



Terms and Conditions of Entry

Please read all sections carefully before agreeing to the Terms & Conditions below.

Please note that if you are signing up on behalf of other participants, you agree to these conditions on their behalf too. If you wish to pass responsibility of agreement of conditions on to the individual participant, please ensure they enter themselves online.

Medical Restrictions

You do not have to be an athlete to participate in Splash Out but you must be reasonably fit and be aged 4 and over on the day of the event. Those who are pregnant or under the influence of alcohol or drugs should not take part. Those with asthma, epilepsy, diabetes, a heart condition or any other medical condition which may be restrictive to their participation in this event should consult their doctor prior to signing up for the challenge.

DEFINITIONS

"ECH" means East Cheshire Hospice, a charity registered in England and Wales with charity registration number 615104.

"Conditions of Entry" means these terms and conditions of entry for the Event.

"Entry Form" means the entry form that appears on the ECH website.

"Event" means an official event staged by ECH and/or its authorised agents.

"Fees" means the total entry price for each Participant as set out in the Entry Form.

"Participant" means an individual who is a competitor in the Event.

1. BOOKINGS AND PAYMENTS

1.1. All entries are non-refundable, including those that have been pre-purchased but not claimed. It is possible to transfer your entry to another person up to one week prior to event date, but after this time, no transfers can be made. It is not possible to transfer your entry to another event.

1.2. The Entry Fees contribute to the cost of staging the Event and includes an entry pack, participation at the Event, access to the Event Village and fundraising materials from ECH.

1.3. All funds donated or raised in sponsorship go directly towards patient care provision at ECH.

1.4. Participants are not permitted to use any of the sponsorship money that you raise in relation to the Event to pay for your expenses.

1.5 Participants will receive confirmation of their booking via email. Participants will be sent an email confirming their wave time and further details approximately two weeks prior to the Event.

2. PARTICIPATION AND PARTICIPANT OBLIGATIONS

2.1 The Participant agrees to abide by the ECH Rules as set out in the Disclaimer Document and on the ECH website www.eastcheshirehospice.org.uk/splashout19 and hereby confirms that he or she has read and fully understood the same.

2.2 The participant will only be permitted to take part in the Event when they have read the Terms and Conditions of Entry and Disclaimer document.

2.3 The Participant must be 4 years old or over on the day of the Event.

2.4 Children aged 17 and under are welcome to participate in the Event but they must be accompanied by a responsible person of 18 years of age or older.

2.5 The Participant will ensure that he or she is both physically and mentally capable of entering into such an Event.

2.6 Due to the nature of the Event, it is not suitable for wheel chairs or mobility scooters.

2.7 The Participant acknowledges that personal accident insurance in relation to the Participant's person or property is the responsibility of the individual Participant.

2.8 The Participant must always wear their wristband with event number on and must not be altered in anyway before/during and/or after the Event.

2.9 All Participants will set off in 20-minute waves between 10.00am and 3.00pm. Wave times will be emailed to all Participants approximately two weeks prior to the Event.

3. REFUNDS AND CANCELLATIONS

3.1 I hereby understand and acknowledge that all fees paid in registration for the event are non-refundable for any reason, under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

3.2 ECH reserves the right to change the event location and date. No refunds, credits or transfers shall be made if any new event location is within a radius of 50 miles of the original AND if the new event date is within one calendar month of the original. If either of the above conditions are not met then the Participant shall be entitled to a full refund of their entry fee upon written request to ECH.

4. ORGANISERS' LIABILITY

4.1 Other than as set out in clause 4.3 and subject to clause 4.2, the aggregate liability of ECH in respect of any loss, expense, liability cost or damage of any kind whatsoever suffered by any Participant which arises out of or in connection with these Conditions of Entry and/or the Event, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the Fees actually paid by the Participant to ECH pursuant to these Conditions of Entry.

4.2 ECH, its officers, employees, agents, affiliates, sponsors, charities or medical advisers shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

4.2.1 Any loss or damage of personal equipment belonging to the Participant;

4.2.2 Any economic losses (including, without limitation, loss of revenues, profits contracts, business or anticipated savings);

4.2.3 Any loss of goodwill or reputation; or

4.2.4 Any indirect or consequential losses.

4.3 Nothing in these Conditions of Entry shall exclude or limit the liability of ECH:

4.3.1 For death or personal injury caused by ECH's negligence;

4.3.2 For fraud or fraudulent misrepresentation; or

4.3.3 For any matter which it would be illegal for ECH to exclude or attempt to exclude its liability.

5. IMAGE RELEASE

5.1 By registering to enter the Event, all Participants consent to being photographed, filmed, or recorded by ECH (or anyone authorised by them) and the use and reproduction of their likeness in film, brochures or recordings otherwise they will not be permitted to take part in the Event.

6. DATA USE

6.1 ECH will treat all personal information supplied by a Participant as confidential and it will be stored securely in accordance with Data Protection legislation. ECH will only use a Participant's personal information for the purposes agreed by the Participant as a necessary part of the Participant's booking in the Entry Form. ECH will not sell, supply or otherwise distribute a Participant's personal information to any third party unless ECH is required to do so by law or for the purposes of a police investigation or in the interests of your safety e.g. informing emergency personnel of medical conditions in order to render Emergency assistance. ECH may use your contact details to inform you of events in the future.

7. CLAIMS AND COMPLAINTS

7.1 No Participant shall bring a claim against ECH arising out of or in connection with an Event and shall indemnify ECH for any losses, costs, damages or expenses of any kind (including reasonable professional fees) which ECH may suffer or incur as a result of any such claim and/or the threat thereof.

7.2 Should any Participant have a complaint regarding ECH and/or the Event and/or the conduct of any of ECH's employees then ECH will endeavour to investigate that complaint. All complaints should be brought to ECH's attention immediately so that ECH has an opportunity where possible to rectify the situation and should then be followed up in writing within 7 days of the complaint arising.

8. GENERAL

8.1 These Conditions of Entry and the documents referred to in them, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The Participant acknowledges and agrees that in submitting the Entry Form (and the documents referred to in it) he or she does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in these Conditions of Entry.

8.2 ECH shall not be liable to any Participant for any loss, damage, cost, expense or liability of any kind whatsoever in relation to the Event which results from any cause, event or circumstances beyond its reasonable control including without limitation war, terrorist action (or the threat thereof) strikes, flood, earthquake or any other natural disaster, subsidence and adverse weather conditions.

8.3 Nothing in these Conditions of Entry shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

8.4 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

8.5 No amendment of these Conditions of Entry shall be valid or binding unless made by prior written agreement between the parties hereto and signed by their duly authorised representatives.

8.6 To the extent permitted by law all provisions of these Conditions of Entry shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.

8.7 These Conditions of Entry shall be interpreted in accordance with the laws of England and Wales and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English Courts.