

# Superheroes Terms and Conditions

## ASSUMPTION OF RISK, LIMITATION OF LIABILITY AND INDEMNITY AGREEMENT

**PARTICIPANTS:** READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

### Definitions

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

“Cut-off Times” means the limit on the time taken to complete sections of, or the entirety of, any Event as notified to Participant’s in accordance with these Conditions.

“Entry Fee” means the price of entry into the Event with such sum being fully inclusive of VAT.

“Entry Form” means the form submitted for entry to the Event and submitted through the Race Nation Website.

“Event” or “Events” means any event(s) listed on the Organiser’s Website including, in particular, the specific Event(s) detailed on a Participant’s Entry Form and in their Confirmation Email.

“Race Nation” means Race Nation Ltd First Floor, Windward House, La Route de la Liberation, St Helier, Jersey, JE1 1BG “Race Nation Terms and Conditions” means the terms and conditions governing your transaction and contractual relationship with Race Nation and which can be found at [www2.race-nation.com/](http://www2.race-nation.com/)

“Race Nation Website” means [www2.race-nation.com/](http://www2.race-nation.com/) “Event Information” means any and all information relating to the Event which is provided by the Organiser in relation to the Event and made available in any format whatsoever.

“Group Company” means the ultimate holding company of the Organiser (being Superhero Series Limited (registered number 10312457) and all subsidiary companies of that holding company.

“Organiser” means Superhero Series Limited trading as a company incorporated and registered in England and Wales with company number 10312457 and its registered office at 122 Feering Hill, Colchester CO5 9PY

“Organiser’s Website” means [www.superheroseries.co.uk](http://www.superheroseries.co.uk)

“Participant” means the person(s) named on the Entry Form and who will be participating in the Event in accordance with these Conditions and includes any person who will be assisting that person partake in the Event.

“we, “us” and “our” means the Company including any successors in title and assigns.

“you” each Participant (and associated person) as detailed on the Entry Form and who intends to compete or in any way participate in the Event.

“Virtual Event” means not physically existing as an event but through technical platforms to allow participants to work together

## Acceptance of Conditions and Conditions of Entry

It is a condition of entry to the Event that these Conditions are accepted and all Participant(s) expressly agrees to abide by these Conditions. The person submitting the Entry Form (the “booker”), whether the Participant(s) or someone on behalf of the Participant(s), must be 18 years old or over and possess the legal capacity and authority to submit the Entry Form and accept these Conditions on behalf of everyone associated with their Entry. Each Participant shall be deemed to have accepted these Conditions upon the completion and submission of the Entry Form.

## Team Races

By entering the Event you accept that the Organiser shall use email to communicate with you and you agree to receive emails regarding the Event and accept that it is your responsibility to ensure that the email address you provide on the Entry Form is correct and valid.

The Organiser cannot be responsible if Event Information does not reach you via email. You are advised to ensure that you can receive emails from the Organiser and, by way of example only, should consider adding the following email

hello@superheroseries.co.uk to your email address book. You agree and accept that participation in each Event and related activities is subject to:

these Conditions;

any and all Event Information as notified or made clear by the Organiser;  
all written terms, the Rules and Regulations (see below) and all information which may be displayed at the site of the Event and/or on the Organiser's Website; and  
all directions, instructions and decisions of the Organiser on the day of the Event.

## **Taking part for a charity**

Entry to the Event will be acknowledged via the Confirmation Email (see below). You understand that if you are taking part to raise money for a charity you should not enter into any sponsorship raising until you have received the Confirmation Email.

By accepting a charity place for the Event or by choosing to raise money for a charity during the entry process you consent to the Organiser making your contact details available to the charity concerned.

## **Bookings and Payments**

Signing-up to participate in an Event requires the creation of an account and registration through the Race Nation Website which is a third party website owned and operated by Race Nation. The information you provide to Race Nation to register for the Event will be shared with us and used by us in accordance with our Privacy Policy ([www.superheroseries.com/privacy-policy](http://www.superheroseries.com/privacy-policy)). You must ensure you review our Privacy Policy to be informed of how we use registration information received by you.

Please be aware that Race Nation may have its own terms and conditions, website terms of use and privacy policy and you are advised to check and consult the same before completing an Entry Form. We are not responsible for your Race Nation account and/or the information you submit to Race Nation (via the Race Nation website or otherwise) and you must contact Race Nation for any issues with your Race Nation account. You are advised to carefully check the Race Nation Terms and Conditions.

In consideration of being granted the right to participate, the Participant must complete the Entry Form and pay the Entry Fee set out on the Entry Form. The Participant shall not be eligible or entitled to participate in the Event until full payment of the Entry Fee has been received.

Except in accordance with these Conditions the Participant acknowledges that the Entry Fee is non-refundable and, in all circumstances, any booking fee and credit card fees are non-refundable.

## **Confirmation of Entry**

An acceptance email will be sent within 48 hours of the date of submission of an Entry Form confirming your entry to the Event (the "Confirmation Email"). If a Confirmation Email is not received within this timeframe the Participant is responsible for contacting the Organiser via email to [hello@superheroseries.co.uk](mailto:hello@superheroseries.co.uk) to confirm their entrance. No Participant is deemed accepted onto the Event unless and until they receive a Confirmation Email and it is the responsibility of the Participant to ensure their Entry Form is duly accepted. The Organiser does not accept responsibility for IT failures, entries lost, damaged or delayed and proof of transmission, posting or sending will not be accepted as proof of receipt.

It is the Participant's responsibility to inform the Organiser if any of their details are incorrect so they can be corrected by the time the Event closes to entries. The Organiser cannot guarantee that any changes can be implemented if they are received after the Event has closed for entries.

Under no circumstances are Participants permitted to transfer their entry to another Event, another year, or to another individual and you agree that you are strictly prohibited from swapping, selling or transferring your place in any Event or allowing any other person to participate in the Event in your place. If found to be in breach of this clause the Organiser reserves the right to exclude you from participation in the Event and any future events and no refunds will be provided.

Participants who no longer wish to take part in the Event are required to contact the Company in accordance with these Conditions.

## **Participation**

The Participant acknowledges that participation in the Event is physically strenuous and demanding and the Participant is aware of the nature of the Event and aware of, and accepts, the inherent medical and physical risks involved.

Inherent risks are those risks which cannot be eliminated completely by the Organiser regardless of the care, measures and precautions taken by the Organiser.

The Participant hereby confirms that they are healthy and fit enough (both physically and medically) to participate in the Event, inclusive and with due and appropriate consideration of, their disabilities. The Participant further agrees and accepts that they are solely responsible for his/her actions and the 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 Organiser) and subject to the content of these Conditions.

You understand and accept that it is your responsibility to, and indeed you are hereby expressly encouraged by the Organiser to, consult with your general practitioner prior to participating in the Event to ensure that you are fit and well enough to take part and that your participation will not pose any unusual or serious risks to your health and well-being.

By entering the Event you certify that you have no known or knowable physical or mental conditions that would affect your ability to safely participate in the Event or that would result in your participation creating a risk of danger to yourself or to others.

The Participant accepts that should any medical or physical condition arise prior to the Event which is likely to affect their ability to compete then this will be reason to withdraw from the Event in accordance with these Conditions. It is acknowledged and agreed that withdrawal for the reasons stated in this clause is a condition of the acceptance of entry to the Event.

The Participant confirms that they will not be under the influence of alcohol or any non-prescription drugs during the participation in the Event.

The Participant agrees to abide by all applicable rules and regulations. 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 relevant Rules and Regulations. The Organiser is also entitled to impose additional Event rules upon the Participant from time to time which will form part of these Conditions.

The Organiser reserves the right, at any time, to remove Participants from the Event or prevent Participants participating in the Event if, in the Organiser's sole discretion, it considers such action necessary for safety reasons or the proper

enjoyment of the Event by other Participants and/or the Organiser believes that the Participant has disobeyed any applicable rules, the Rules and Regulations and any and all directions of the Organiser and/or the Participant's behaviour endangers safety of themselves or any other person and/or for any other reasonable reason including. No refund of the Event Fee shall be made for the removal from/prevention of commencement of the Event for any of the above reasons and/or 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.

All decisions and rulings by the 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 the Organiser or its appointed stewards, marshals, and any other safety and Event personnel. The Participant acknowledges and agrees that the 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.

We ask participants in groups of three or more not to wear commercially branded kit with intention of commercial gain, for example branded T-shirts, unless they are a sponsor or corporate friend of the Superhero Series. If you have any questions regarding this point, please contact the office on 01306 627 301.

## **Event Equipment and Maintenance**

The Participant accepts and acknowledges that it is their responsibility to provide all necessary equipment for their participation in the Event and must certify to themselves that use of the same will comply with these Conditions. In particular you agree and accept that use of your own equipment for participation in the Event is at your own risk and you are responsible for ensuring it is adequate, maintained in good working order and otherwise safe, suitable and appropriate for your participation in the Event and is compliant with all applicable Rules and Regulations. For the avoidance of doubt this includes, but is not limited to, the provision and use of a roadworthy bicycle, helmet, other safety requirements and, if applicable, a wetsuit.

## **Event Information**

All Event Information will be published on the Organiser's Website. In addition any advance changes / alterations to the Event will be sent by email to the Participant's designated email address. It is the responsibility of all Participants to ensure they are aware of all information relating to the Event.

The Participant accepts that the Organiser reserves the right to amend the Event including, but not limited to, altering the course distance, change the course, or make any other amendment to the Event that they deem necessary to stage the Event (including, but not limited to, changing the Event from a triathlon to a duathlon or other suitable race format). Any change to the Event will be communicated to the Participant prior to the commencement of the Event. In particular, but not limited to, the Organiser reserves the right to alter the start time of the Event. In the event of a change of start time the Participant will be notified of the revised time with as much notice as is reasonably practicable. For the avoidance of doubt no refund (in full or in part) shall be made for any change to the Event provided that the Event takes place on the specified date of the Event.

The Organiser reserves the right to change the date of the Event. In the event of such change of date of the Event, and the Participant is unable to attend on the revised date, he/she has 14 days to inform the Organiser in writing from when the change in date is announced to receive a refund of their Entry Fee.

During the course of the Event the Organiser may provide food products to Participant's. Acceptance of the same is at the option of the Participant and the Organiser cannot be held responsible for any issues resulting from the consumption of such food products including, but not limited to, issues arising from a Participant's food allergies. Please note that such food products may contain or have traces of nuts and nut oils or may have been made alongside other products containing nuts.

The Organiser will use its reasonable endeavours to provide each Participant an Event finish time however it cannot be held responsible for any computer result anomalies or any technical malfunctions whatsoever.

## **'Virtual Event' Race Pack and Prizes**

Every participant will receive a race pack. These race packs will be sent to all participants in time for the start date of the event which is the 23rd July 2022. None will be received before the 4th July 2022. Any bookings made after the 23rd of July 2022 will be posted out to participants as quickly as we can and within 72



hours of the booking being received. If this is not possible you will be notified within 24 hours. The Organiser reserves the right to change the style, size and type of mementos offered in the race pack.

The Organiser reserves the absolute right and absolute discretion to determine if, over and above any finisher's packs, it is to award any prizes to any Participant's or indeed any other form of award.

## **“Live Event” Finisher Pack and Prizes**

Every participant will receive a finisher's pack. The Organiser reserves the right to change the style, size and type of mementos offered in the finishers pack.

The Organiser reserves the absolute right and absolute discretion to determine if, over and above any finisher's packs, it is to award any prizes to any Participant's or indeed any other form of award. For the avoidance of doubt if prizes are to be awarded their collection on the day of the Event is the responsibility of each Participant and no prizes will be forwarded to any prize winner post the Event and any uncollected prizes shall be deemed as forfeited and the prize will not be awarded

## **Withdrawal or Alterations**

From the moment we begin to organise the Event, we start to incur costs. Your Entry Fee is invested into the cost of staging the Event and organising any Event requires a considerable amount of forward planning, risk and expense. You acknowledge that places are limited and payment of the Event Fee and reservation of the place has an effect on logistics and the subscription for the Event. Accordingly, subject to the provisions of these Conditions, You accept and accept that the Event Fee is non-refundable.

In the event the Event Organiser withdraws the offer of a place to the Participant in the Event 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 no refund shall be made unless otherwise set out in these Conditions).

## **Event Organiser Responsibilities/Liability**

Notwithstanding anything in these Conditions the 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 Organiser will not be liable for any actions of any spectators or other third parties unless otherwise set out herein.

Accordingly the Participant hereby expressly and irrevocably renounces the right to any recourse or claims whatsoever against the 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 to indemnify and hold harmless the 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 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.

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

for death or personal injury caused by the Event Organiser’s negligence;  
for fraud or fraudulent misrepresentation; or  
for any matter which it would be illegal for the Organiser to exclude or attempt to exclude liability.

## **Publicity and Intellectual Property**

The Participant hereby accepts and irrevocably consents to:  
his/her appearance in the Event being filmed, recorded, incorporated 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 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.

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 Organiser, and where such intellectual property does not automatically vest in the 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.

We ask participants in groups of three or more not to wear commercially branded kit with intention of commercial gain, for example branded T-shirts, unless they are a sponsor or corporate friend of the Superhero Series. If you have any questions regarding this point, please contact the office on 01306 627 301.

## Data protection

Any personal data provided by you and provided to us will be used solely in accordance with current UK data protection legislation and our Privacy Policy ([www.superheroseries.co.uk/privacy-policy](http://www.superheroseries.co.uk/privacy-policy)) and will not be disclosed to a third party without the individual's consent. By providing the Organiser with your personal data you consent to the Company transferring your personal data to countries or jurisdictions which do not provide the same level of data protection as the UK. If the Company does make such a transfer it will, if appropriate, put a contract in place to ensure that your personal data is protected.

By entering the Event, the Participant agrees to receive future marketing communications from the Organiser and any Group Company, including without limitation on offers of goods and services, brochures, products, forthcoming events or competitions, which may include information by email, post and/or SMS. If you do not wish to be contacted for future marketing, please write to the Organiser at its address detailed above with the message "OPT-OUT". Your personal information will be used in accordance with the terms of our Privacy Policy which can be found at [www.superheroseries.co.uk/privacy-policy](http://www.superheroseries.co.uk/privacy-policy).

You agree that for the purposes of these provisions personal information includes medical data collected for health and safety purposes. Medical information will only be used to allow medical assistance to be given on the date of the Event.

You further agree that your personal information and data may be used by the Organiser and our event partners in connection with the compilation of statistical information and to improve health and safety procedures at future events.

## General

These Conditions (and any 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.

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 Organiser. The Participant represents and warrants that their entry to the Event is purchased for personal use only, that it cannot be donated free of charge or otherwise given away for free and that it is not purchased as part of any form of business or commercial activity (save as expressly authorised by the Organiser), and in particular, that the entry to the Event 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. Donation, give away, resale or attempted resale is grounds for cancellation without refund or other compensation.

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.

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.

The Participant acknowledges and accepts that circumstances concerning the Event may change from time to time for reasons out of the Organiser's reasonable control or otherwise, without the Event Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant save as otherwise set out in these Terms and Conditions. By way of example, and for illustration purposes only, car parking arrangements or rules regarding equipment may arise/change but such changes/issues will not allow the Participant to withdraw and nor will the Organiser be deemed liable except as otherwise set out herein.

Notwithstanding the above, and by way of example only, the Organiser reserves the right to amend the format of the Event or cancel the Event due to circumstances of Force Majeure or for any safety related reason. If such an occurrence results in the Event being cancelled the Organiser shall provide the Participant with a full refund, less an administration charge of £5, with no further liability whatsoever arising from such cancellation.

For the purpose of these Conditions "Force Majeure" shall mean an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; terrorism; law, judgment, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone service; failure of the transportation of any personnel equipment, machinery supply or material required by the Organiser for the provision of services.

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.

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.