

FRIDAY 5K POP UP RUN SERIES

PARTICIPATION TERMS AND CONDITIONS

These Terms and Conditions are to govern Participants of the Friday 5K Pop Up Run Series (the “Event”).

Event Dates

Friday 5K Pop Up Run #1	Fri, 23 October 2020
Friday 5K Pop Up Run #2	Fri, 6 November 2020
Friday 5K Pop Up Run #3	Fri, 20 November 2020
Friday 5K Pop Up Run #4	Fri, 4 December 2020

By participating in the Friday 5K Pop Up Run Series You agree that you are bound by these Terms and Conditions.

1. RISKS ASSOCIATED WITH THE EVENT

- 1.1. 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.
- 1.2. 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:
 - 1.2.1. 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
 - 1.2.2. feel unable or unfit to safely continue with the Event.

2. CHILDREN’S PARTICIPATION IN EVENTS

- 2.1. 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.
- 2.2. 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.

3. LIMITATION OF LIABILITY AND INDEMNITY

- 3.1. 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.

- 3.2. 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.
- 3.3. 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.
- 3.4. You agree that the limitation of liability recorded herein shall apply to You, Your estate, Your dependents and any successors.

4. **COVID-19**

By participating in the Event/s You shall ensure that You comply with the government regulations at all times material to your participation in the Friday 5K Pop Up Run Series. It is Your duty to familiarise myself with the Applicable Laws and the permitted conduct.

5. **GENERAL**

- 5.1. The Event organiser reserves the right to change the date and/or time of the Event at its sole discretion.
- 5.2. By participating in the Event, you warrant that you are in good health, physically fit and sufficiently trained to do so.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.

ENTRY INCENTIVE TERMS AND CONDITIONS

1. Entry is FREE
2. Runners must register their details on the Entry Ninja online entry system.
3. The first 50 runners to register to run the Friday 5K Pop Up Run (per City), will receive a FREE Limited Edition RYCS t-shirt to the value of R250.
4. Runners will receive their Limited Edition RYCS t-shirt on arrival at the Friday 5K Pop Up Run. Runners have to be present at the Pop Up Run to receive their t-shirt.
5. Runners who register and complete all four Friday 5K Pop Up Runs will receive a Limited Edition RYCS Buff and Medal at the last Pop Up Run.

COMPETITION TERMS AND CONDITIONS

1. Sponsor spot prizes will include (but are not limited to) awesome gifts from: **PUMA, Coca Cola, The President Hotel** and **COVIM**.
2. To be eligible to be entered into the draw to win prizes from the Run Your City Series partners, I must;
 - 1.1 **complete all four Friday 5K Pop Up Run Series events**
 - 1.2 share a photograph of myself to the Run Your City Series social media platforms (per Event)
 - 1.3 tag the event (Cape Town 12K CITYRUN, Durban 10K CITYRUN or Joburg 10K CITYRUN)
 - 1.4 tag @PUMASouthAfrica
 - 1.5 share a photograph together with the caption that answers the question 'Why do you run?'
 - 1.6 use the following hashtags #RunYourCity #RunYourCitySeries #ForeverFaster
3. At the end of the campaign the names of the runners that complete all four Friday 5K Pop Up Runs and share their photographs and captions to the RYCS social media platforms will go into a lucky draw for the **Grand Prizes**, an impressive **RYCS VIP EXPERIENCE** to run the City of your choice, **PUMA** Ultraride Running Shoes and **COVIM** Coffee Machines.
4. The winners will be selected through a random draw.
5. Run Your City Series will attempt to contact the winner/each of the winners by either telephone, email or both. Should the prize not be claimed within two months the winner will forfeit his/her prize and a new winner will be selected.
6. The Run Your City Series retains full discretion to choose the winners. The decision is final and cannot be contested.
7. With their written consent, the winner/s may be requested to appear and be identified on social media at no fee to them. The prize winner/s may decline the option of appearing or being mentioned and will not forfeit the prize should they elect to do so.
8. Prizes cannot be exchanged for cash and/or transferred.

By engaging in the Friday 5K Pop Up Run Series, You as the Participant warrant that you have read, understood and agree to be bound by these terms and conditions.