



Step Up For Shape Up

Event Terms and Conditions 2018

These are the terms and conditions (“Terms and Conditions”) that will govern an individual’s participation in the Step Up for Shape Up event and will, together with the Online Registration Form, the Online Confirmation (each as defined below) and any other terms and conditions referred to herein, form the contract between that individual and the “Organiser”, Watford FC’s Community Sports & Education Trust (“The Trust”).

Applicants for the Vicarage Road Stadium Stair Climb should read these terms and conditions carefully before submitting an application to participate in the Event. By submitting your registration the Participant confirms they have read and agree to the Event terms and conditions. The Event Organiser reserves the right to modify, add or remove event rules at any point.

Definitions

Event – This refers to the stair climbing and challenge event named Step Up for Shape Up and any related activities.

Participant/s – This refers to the individual who has registered to take part for the event.

Event Team – This refers to the event organisers, staff, marshals, volunteers, medical advisors or other event officials.

Event Organiser – This refers to the organising team from Watford FC CSE Trust who manage the event.

1 REGISTRATION, FEES/SPONSORSHIP

1.1 The event consists of climbing up and down over 1750 stairs on foot (“the Event”). The Event is organised by The Trust and shall be referred to in publicity materials, etc. as Step Up for Shape Up.

1.2 Only persons aged 18 years or above at the event date may register for the Event.

1.3 Applicants must pay the registration fee (the “Registration Fee”) and submit a completed online registration form (“Online Registration Form”) to participate in the event.

1.4 All applicants who have successfully registered (hereinafter referred to as “Participants”) will be notified by way of an email confirmation from The Trust confirming that they have been allocated a place to take part in the Event (“Online Confirmation”).

1.5 Places for the Event are strictly limited and therefore applications are subject to availability. The Trust will consider applications from eligible Participants on a ‘first come, first served’ basis (which The Trust shall determine in its absolute discretion) and otherwise in accordance with these Terms and Conditions.

1.6 The relevant date on which each registration is made shall be the date the Participant receives the Online Confirmation. The Trust is not responsible for technical, hardware or software failures, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer/Internet transmissions or other errors or malfunctions of any kind which may prevent receipt by the Trust of an Online Registration Form or receipt by an applicant of an Online Confirmation. For the avoidance of doubt, if, for any reason whatsoever, an applicant does not receive an Online Confirmation, said applicant shall not be considered to be a Participant and the Trust shall not be responsible for the applicant's failed application.

1.7 All Online Registration Forms must be received by The Trust on or before midnight on the Friday two weeks prior to the Event date ("Entry Deadline"). Any Online Registration received by the Trust after the Entry Deadline will not be accepted. This deadline is subject to change if the Event entries are full prior to the above date. The Trust reserves the right to close, disable or remove from its website the Online Registration Form at any time.

1.8 The Event is personal to the Participant accepting these Terms and Conditions, and the Participant undertakes and agrees (i) only to participate in the Event wearing the number assigned to his/her registration ("Participant Number"), (ii) not to authorise or permit any third party to use his/her Participant Number for the Event and (iii) not to sell, transfer or give any other person the right to participate in the Event and/or use their Participant Number, unless in accordance with Clause 2.4.

1.9 Participants must bring photographic ID along with their registration confirmation email.

1.10 If at any time it is discovered that any Participant should have been ineligible to participate in the Event or if participation in the Event should have been refused for any reason whatsoever, The Trust reserves the right to disqualify such Participant from/refuse such Participant entry to the Event. Further, The Trust reserves the right to reject at any time any Online Registration Form which it believes to be fraudulent, or to disqualify at any time any Participant it believes not to have fully complied with these Terms and Conditions from participating in the Event, or in any future Trust events. The Trust shall not be liable in any way to such Participant as a result of any such disqualification or refusal. It is the Participant's responsibility to ensure full compliance with these Terms and Conditions.

1.11 Your registration fee contributes to the cost of the Event, including the cost of medals, first aid provision, staffing etc.

1.12 Registration fees are as follows:

- Full Step (Past or current Shape Up Member) £12
- Full Step (non Member) £15

1.13 Participants acknowledge that the Event is a fundraising event and pledge to raise the minimum sponsorship of £40 per entrant.

2 CANCELLATION, DEFERRAL AND PARTICIPANT TRANSFER OPTIONS

- 2.1 The Registration Fee is non-refundable under any circumstances and is due, on submission of the Online Registration Form. If payment is rejected or not cleared for whatever reason, The Trust reserves the right to refuse registration and entry into the Event.
- 2.2 Any Participant intending to cancel their place in the Event shall inform the Trust as soon as reasonably practicable. The Participant acknowledges that:
- The Registration Fee is non-refundable under any such circumstances;
 - Any requests and/or resulting arrangements for the Trust to return any fundraising to individual donors must be communicated to the Trust by emailing Andrew.garlick@watfordfc.com; and
 - The Trust is not responsible for the losses or costs incurred from the cancellation of a place and exclude and limit all such liability.
- 2.3 It is not possible for a Participant to defer a place from one calendar year to another.
- 2.4 A Participant can transfer their entry to another individual ("Participant Transfer") provided this takes place at least 2 weeks prior to the Event date. Notice of a Participant Transfer must be communicated by the outgoing Participant by emailing Andrew.garlick@watfordfc.com stating clearly the desire to make a Participant Transfer and the full name and email address of the new entrant ("Incoming Participant").
- 2.5 Once the request for Participant Transfer has been received, the Trust will send the Incoming Participant a web link to sign up to the Event and will cancel the outgoing Participant's registration. Payment of the Registration Fee will be taken from the original (outgoing) Participant and is non-refundable in accordance with clause 2.1; it will therefore be a matter for the outgoing Participant and the Incoming Participant to agree privately how that cost should ultimately be shared between them.
- 2.6 It is the participant's responsibility to make the Trust aware of any changes to the information submitted on the Online Registration Form. Failure to do so may impact some of the services made available for you whilst on the Event. A Participant request to change information should be made to the Trust by emailing Andrew.garlick@watfordfc.com.

3 PARTICIPATION

- 3.1 Subject to Clause 3.3 below, the Event will be held on Saturday 28th July 2018.
- 3.2 The Event will take place at Vicarage Road Stadium, Watford, WD18 0ER
- 3.3 **Participants will not go on the pitch or into any unauthorised areas of the stadium at any time during the event for any reason whatsoever.**
- 3.4 If you would like to take part in the Event but have a disability which may limit your ability to participate, please contact the Event team for more information: Andrew.garlick@watfordfc.com
- 3.5 The Trust may need to change the time, date, route and/or format of the Event and to cancel the Event, in whole or in part, due to circumstances beyond the reasonable control of the Trust (including, for example, extreme weather conditions, fire, flood, outbreak of disease, natural disasters, etc.). In such circumstances, the Trust shall inform the

Participant by email of any such change or cancellation. For the avoidance of doubt, the Registration Fee is non-refundable under any such circumstances

- 3.6 The Trust reserve the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason that may render him/her unfit to safely complete the Event. The Participant confirms that he/she will not take part in the Event if he/she is suffering from any contagious illness (in particular diarrhoea or vomiting symptoms) and confirms that he/she will report any illness during the Event to the Event medical team immediately.
- 3.7 Without prejudice to The Trust's right to remove any Participant from the Event due to ill health pursuant to Clause 3.4 above, the Participant acknowledges and agrees that if he/she becomes ill (with an infectious or non-infectious) illness (as determined by the Event medical team) during the Event and are advised by the Event medical team against their continued involvement in the Event, the Participant shall be removed from the Event. The Trust's decision will be based on a fair and non-discriminatory process and in all cases will be deemed final.
- 3.8 A Participant may be disqualified ("Disqualification") from the Event by The Trust if he/she arrives at the Check Point after the designated Check Point closure time (as published by The Trust in the pre-event information guide).
- 3.9 No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be used by any Participant. The Trust and The Trust reserve the right to refuse attendance at, or participation in, the Event by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.
- 3.10 No dogs (except for, at the sole discretion of The Trust, guide dogs) or other animals or pets are permitted at the Event or on any of the Event routes.
- 3.11 As a continuing condition of entry each Participant shall ensure that, for the duration of the Event:
- he/she accepts that they are responsible for their own safety during the Event;
 - The route will be sign-posted; however, he/she remains responsible for navigating themselves from the start to the finish;
 - he/she agrees that they are responsible for their own fitness to take part in the Event, and will consult a doctor prior to the Event to establish that their level of fitness is appropriate if necessary. Pursuant to the medical information the Participant provides on the Online Registration Form, a medical representative of The Trust's choosing may be in contact to discuss his/her suitability of fitness.
 - he/she does not start earlier than their allotted start time (although he/she must arrive at the start of the Event 45 minutes before their allotted start time (or such other start time as communicated by The Trust in advance). Failure to comply with this rule may result in Disqualification;
 - he/she completes the route by the designated Route closure time (as published by The Trust in the pre-event information guide), however, The Trust reserves the right to alter the route start and finish times in the event of mitigating circumstances e.g. inclement weather conditions;
 - he/she acknowledges that it is their responsibility to ensure that they have been correctly checked-in at the start of the Event;
 - he/she acknowledges the recommended kit list of the Event, as communicated by email prior to the Event by The Trust;

- he/she understands that if they wish to withdraw from the Event, they must report to the nearest Check Point or contact the event control number provided;
- during the Event, he/she displays his/her Participant Number provided at registration in the manner indicated by The Trust;
- he/she follows the Event route signage at all times, and does not deviate from the official signed route and/or the route information or navigation instructions provided for the Event;
- he/she abides by all Event rules and regulations as may be communicated to him/her by The Trust from time to time;
- he/she is responsible for the collection and appropriate disposal of his/her litter whilst inside Vicarage Road Stadium
- he/she obeys authorised marshals at all times; failure to do so will result in disqualification.

4 PARTICIPANT'S WARRANTIES AND UNDERTAKINGS

4.1 The Participant warrants and undertakes that:

- he/she will be bound by these Terms and Conditions;
- the Participant agrees at all times during the Event to abide by the reasonable instructions and guidelines of The Trust's staff, nominated representatives, and contractors and to behave appropriately at all times throughout the Event. Participants acknowledge and agree that the Trust will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the following aspects of the Event: health and safety, logistical operations, participation, and general organisation.
- The Participant understands the endurance demands of the Event and commits to preparing to take part in the Event by:
 - completing a medical and dietary form as provided during the Online Registration process for the Event.
- The Participant acknowledges that participation in the Event involves inherent risks of accidents and injury.
- The Participant acknowledges that he/she is personally responsible for his/her own belongings during the Event. He/she should collect any personal lost items from the lost property box at the Info Desk before he/she leaves the Event. Should he/she discover that they have lost an item he/she must email the Trust at Andrew.garlick@watfordfc.com within 4 weeks of the event date and where the item has been found, arrange for it's collection at their own expense. After the 4 week period, items will be donated to charity or disposed of as necessary and at The Trust's discretion.
- Participation in the Event is at the Participant's own risk. The Trust is responsible for the general safety and security of the Event. However, each Participant is responsible for acting sensibly and taking care to protect their own (and others') health and safety, following The Trust's instructions, and letting The Trust know as soon as possible if something goes wrong or if the Participant has any particular concerns. Within those limits, the Trust shall not be liable to any person (including the Participant and/or any of the Participant's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in the Event or any part thereof (except where any such injury or death is caused by the negligence of The Trust or any of its employees and contractors).
- The Participant confirms without reservation that he/she is in a good physical condition to participate in the Event, that he/she understands the endurance demands of the Event, and will not arrive at the Event in ill health or unfit to take part.

- The Participant confirms that he/she will not publish or post on any website or other media operated by the Trust related to the Event any text, statement, photograph, image or other material which is obscene, blasphemous, defamatory, infringes the intellectual property or other legal rights of any third party or is otherwise unlawful, offensive or inappropriate. The Trust has the right to remove any material at its discretion and take appropriate legal action against any person found to be or alleged to be in breach of this Clause 4.1.

5 SAFETY DURING THE EVENT

5.1 The Event is not a race and any timings provided are for personal use only.

5.2 The Event Organiser is not liable for any technical issues that prevent accurate finishing times from being produced.

5.3 Participants are responsible for their own safety and must use good judgement throughout the event. Participants must show due consideration to other participants, the Event Team and members of the general public.

5.4 The use of headphones are not permitted during the Event. Participants must be able to hear the instructions of the Event Team at all times.

5.5 Participants should run/walk/climb on the RIGHT hand side.

5.6 Overtaking is only permitted whilst going up stairs and on flat surfaces and the Participant must overtake on the LEFT hand side.

5.7 Overtaking whilst going down stairs is not permitted. Participants caught overtaking down stairs will be removed from the event.

5.8 Participants must not skip/jump stairs whilst going down.

5.9 Medical staff will be present at the event and are authorised to examine any Participant they deem in need of medical attention.

5.10 The Event Organiser reserves the right to pass on any Participant information to the Event medical provider.

5.11 By registering for the Event, the Participant authorises the Event medical provider to administer first aid.

6 INSURANCE

6.1. The Event Organiser takes every care during the Event organisation and staging. The Event Organiser does not take out any insurance on behalf of the Participant and this must be acknowledged by the participant. It is the Participant's complete responsibility to take out any insurance, including for personal items and personal accident. The Participant is not eligible for compensation of any kind from the Event Organiser or any partner companies for the Event, except in the case of negligence on behalf of the Event Organiser or partner companies.

7 PRIVACY STATEMENT

7.1 The Trust is a GDPR compliant organisation who will only collect and use your personal data as detailed below. A copy of the Trust's full Data Protection Policy can be requested from Tamora Burford at Tamora.Burford@Watfordfc.com.

7.2 The Trust shall use the participant's personal details provided in his/her Online Registration Form and Online Confirmation for the following purposes:

- **Event administration** - As the Event Organiser, The Trust requires a record of each Participant's registration details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the Event.
- **Health and Safety** - The Trust will keep records of medical information provided that it is kept confidential and may be shared only with medical personnel or teams allocated to the Event. Such information shall be deleted following the completion of the Event.

8 COMPLAINTS

8.1 Any complaints in relation to the Event should be made to Andrew.garlick@watfordfc.com.