# **HUUB Triathlon Relays**

## Terms & Conditions 2023

Tri Society

#### **Parties**

The following 'Terms & Conditions' relate to the events listed within the appendix and are organised and promoted by 'Tri Society'.

#### **Terms**

The above-named organisation from this point forward will be referred to as 'The Promoter'. All teams both prospective and successful from this point forward will be referred to as 'The Team'.

From the moment that the above Promoter starts to organise an event, there is a considerable amount of work, expense and risk. Each event takes many hundreds of hours of forward planning, thousands of pounds of expense, as well as financial risk.

As with all companies incurring overheads such as premises, staff, marketing, equipment, insurance, websites, etc, financial planning is an integral part of event management and promotion. As such we endeavour to ensure that we can cover unexpected 'on costs' so as to provide a secure footing for all events promoted. The following 'Terms & Conditions' are set in place to ensure that we continue to provide teams with safe and enjoyable events, year on year.

#### 1: Conditions of Entry

By entering the event as made available on the www.trisociety.co.uk website, teams are agreeing to abide by the following 'Terms & Conditions' as outlined below.

#### 2: Confirmation of Entry

Satisfactory completion of a transaction through the online payment system confirms the team's place in the event.

#### 3: Race Information

All necessary Race Information pertaining to the events are published on www.trisociety.co.uk. Please note that details of individual events as published on race specific entry forms, provisional race information or FAQ's are subject to change. Updated details of any alterations to Provisional Race Information initially issued will be made available on www.trisociety.co.uk no later than 5 days prior to the event date. It is the responsibility of the team to ensure they have accessed the relevant information relating to their event.

# 4: Team Withdrawal / Credit Policy

If for 'any reason' the team who has already successfully entered an event find themselves unable to race and wishes to withdraw from the event, the team must inform 'The Promoter' in writing. This should be done initially via e-mail to 'hello@trisociety.co.uk' with the subject title 'Withdrawal'.

Please note athletes CAN NOT withdraw via social media.

Teams should receive a confirmation of their withdrawal within 5 working days.

Teams who inform the events office in writing of their wish to withdraw a team / teams before 1<sup>st</sup> July 2023 will receive a 'Refund' to the value of 75% of the original their entry fee.

Teams who inform the events office in writing of their wish to withdraw a team / teams before 1st August 2023 will receive a 'Refund' to the value of 50% of the original their entry fee.

Teams who inform the events office in writing of their wish to withdraw a team / teams before 11<sup>th</sup> August 2023 will receive a 'Refund' to the value of 25% of the original their entry fee.

Teams who inform the events office in writing of their wish to withdraw after 11<sup>th</sup> August, will NOT receive any type of refund whatsoever.

#### 5: Attempted Swapping of entries

Please note that the swapping of entries between teams is strictly. The consequences of attempting such an undertaking by any team is so serious in jeopardising the continuation of events that any team found to have passed their entry to another team and any team found to have taken up that entry will both be banned for life from all future events organised by the Promoter.

#### 6: Transfer of Entry and Deferral

Teams are not permitted to transfer their entry to either another event or defer their entry to the following season. Teams are instead, requested to follow the guidelines as outlined in the 'Team Withdrawal / Credit Policy' section as outlined above.

#### 7: Registration

Details of race registration times relating to specific events will be posted on confirmed race information. All teams are required to attend registration within the times specified. Teams who do not attend registration within these times will not be allowed to race, and will lose their right to a place in that event.

#### 8: Photography

The promoters maintain the right to use images and photographs taken by their contracted photographers and employees at the event without informing the team. These images can be used for promotional purposes as undertaken by the promoters and their partners, which will cover a range of possible uses including advertising, press and media, printed information items, editorial coverage and any other promotion directly related to the promoters or their sponsors.

By entering the event, you are granting permission for your Name, Surname and Club/Team stated during the entry process to be displayed on the entries & results section of www.trisociety.co.uk

### 9: Prizes

Prizes at each event will be awarded in various categories as outlined in the Final Race Information documents, where possible teams who are awarded a prize should attend the presentation in order to receive it.

#### 10: Late Entries

If there are still places available after the closing date, teams must include an additional fee to cover additional administration work as outlined on the entry system.

#### 11: Event Cancellation, Alteration and Timings

The Team acknowledges and accepts that circumstances concerning the Event may change from time to time for reasons outside of the Promoter's reasonable control or otherwise.

The Promoter may cancel the Event due to circumstances beyond the reasonable control of the Promoter including, without limitation, (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, or threats thereof; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government, public authority or governing body, including without limitation imposing any advice or restriction against events or gatherings, export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers or subcontractors (including any venue); and/or (ix) interruption or failure of utility service.

In the event of cancelation for any of the above, the Team will not be entitled to any refund of: (i) the entry fee; (ii) any Registration Platform processing fees; or (iii) any other losses, such as travel or accommodation expenses.

If the Promoter cancels for any other reason, the Promoter shall, to the extent possible, provide a free transfer to another of the Promoter's events.

The Promoter reserves the right to change the date of the Event. In the event of such change of date of the Event, and if the Team is unable to attend on the revised date, they have 7 days to inform the Promoter in writing from when the change in date is announced to receive a refund of their entry fee (excluding any Registration Platform processing fees).

The Promoter reserves the right to alter the start time of the Event. In the event of a change of start time the Team will be notified of the revised start time with as much notice as reasonably practicable. The Team acknowledges that if the Event will have an earlier start time, it is the Team's responsibility to ensure that they arrive at the time allocated to them. No refund in full or in part shall be made for any change in start time for the Event provided the Event takes place on the specified date of the Event.

The Promoter reserves the right to amend the Event format, including changing the course and the distance, at its sole discretion. If the Event format, course or distance, is changed the Team will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course or distance.

# 12: Right of refusal for entry

The Promoter maintains the right to refuse or revoke entry to any team, where they believe that accepting the entry could negatively affect the event, the promoting organisation, their sponsors, associates, staff or volunteers. This right of refusal extends to include applications where acceptance is considered by the promoters to be likely to infringe upon the enjoyment of any persons connected with the event, including staff, marshals, volunteers & other competitors. This includes unnecessary negative remarks on social media.