

Corporate Relay Conditions of Entry

“ME Rules” means the rules as made available to participants on the Corporate Relay website (as the same may be amended from time to time). “ME” means Mullenbach Events Ltd, a company registered in England and Wales. “Company” means the company, partnership or public sector organisation that enters a team of participants and spectators into an Event. “Conditions of Entry” means these terms and conditions of entry for the Event. “Entry and or registration Form” means the entry form on the Corporate Relay/Active website or the form emailed to the company representative (or if sent digitally or by fax, on the foregoing page). “Event” means an official competition staged by ME or its authorised agents. “Fees” means the total entry price for all teams, participants including spectators attending the event and additional items bought along with the entry race entry, associated to the event. “Participant” means an employee of a Company (or other individuals who are attending the event associated to the Company) who is a competitor or spectator in an event. “Participant’s Medical Waiver and Consent Form” means the same named forms made available to the participant during the registration process. “Team” means a group of participants who form a team to complete the race.

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1. PARTICIPATION AND COMPANY OBLIGATIONS

1.1 The participant agrees to abide by the ME Rules and hereby confirms that it has read and understood the same and furthermore will procure that they abides by any applicable ME Rules. The participant shall not be entitled to a refund of the fees or any part thereof or any other form of compensation of any kind if a team or individual participant is disqualified from an event by ME as a result of an infringement of the ME rules.

1.2 The participant acknowledges that participation in an event will be physically strenuous and shall ensure that they are physically capable of competing in such an event and will sign their medical waiver and consent form prior to the event. The consent form will be attached to your race registration entry.

1.3 Only participants who have signed the participant’s medical waiver and consent form will be allowed to take part in the event. It is the responsibility of the participant to ensure they have signed the medical waiver and consent form prior to the start of the race.

1.4 While ME endeavours to take care with the staging of events, the participant acknowledges that personal accident insurance in relation to the participant's or spectator person or property is the responsibility of the participant and/or the individual participant as the case may be.

1.5 Race captains will ensure all participants abide by the rules of the event.

2. BOOKINGS AND PAYMENTS

2.1 ME must receive full payment of race entries prior to the Event. No cheques will be accepted as a form of payment. ME reserves the right to offer your place to another participant if full payment is not received.

2.2 The participant must complete the registration Form prior to the start of the race. If the registration form is not completed prior to the Event, ME shall have the right, to refuse the participant the right to participate in the event. In such circumstances, ME shall be entitled to retain the fees paid by the participant to ME in respect of the Event.

2.3 The participant, spectators and Teams shall not be eligible to compete in an event until full payment of the Fees has been received. No payment shall be deemed to have been received until ME has received cleared funds.

3. WITHDRAWALS, CANCELLATIONS AND DEFERRAL

3.1 The participant may seek to withdraw from an event at any time, subject to the following provisions of this clause and the absolute discretion of ME.

3.2, if the participant cancels within fourteen days of submitting the entry form but no later than 4 weeks prior to entering the event, then ME will refund the fees already paid, less any administration costs incurred by ME.

3.3, if the participant withdraws any time 4 weeks prior to the event, ME shall not be liable to refund any of the Fees paid.

3.4 Notice of withdrawal must be by e-mail to info@corporaterelay.co.uk. Withdrawals will not be accepted by telephone or by any other method of service.

3.5 ME reserves the right to change the event format, date, time and to cancel the event if unforeseen circumstances arise. If an event is cancelled by ME for reasons beyond ME control, all or part of fees paid may be retained to cover costs for the management, administration and items already purchased for the event.

4. ORGANISERS' LIABILITY

4.1 The aggregate liability of ME in respect of any loss, expense, liability cost or damage of any kind whatsoever suffered by the company and/or each and every participant and spectator which arises out of or in connection with these conditions of entry and/or the event, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the fees actually paid by the participant to ME pursuant to these conditions of entry.

4.2 ME, its officers, employees, agents, affiliates, sponsors, charities or medical advisers shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

4.2.1 Any loss or damage of personal equipment belonging to the Company and/or a Participant.

4.2.2 Any economic losses (including, without limitation, loss of revenues, profits contracts, business or anticipated savings);

4.2.3 Any loss of goodwill or reputation; or

4.2.4 Any indirect or consequential losses in any case whether any of the foregoing was within the contemplation of the parties at the date the participant submitted the entry form and/or were suffered or incurred by the company and/or a participant or spectator arising out of a participant or spectator taking part in the event or any other matter arising under these.

5. PUBLICITY AND RESULTS

5.1 The participant acknowledges that they accept to being photographed, filmed, or recorded by ME (or anyone authorised by them) and the use and reproduction of their likeness in film, brochures or recordings.

5.2 If the participant does not wish to be photographed or otherwise recorded for security or other purposes, the participant shall notify ME in writing and ME will endeavour to stop photographs or recordings of such participants being taken and/or published.

5.3 ME undertakes to make all events results available to companies and participants.

5.4 All decisions and rulings by ME relating to the event are considered final.

6. DATA USE

6.1 ME may use personal information relating to a participant or company submitted through the entry process for any of the following reasons,

6.1.1 To obtain personal information required to enter participant into the event

6.1.2 To gather statistical information for race reporting

6.1.3 To pass onto partner organisations who will require your information in order to process items you have requested/ordered

6.1.4 To send to your organisation to verify your team, working relationship and that they accept your entering the event on their behalf.

6.1.4. Data may also be collected by 3rd party specialist suppliers which will be accessible to ME to gather information required to enter participant's into the race.

6.2 Data we collect includes

6.2.1 Personal contact details such as name, surname, title, address, telephone number, email, work email address, work contact number, job title, gender, next of kin and emergency details, medical information, sporting interests. The reason we collect this data is so that we can process details required to enter you into the race and provide information related to statistical reporting.

6.3 You may request copies of data we hold on you by emailing info@corporaterelay.co.uk. We will require you to supply us details on what information you require. We may also ask for proof of identification when requesting personal information.

7. CLAIMS

7.1 The Company shall procure that no Participant, spectator or Team brings a claim against ME arising out of or in connection with an Event and shall indemnify ME for any losses, costs, damages or expenses of any kind (including reasonable professional fees) which ME may suffer or incur as a result of any such claim and/or the threat thereof. 8.

8. GENERAL

8.1 These Conditions of Entry and the documents referred to in them, 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 in it) 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 this Agreement or not) other than as expressly set out in these conditions of entry.

8.2 Neither ME on the one part nor the participant on the other shall be liable to the other of them for any loss, damage, cost, expense or liability of any kind whatsoever in relation to the event which results from any cause, event or circumstances beyond its reasonable control including without limitation war, terrorist action (or the threat thereof) strikes, flood, earthquake or any other natural disaster, subsidence and adverse weather conditions.

8.3 No amendment of these conditions of entry shall be valid or binding unless made by prior written agreement between the parties hereto and signed by their duly authorised representatives.

8.4 These conditions of entry shall be interpreted in accordance with the laws of England and Wales and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English Courts.

8.5 ME may contact your organization to verify your working relation, inform them of the team you have entered and verify they approve of your team which which will be participating on their behalf.