**Terms & Conditions**

**Defeat Delamere by Roy Castle Lung Cancer Foundation**

1. **Definitions**

**“Conditions”** means the terms and conditions of entry for the Event.

**“Submission Form**” means the website submission form which must be completed in order to participate in the Event.

“**Event**” means the event named on the Submission Form which is Defeat Delamere.

“**Event Organiser**” means Roy Castle Lung Cancer Foundation.

**“Entry** **Fee**” means the price of entry into the Event as set out in the Submission Form.

**“Help Desk**” means the official information help desk managed by the Event Organizer for the duration of the Event.

“**Participant**” means the person named on the Submission Form who will be participating in the Event.

“**Race Pack**” means the official pack issued by the Event Organizer to the Participant containing all relevant Event materials.

**2. Event Rules**

* 1. These Conditions shall apply in lieu of any terms or conditions contained or referred to in any documentation submitted by the Participant or in correspondence or elsewhere. A variation of these Conditions is only valid if the Event Organiser gives notice to the Participant in writing in any official Event material or correspondence prior to the Event (including via email), The Participant shall be deemed to have accepted these Conditions upon completion of the Submission Form.
  2. The Participant acknowledges that the Event may be physically demanding, and the Participant is aware of the purpose of the Event and the physical and medical risks involved.
  3. By completing the Submission Form, the Participant agrees that they are physically capable of taking part in the Event. The Participant agrees sole responsibility for their actions and the Event Organiser is not responsible for any injuries or illness that the Participant suffer as a result of their involvement in the event (unless caused due to the negligence of the Event Organiser).
  4. The Event Organisers have introduced a cut off time for the event to ensure the safe and proper running of the Event.
  5. The Event Organiser reserves the right to stop a Participant from taking part in the Event if the Event Organiser deems it appropriate for safety reasons or any other reasonable reason. No refund will be provided if the Participant has been stopped from attending the Event due to malicious behaviour.
  6. The Participant may not use bikes, scooters, roller skates, pushchairs, prams, or any kid of mechanical aid at the Event.
  7. If a Participant requires a wheelchair at the event, they will contact the Event Organisers before they complete the Submission Form to determine if the course is suitable.
  8. The Participants may not bring animals to the Event to participate with them. If the Participant requires a guide runner at the event they will contact the Event Organisers before they complete the Submission Form.
  9. The Event Organiser will use the email address provided in the Submission Form to keep the Participant informed on any updates regarding the Event.
  10. The Participant will ensure that they wear the race number provided at the Event. Any Participants without a race number will not be allowed to take part in the Event.
  11. All decisions made by the Event Organiser are considered final. The Participant will comply with the Event rules given by the Event Organisers, race marshals and stewards.
  12. The Participant acknowledges that their Entry cannot be resold or offered for resale. If a Participant is found to have sold their place then there are grounds to cancel their place without refund.
  13. The Participant acknowledges that any external factors or circumstances that cause the Event details to change are out of the Event Organisers reasonable control. If there are circumstances that cause the Event details to change, the Event Organiser will keep the Participant informed to the best of their ability.

1. **Booking and Payments** 
   1. The Participant will complete the Submission Form through the official channel NIFTY Registration platform or the Roy Castle Lung Cancer Foundation official website. Alternatively, as a secondary option the events will be listed on 3rd party sites to secure their place such as, RunABC, Find a Race and Lets do this.
   2. If the full payment of the entry fee has not been received or the payment has not been successful then the Participant will not have a secured place in the Event.
2. **Deferrals, Refunds, Cancellations or Alterations.** 
   1. Fees are non-refundable. However, if The Event Organiser cancel the event, then a refund is given to the participant. Any NIFTY Registration platform and SWIPE credit/debit card processing fees won’t be refunded to the participant. However, any purchases made through 3rd party sites such as, RunABC, Find a Race, Lets do this etc their refund policy will apply.
   2. Transfers: On request, The Event Organiser can accommodate transfers between participant to participant or, event to event within the same year. However, no transfers can be made for a different year. Transfers can be completed by the participant through the NIFTY registration platform.
   3. The Event Organisers reserves the right to change the Date of the Event. If the Participant cannot attend the Event on the new date, they must inform the Event Organisers no later than 4 weeks after the new date is announced to receive a full refund of the Entry Fee. If the Participant doesn’t inform the Event Organisers or does so later than the deadline, they will not be entitled to a refund.
   4. The Event Organiser reserves the right to cancel the Event due to circumstances beyond the control of the Event Organiser. Participants will be provided with a full refund of their Entry Fee.
3. **Promotion** 
   1. By completing the Submission Form and agreeing to the Conditions the Participant consents to:
      1. Their appearance being filmed, recorded, or photographed during the Event.
      2. The media from the Event being used for the purpose of advertising, promotion, and marketing in relation to the Event and future events held by the Event Organiser.

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