal.
2. If you have purchased a Charity Place but need to withdraw from the sporting event, ARUK cannot guarantee that your Charity Place will be deferred to the following year. You may need to re-apply for a Charity Place and you may be required to commit to the sponsorship pledge that is set for the following year.
3. Deferrals requests will be considered on a case-by-case basis, based on one, or more, of the following:
  1. You have reached fundraising milestones and you're on track to raise our minimum sponsorship target.
  2. You have to withdraw due to exceptional circumstances.

3. You have been in contact with the ARUK fundraising team during the event journey and have let us know about your withdrawal at the earliest opportunity.
4. A deferred Charity Place can only be deferred for a maximum of 1 year unless you are pregnant or postpartum (subject to availability). Your Charity Place can only be deferred to the consecutive year's event. If the participant still cannot take part in that consecutive year, then Alzheimer's Research UK cannot offer the participant the option to defer for a following year, irrespective of the above considerations. The Charity Place is given back to Alzheimer's Research UK and the participant will have to register/apply again to participate.
5. If you're successful in confirming a deferred event Charity place, you may be required to pay a deferral fee to confirm your Charity Place. You may also be required to commit to the sponsorship pledge that is set for the following year.
6. Failing to participate in any 3rd party event, for any reason, will not result in that entry being deferred to future races.

## **General**

1. Any images, videos, audio or quotes we collect from you in connection with your participation in or fundraising for the sporting event may be used by ARUK on social media, the ARUK or third-party websites and in future marketing materials or other publications. If you would like your image removed, please contact [fundraising@alzheimersresearchuk.org](mailto:fundraising@alzheimersresearchuk.org)  
We will aim to remove all images within 10 working days.
2. You have provided ARUK with information about you and you agree to us using this data. ARUK will process your data in accordance with GDPR and retain it for no longer than necessary for the purposes of managing your participation in this event. You understand that it may be necessary for us to share the data with the race organisers in order to participate in this event. For further information about how we collect and use personal data, please refer to the ARUK privacy policy.
3. In no event shall we be liable to you whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with these terms and conditions for any direct or indirect (i) loss or damage, (ii) loss of profit, loss of reputation, (iii) loss of business, (iv) loss of revenue or goodwill, (v) loss of anticipated savings, (vi) pledges made on your behalf or by you to charity, or (vii) any consequential or indirect loss, regardless of whether the loss or damage (a) would arise in the ordinary course of events, (b) is reasonably foreseeable, or (c) is in contemplation of the parties, or otherwise.
4. This includes but is not limited to harassment, bullying, discrimination, or other inappropriate conduct. ARUK reserves the right to remove participants who fail to adhere to these standards.
5. On confirmation of your Charity Place you will be invited to join one of our sporting Facebook groups. We have the right to use any material posted on the groups in our marketing materials or future communications. We reserve the right to remove or hide any content posted on these groups with no reason given.
6. We have strived to ensure that the information provided in relation to the sporting event is accurate

at the time of publication, timely, unbiased and useful. However, no information provided by ARUK or any third parties should be treated as medical guidance or professional advice. We are not responsible for errors or omissions in the information provided nor any actions resulting from the use of such information, and ARUK makes no warranty of any kind, either express or implied, with respect to this information. Use of the information provided is voluntary.

7. We ask that you avoid behaving in anyway which may cause offence or damage to the reputation of ARUK or by behaving in a way which may cause harm or injury to other spectators and/or participants.

These terms and conditions shall be governed by English law. Any dispute arising under or in connection with these terms and conditions shall be referred for determination to the exclusive jurisdiction of the English courts.