

## **RUN YOUR CITY HERITAGE DAY VIRTUAL RUN**

### **PARTICIPATION TERMS AND CONDITIONS**

Entrants into the Virtual Event undertake to abide by the following terms and conditions.

These Terms and Conditions (“the Terms and Conditions”) govern the entrant’s (“You/r”) entry into and participation in the (the “Event”).

#### **1. EVENT INFORMATION**

- 1.1. By entering to participate in the Event You agree to that You are bound by and that Your participation is subject to these Terms and Conditions.
- 1.2. The Event shall be open for participation by You between 08:00 and 12:00 on 24 September 2020. You shall participate by using the Run Your City Tracking App (the “App”) on your mobile phone to track your progress as instructed by the organisers. The App can be downloaded from the App Store (iOS) alternatively the Google Play Store (Android).
- 1.3. You may participate in the Event from wherever you may be in the world.
- 1.4. The Event will start for all participants, worldwide at the same time on 24 September 2020. All entrants shall be advised of any changes to the date and times of the Event.
- 1.5. Your progress will be tracked via the App during the Event and will be available for access by the general public in real time via the App and the Run Your City website being <https://runyourcityseries.com/> (“RYC Website”). When you finish the Event, your name will appear on the result list on the App and on the RYC Website.
- 1.6. Every participant is required to complete their chosen course within the applicable times (08:00 SAST (07h00 GMT) and close at 12h00 SAST (11h00 GMT) in order for their result to be recorded. Participants who attempt runs outside of the confirmed Event times will not receive an official result. This time is calculated from the start of the participant’s tracking on the App until the full distance is completed.

#### **2. ENTRY REQUIREMENTS AND REGISTRATION**

- 2.1. Entry to the Event can be made online using the RYCS Website. You will be redirected to the Entry Ninja platform where You complete Your entry and make payment of the entry fee for your selected distance.
- 2.2. All entrants residing in the Republic of South Africa will receive a Race Pack to be collected from their pickup location of choice, selected during the entry process. Any entrants residing outside the borders of South Africa will not be eligible to receive the Race Pack.

- 2.3. You will need to download the App to your mobile phone and follow the steps in order to link your entry in the Event to Your profile. Your progress in the Event will be tracked live by the App.
- 2.4. You will need a mobile phone with a working GPS in order for the App to track Your participation in the Event. Any failure to ensure a stable GPS connection via the App may result in Your participation in the Event not being recorded and Your not receiving an official result. The Event organisers accept no responsibility for Your failure to receive an official result in such circumstances.
- 2.5. In terms of the rules of Athletics South Africa, entry into the Event is only permitted for participants older than 15 years of age in respect of the 12km distance and 14 years of age in respect of the 10km distance.
- 2.6. Entries for the FNB Run Your City Series Heritage Day Virtual Run will close on 22 September 2020. No late entries will be accepted. The event organisers reserve the right to accept or reject any entry to the Events.
- 2.7. Only the first 15 000 entries received before 14 September shall be guaranteed to receive their Race Packs before the day of the Event. Entries received after 14 September, or after the 15 000 participants threshold, whichever occurs first, are not guaranteed to receive their Race Packs prior to the Event or at all.
- 2.8. Communication on Event related matters will be provided via e-mail or SMS. It is each entrant's responsibility to ensure that the contact details they have provided are correctly entered and up-to-date. Entrants may contact the organisers for such purposes on [info@stillwatersports.com](mailto:info@stillwatersports.com).

### 3. RACE NUMBER

- 3.1. Your race number will be included on your entry and in your Race Pack. Your race number is linked to your name and official result.
- 3.2. Race Packs shall be delivered to the pickup point selected on entry. All participants are encouraged to wear their official race numbers on the front of their outermost clothing when participating in the Event.

### 4. PAYMENT TERMS

- 4.1. The entry fee for the Event is detailed on the RYCS Website. Upon entering the Event on the RYCS Website, you will be redirected to the Entry Ninja Platform where you will be able to select Your entry distance.

- 4.2. Your use of the Entry Ninja's platform will be subject to Entry Ninja's standard terms and conditions that can be located at: <https://www.entryninja.com/terms-and-conditions>
- 4.3. The organiser's right to change the entry price for participation in the Event at any time, without prior notice, is reserved.
- 4.4. No credit card or payment details are stored by the Event organisers or their service provider (Entry Ninja).

## 5. **RISKS ASSOCIATED WITH THE EVENT**

- 5.1. You accept that Your participation in the Event is at your own risk and acknowledge that the Event organiser cannot manage all potential risks, including potentially foreseeable ones. You are obliged to strictly adhere to all applicable rules, directives and instructions of the organisers in respect of the Event.
- 5.2. You therefore understand and acknowledge that there are risks and hazards associated with events of this nature and that the possible effects of these risks can vary from minor to severe injuries and/or loss of life. Accordingly, You undertake to withdraw from participating in the Event, if at any time You:
  - 5.2.1. sense or observe any unusual hazard or unsafe condition that in any way leads You to be concerned that it is unsafe for You to continue with the Event and/or
  - 5.2.2. feel unable or unfit to safely continue with the Event.

## 6. **CHILDREN'S PARTICIPATION IN EVENTS**

- 6.1. As per the rules of Athletics South Africa, only persons aged 14 years of age or older shall be eligible for official entry into the Event.
- 6.2. A legal guardian who consents to the minor under their care participating in the Event agrees that no claim shall lie against Stillwater Sports Proprietary Limited, its directors, affiliates, stakeholders, sponsors, partners, employees, volunteers and/or any third party service providers for losses or damages that the minor may suffer as a result of injury or death that he/she may suffer as a result of their participation in the Event.
- 6.3. By entering the Event on behalf of a minor, You confirm that You are duly authorised in law to act and legally bind the minor. Furthermore, You hereby agree to indemnify and hold Stillwater Sports Proprietary Limited, its directors, affiliates, stakeholders, sponsors, partners, employees, volunteers and/or any third party service providers harmless from any claims arising as a result of the absence of such legal authority.

## **7. LIMITATION OF LIABILITY AND INDEMNITY**

- 7.1. The following limitation of liability and Indemnity provisions apply to all participants in the Event in favour of Stillwater Sports Proprietary Limited, its directors, affiliates, stakeholders, sponsors, partners, employees, volunteers and/or any third party service providers, howsoever such liability may arise, and howsoever You may have entered the Event.
- 7.2. You accept and agree that Stillwater Sports Proprietary Limited, its affiliates, stakeholders, sponsors, partners, employees volunteers and/or any third party service providers assisting with the Event (hereinafter referred to as "Parties") accept no responsibility or liability for any claim whatsoever arising from death, injury, loss and/or damage to person or property occasioned as a result of Your participation in the Event. Accordingly, You hereby indemnify and hold the Parties harmless to the fullest extent possible in law, against any claims occasioned as a result of Your participation in the Event of whatsoever nature or howsoever arising including, without limitation, any loss, injury, harm, illness, death or damage of whatsoever nature and howsoever caused arising directly or indirectly out of any act or omission, including negligent acts or omissions by the Parties, including any claim for consequential loss of damage, loss of profits or any claim by any of Your dependents arising from events related to, in connection with or occasioned as a result of Your participation in the Event.
- 7.3. The Event is organised on a 'reasonable effort' basis and all warranties as to the quality of the Event are disclaimed to the maximum extent permissible in law.
- 7.4. You agree that the limitation of liability recorded herein shall apply to You, Your estate, Your dependents and any successors.

## **8. COVID-19**

- 8.1. Taking the necessary precautions to protect the safety of Yourself and others, especially in regard to the spread of COVID19 during your participation in the Event is solely Your responsibility.
- 8.2. You agree and undertake that during Your participation in the Event, you will comply with all relevant legislation and regulations issued by Your national and/or local government relating to COVID-19, together with any guidelines issued by local and national health authorities and which are in place on the day of the Events.
- 8.3. Participants are advised that no physical route or course shall be demarcated or secured for the Event. In the circumstances, participants are encouraged to create their own route for their applicable distance and not to seek to follow any "official" route or one which may have been used in which previous editions of the RYCS.

- 8.4. You are required to stay updated as to the symptoms of COVID-19 (including dry cough, fever and potential breathing difficulties), as well as the risks of transmission for yourself and others.

**9. REFUND POLICY**

- 9.1. All entry fees for the Events are non-refundable and non-transferable under all circumstances, including, but not limited to, cancellation of the Event for any reason or Your withdrawal of Your participation in the Event, or change in the date, nature, or format of the Event.
- 9.2. You acknowledge that the Event may be cancelled or changed due to government directives, severe weather or any other factors that may be deemed to threaten the safety of participants as determined by the Event organiser in its sole discretion.
- 9.3. The Event organiser reserves the right to refuse any entry or cancel any entry to the Event. In the event that Your entry is cancelled by the Event organiser, You will be refunded Your entry fee.

**10. PERSONAL INFORMATION**

- 10.1. On entering the Event certain information about You is collected, including information that directly or indirectly identifies you, such information includes but is not limited to Your name, age, race, gender, email address, location and/or language ("Personal Information"). You are unable to enter the Event without us processing your Personal Information as it is required in order for us to deliver the Event services to you, particularly via the App.
- 10.2. Your participation in the Event is contingent on Your providing information which is true and correct in all respects. Failure to provide true or complete information shall be considered a breach of these Terms and Conditions. Should You enter on behalf of someone else You warrant that You are duly authorised to do.
- 10.3. In the circumstances, you hereby expressly agree to your Personal Information being collected, used and shared for the purpose of your participation in the Event, and as set out in the privacy policy available at <https://www.entryninja.com/privacy-policy>.
- 10.4. You furthermore expressly acknowledge and agree that:
- 10.4.1. Due to your participation in the Event, the Event organiser may contact you from time to time (by means of electronic mail, the short message service and/or telephone calls) for purpose of communicating Event related information;
- 10.4.2. The Event organiser shall be entitled to use your name, race information and any media (photographs, video tapes, broadcasts and telecasts) in which you may appear free of charge;

- 10.4.3. The Event organiser may process your personal information (i), within the Event organiser and/or any of its subsidiaries or any other legal entity, joint venture and/or partnership wherever situated or operating that renders services or otherwise conducts business similar to that of the Event organiser; and/or (ii) via any third party with whom the Event organiser enters into a services agreement with for the purposes of delivering the Event and the products and services which form a part thereof; and
- 10.4.4. Should you opt in, you accept that your Personal Information will remain confidential but consent to same being shared with the parties involved in the organisation of the Event for purposes of sending you event related material and promoting activities related to the Event (including marketing material, advertising material, newsletters or any other informative material relating to the Event organiser, its business and/or any other sporting events that the Event organiser reasonably believes that you may be interested in).
- 10.5. Your Personal Information will be processed in accordance with applicable law, the terms and conditions hereof and the requirements directly applicable to the provision of the Event services. Your Personal Information will only be processed in a manner consistent with the operational requirements of the Event and the RYCS Website and to the minimum extent necessary.
- 10.6. Your Personal Information will be deleted and/or destroyed on receipt of Your written instructions to do so and/or when it is no longer required for the purpose it was initially collected or subsequently processed.
- 10.7. The Event organiser may retain anonymous information from deleted profiles to comply with the law, prevent fraud, resolve disputes, troubleshoot problems and enforce any terms. Any retained information will be handled in accordance with the organiser's Privacy Policy.
- 10.8. The appropriate, reasonable, technical and organisational measures, as required by applicable law, shall be taken to protect any information submitted to or collected by the Event organiser from loss, misuse, unauthorised access, disclosure, alteration or destruction.
- 10.9. The transmission of Your Personal Information over the internet is not without risk and You accordingly acknowledge and agree that no warranty of security of transmission of information is hereby provided. All provision of Personal Information is made at Your own risk.

## 11. **ADDITIONAL RULES OF THE EVENTS**

Additional rules may apply to the Event depending upon Your location. Such additional rules may include the rules of local sporting Federations or bodies, national or local traffic regulations, local

government rules and any rules that apply to a facility or area You may use whilst you participate in the Event. You agree to adhere to any such additional rules.

You agree to acquaint Yourself with all such additional rules and hereby indemnify the Event organiser for any loss suffered as a result of Your non-compliance with same.

## 12. **SANCTION FOR CONTRAVENTION OF THE RULES**

- 12.1. You warrant that You have not been suspended or banned from participating in the FNB Run Your City Series or associated events and acknowledges that You shall not be entitled to participate in the Event if You have been so banned or suspended from participating in the FNB Run your City Series for any reason.
- 12.2. You breach the terms hereof, the organisers reserve the right to impose a sanction upon You, including prohibition form future participation in the Event or related events.
- 12.3. You hereby irrevocably consent to Your name and/or race number being publicly displayed and published (including on the internet) in the event that you are disqualified from the Event or another sanction imposed upon you for a breach of these terms and conditions or the Event rules.

## 13. **GENERAL**

- 13.1. The Event organiser reserves the right to change the date and/or time of the Event at its sole discretion.
- 13.2. By participating in the Event, you warrant that you are in good health, physically fit and sufficiently trained to do so.
- 13.3. If one or more of these terms are found to be unenforceable, such term will be deemed to be severable from the remainder of the terms and the remaining terms shall in all other respects remain in full force and effect.
- 13.4. You confirm that you understand the importance and the meaning of these terms and conditions, and that by agreeing hereto, you are waiving substantial legal rights (on your own behalf and on behalf of those in Your care). Furthermore you acknowledge that You have been free to secure independent legal and/or other advice as to the nature and effect of all the provisions hereof, and that you have either taken such independent legal and/or other advice, or dispensed with the necessity of doing so.
- 13.5. You are required to keep as far off the left hand side of the road surface as is reasonably safe having regard to the circumstances and conditions.

- 13.6. You are required to adhere to Your local traffic and road legislation and regulations when participating in the Event. Traffic and/or police officials must be obeyed at all times. If You are instructed by a traffic or police official to stop, You must do so immediately.
- 13.7. You must complete the Event under Your own effort and may not receive any assistance in this regard.