

## PARTICIPANT TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 When the following words with **bold** letters are used in these Terms, this is what they will mean:
- 1.1.1 **Event:** an event for which you have registered;
- 1.1.2 **Client Representative:** the person in charge of your event from your company, your chosen charity or your main point of contact for an event;
- 1.1.3 **Registration Form:** the form to which these Terms are attached, or in the case of an electronic form, that you have completed online; or any other form where you provide us with your personal details;
- 1.1.4 **Terms:** the terms and conditions set out in this document; and
- 1.1.5 **we/our/us:** Passion in Events Ltd registered in England and Wales with company number 07981528.
- 1.1.6 **Itinerary:** a document identifying the main itinerary for the above Event which may be changed from time to time
- 1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

### 2. EVENT REGISTRATION

- 2.1 These Terms apply when you register for an Event.
- 2.2 By signing the Registration Form (or accepting the Terms online), you are agreeing to these Terms. Therefore, please ensure you read these Terms carefully, and check the details in the Registration Form and in these Terms are complete and accurate, before you sign (or accept online) and submit the Registration Form.
- 2.3 If any of these Terms conflict with any term of the Registration Form, the Registration Form will take priority.
- 2.4 By completing and submitting the Registration Form you are confirming that you are over 18 years old. Unless we agree otherwise in writing, you will not be allowed to participate in an Event if you are under 18.

### 3. INFORMATION

You acknowledge that any advice or recommendation given by us, our subcontractors, employees or agents, is followed or acted upon entirely at your own risk, and accordingly we shall not be liable for any such advice or recommendation.

### 4. HEALTH & SAFETY

- 4.1 You may be required to complete a medical history form prior to or on the day of an Event. You agree to the collection of this information. If we or any of our subcontractors feel that you are not fit to participate in an Event, you will be notified of that and you will not be allowed to participate with no refund of monies paid due back to you.
- 4.2 By submitting your Registration Form you acknowledge there may be a risk of personal injury, death, loss or damage to yourself, to others or to property by participating in an Event. We accept no liability for any injuries, loss, or damage caused as a result of your participation in an Event and your participation is taken entirely at your own risk. You acknowledge that neither we, nor any of our subcontractors have any responsibility for assessing your capability to participate in an Event. You further release us and our subcontractors from any liability we may have to you or others in that respect. We will only accept liability if caused by our negligence or that of our agent or subcontractors.

### 5. TRAVEL ARRANGEMENTS

- 5.1 You acknowledge and agree to comply with any term and conditions or instructions imposed on us in relation to your registration on an Event at all times. We or our subcontractors shall not have any liability to you if you fail to follow these instructions.
- 5.2 Where your Event includes travel, you agree the respective transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within those 'Conditions of Carriage'. You can ask us to provide you with a copy of any of the conditions applicable to your journey by contacting your Client Representative. Your Client Representative will tell you the identity of your carrier when your registration is confirmed by them.
- 5.3 You acknowledge that times, destinations and accommodation may vary from those originally notified to you.
- 5.4 If you are participating in an Event for which you have made your own travel arrangements, you shall be fully responsible for those arrangements and we shall have no liability to you if you suffer any loss as a result of an Event being cancelled, suspended or delayed.

### 6. YOUR OBLIGATIONS

You agree:

- 6.1 to tell us all information requested by us in a timely manner;
- 6.2 that any rental equipment subcontracted by us will be checked by you;
- 6.3 that all information supplied by you to us will be accurate and complete and that we may rely upon such information;
- 6.4 at your own expense, to obtain the appropriate visas and adequate travel insurance (to cover cancellation and repatriation) in respect of an Event;
- 6.5 to ensure that you are fit and healthy and otherwise capable of participating in an Event (as certified by a duly qualified medical practitioner if required to do so by us);
- 6.6 to notify us immediately of any changes to any of your details or circumstances, (including but not limited to, name, contact details, medical conditions);
- 6.7 pay when required any amounts due from you in respect of an Event; and
- 6.8 comply with our reasonable instructions (and the instructions of our subcontractors) as notified to you at all times.

### 7. PASSPORTS, VISAS, VACCINATIONS, INSURANCE & EQUIPMENT

You are responsible for:

- 7.1 obtaining (at your own cost) and must be in possession of, a valid passport, visas and vaccination certificates required for the whole of your journey in connection with an Event;
- 7.2 taking out appropriate travel and cancellation insurance prior to an Event at your own cost. Neither we nor any of our subcontractors (unless otherwise agreed) will take out or maintain any such insurances on your behalf; and

- 7.3 all of your belongings when taking part in an Event and you acknowledge that we, nor our sub-contractors and agents shall have no responsibility in respect of the loss or damage to any of these items.

### 8. ITINERARY

There may be exceptional circumstances when an Event itinerary may need to be changed. As such we reserve the right to cancel or modify an itinerary as necessary. If we make a material change (including but not limited to a significant change of location or destination or route,) we will inform your Client Representative as soon as reasonably possible who will in turn notify you.

### 9. EVENT CANCELLATION/SUSPENSION

- 9.1 We intend that an Event will run as planned as set out in the latest Itinerary which is available from us. But if, for example, there are not enough people who have registered for an Event or you fail to meet any minimum sponsorship requirements your Client Representative has notified to you, or fail to pay in full when asked, we may cancel an Event or you may be removed as a participant from an Event.
- 9.2 We reserve the right to cancel an Event in any circumstances but if we cancel an Event you may, in some circumstances, be eligible for a refund of a proportion of the price you have paid. Please contact your Client Representative.

### 10. YOUR DATA

- 10.1 We will collect certain information from you which may be considered sensitive personal data (including but not limited to your name, next of kin, contact details, travel preferences and special needs/disabilities/dietary requirements) (**Your Information**) via your Client Representative or the Registration Form. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent.
- 10.2 We may disclose Your Information to our service providers (who could be located outside the UK/EEA) for the purpose of providing you with our services, including your flight, Event or insurance. Only information necessary for this purpose will be disclosed to them. It may be a mandatory requirement to disclose Your Information for security and anti-terrorism purposes, or any other purposes which is determined appropriate. Even if not mandatory, we may also exercise our discretion to assist where appropriate. If we search against the files of credit reference agencies, they will record the search and hence the way in which you conduct your account with us may be shared with other lenders and credit agencies.
- 10.3 We will only collect and use Your Information in accordance with the Data Protection Act 1998.
- 10.4 By submitting your Registration Form you are consenting to such collection, use and disclosure of such data. You also agree for your insurers, their agents and medical staff to disclose relevant information (which may contain sensitive personal data) to us in circumstances where we need to act in the interest of everyone in the group you are travelling with.
- 10.5 You have the right to ask in writing:
- 10.5.1 for a copy of the information we hold about you (for which we may charge a fee) and to correct any inaccuracies in Your Information; and
- 10.5.2 to ask not to receive direct marketing material about our products and services.
- 10.6 We confirm we have taken all reasonable steps to have in place appropriate security measures to protect Your Information.

### 11. EVENTS OUTSIDE OUR CONTROL

- 11.1 Neither we nor our subcontractors will be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.
- 11.2 An **Event Outside Our Control** means any act or event beyond our reasonable control including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

### 12. OTHER IMPORTANT TERMS

- 12.1 You agree we can take and use photographs, videos and any other form of media from an Event and you grant us and our subcontractors an irrevocable licence to use such media.
- 12.2 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify your Client Representative of this in writing.
- 12.3 Each of the paragraphs of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.4 Any delay in insisting you do anything does not constitute a waiver of that obligation and any waiver of these Terms will only be effective if it is in writing and signed by us.
- 12.5 In the unlikely event you have a complaint you should contact your Client Representative who will, where possible, attempt to resolve your complaint as soon as possible.
- 12.6 You acknowledge that any services we are providing are being provided directly to your company, your chosen charity or your main point of contact for an event and that there is no contract between you and us, apart from these Participant Terms and Conditions. Any queries you have in relation to an Event should be addressed to your Client Representative.
- 12.7 These Terms are governed by English law. By submitting your Registration Form you agree to submit to the exclusive jurisdiction of the English courts.