

## **TERMS & CONDITIONS OF PARTICIPATION IN THE 5 KM Night Race by Oman Desert Marathon**

Participation in the Event is subject to and conditional upon the following terms and conditions:

Definitions:

Event the distance staged as part of the 2022 5KM Night Race by Oman Desert Marathon

### **1. REQUIREMENTS**

1.1 Only people properly registered in accordance with these terms and conditions are eligible to take part in one of the distances staged at the Event ("Participants")

1.2 Participants in the 5KM must be at least 15 years old by 18/11/2022.

1.3 Parents or Legal Guardians registering on behalf of a Participant shall be deemed to have accepted these terms and conditions on the Participant's behalf and further agree to take full responsibility for such Participants on Event Day.

### **2. ACCEPTANCE OF CONDITIONS**

2.1 The Event organizer is Tamkeen Sports Investment. ("Organizer").

2.2 The Participant shall be deemed to have accepted these terms and conditions and to have entered into a legally binding contract with the

Organizer when he/she a) accepts the terms and conditions of participation by clicking the relevant field in the ONLINE registration form ("Entry Form")

### **3. PARTICIPATION**

3.1 Entry into the Event is personal to the Participant. The Participant shall not enter the Event on behalf of any other person and may not assign any of his/her rights or obligations under these terms and conditions.

3.2 The Participant acknowledges that the Event is physically strenuous and that he/she is aware of the associated medical and physical risks involved. By completing the Entry Form the Participant warrants to the Organizer that he/she is, and will be on the Event Date, sufficiently fit and healthy to participate in the Event unaided and agrees to be solely responsible for his/her actions, and the Organizer, its officers, agents, employees, affiliates, sponsors or medical advisers shall not be responsible for any injury or illness that the Participant may suffer as a result of his/her participation in the Event (unless caused by the negligence of the Organizer).

3.3 The Organizer reserves the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason (at the Organizer's discretion) that may render him/her unfit to safely complete the Event. The Participant confirms that he/she will not take part in the Event if he/she is suffering from any injury or illness which may impair his/her performance and confirms that he/she will report any illness during the Event to the Event medical team immediately.

3.4 The Participant agrees to abide by all Event rules, regulations and instructions issued by or on behalf of the Organizer and all applicable rules and regulations of the relevant sporting governing bodies that oversee the running of the Event.

3.5 The Organizer shall be entitled at any point to refuse entry to the Event to any person and/or to refuse to allow any Participant to take part or continue to take part in the Event including, without limitation, if he/she has behaved in a manner which, in the reasonable opinion of the Organizer, has, or is likely to affect the safety of other Participants; or he/she uses threatening, abusive or insulting words or behavior or in any way provokes or behaves in a manner which may provoke a breach of the peace

#### 4 PARTICIPANT OBLIGATIONS

4.1 As a continuing condition of entry into, and participation in, the Event each Participant shall ensure that:

4.1.1 he/she does not start earlier than the official start time on the day of the Event. Failure to comply with this rule will result in disqualification;

4.1.2 he/she does not deviate from the official signed route of the Event.

#### 5. WITHDRAWALS, DEFERRALS AND TRANSFER OF ENTRY PLACES

5.1 Participants acknowledge that places for the Event are limited and registrations for places have a direct impact on the organization and logistics of the Event.

5.2. Participant may only withdraw from the Event, change Distance or transfer their place to another person at any time by contacting the [registrations@marathonoman.com](mailto:registrations@marathonoman.com)

#### 6. CANCELLATION, ALTERATION AND TIMINGS OF EVENT

6.1 The Participant acknowledges and accepts that circumstances concerning the Event may change from time to time for reasons outside of the Organizer's reasonable control or otherwise, without the Organizer incurring any liability and without any rights to withdrawal being accrued by the Participant save as otherwise set out in these terms and conditions.

6.2 The Organizer reserves the right to alter the start time of the Event. In the event of a change of start time the Participant will be notified of the revised start time with as much notice as reasonably practicable.

6.3 The Organizer reserves the right to amend the Event format, including changing the course and the distance, at their sole discretion. If the Event format, course or distance, is changed the Participant will not be entitled to any refund and there shall be no further liability

## 7. LIABILITY AND INSURANCE

7.1 Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Organizer from and for any liability, sum, costs, damages or expenses (including legal and professional fees) incurred by the Organizer in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in the Event or any part thereof (except where any such injury or death is caused by the negligence of the Organizer or any of its employees).

7.2 Under no circumstances shall the Organizer be liable to the Participants in contract, (including negligence) or otherwise for any loss of business, revenue or profits, charity funds, anticipated savings or wasted expenditure, or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of submitting the Entry Form) arising out of the Participant taking part in the Event or any other matter arising under these terms and conditions .

7.3 Products containing nuts. The Organizer cannot be held responsible for any issues resulting from food allergies.

Nothing in these terms and conditions shall exclude or limit the liability of the Organizer:

for death or personal injury caused by the Organizer's negligence;

for fraud or fraudulent misrepresentation; or for any matter which it would be illegal for the Organizer to exclude or attempt to exclude liability.

The Organizer will not be liable for any actions of any spectators or other third parties.

Some of the food products given out on Event day may contain or have traces of nuts and nut oils or may have been made alongside other

## 8. COLLECTION AND USE OF DATA

8.1 The Participant agrees and consents to the Organizer collecting and using his/her personal details provided in his/her Online Entry Form for the following purposes:

### 8.2 Event administration

8.2.1 The Organizer requires a record of each Participant's registration details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the Event.

8.2.2 By signing up to these terms Participants agree that their Personal Data (as defined in the Data Protection Act 2018) may be shared with third parties for the proper and safe administration of the Event.

8.2.3 The Organizer will also keep records of medical information provided that it is kept confidential and may be shared only with medical personnel or teams allocated to the Event. Such information shall be deleted within a reasonable time following the completion of the Event unless the Participant agrees that the Organizer may use such information in relation to future events organized by the Organizer which are staged within a reasonable timeframe thereafter.

### 8.3 E-mail/SMS communications

8.3.1 The Organiser may use the Participant's contact data submitted on the Online Registration Form to send the Participant information by e-mail, WhatsApp and/or SMS relating to the Event, other events, Event partners, charities and other categories of news and promotional information.

8.3.2 The Participant acknowledges and agrees that the Organiser may send an e-mail, WhatsApp or SMS notification following the Event inviting the Participant to submit or renew his/her registration for any future Organiser events.

8.4 The Participant agrees to inform the Organiser of any changes to the information supplied in their original Online Entry Form and particularly any changes to his/her medical condition and contact details. For this purpose, the Participant should change their contact details themselves through the Online Entry System or for any change in medical conditions contact [registrations@marathonoman.com](mailto:registrations@marathonoman.com) directly.

8.5 All information relating to Participants collected by or on behalf of The Organiser from which each Participant can be identified will be recorded electronically and will be used at all times in accordance with the Data Protection Act 2018. The Organiser will not disclose any such information to third parties, save as expressly stated in these terms and conditions. Each Participant is entitled to with his/her consent to categories of e-mail and/or SMS communications from the Organiser and can do so at any time by following the opt-out instructions provided in the relevant e-mail or SMS. Please note that due to email production schedules a Participant may still receive any mailings that are already in production. Participants acknowledge that a valid e-mail address or SMS contact number will be required at all times in order for Participants to receive important Event information and the Participant hereby consents to receive any such information.

8.6 Subject to the Participant's right to modify or request the deletion of data from the Organiser's database, the Participant hereby acknowledges that it is a strict condition of participation in the Event that all mandatory fields within the Participant's Online Entry Form are complete and correct at all times. These fields include, without limitation, gender, first name, surname, date of birth, medical condition information and emergency contact details. The Participant hereby acknowledges and agrees that this information is required by the Organiser

in order to properly and safely administer and conduct the Event, and the Organiser reserves the right to refuse an applicant or a Participant entry to the Event in circumstances where that person either requests the deletion of such mandatory information from their Participant's profile, or provides false or incomplete information.

## 9. COMMERCIAL PROVISIONS

9.1 The Organizer reserves the exclusive right and license throughout the world (and Participant hereby grants the Organizer such exclusive right and license at no cost) to interview and/or photograph and/or film the Participant at the Event (and before and after the Event as the Organizer may reasonably require) and to the unlimited, worldwide, sub-licensable right to record, film, reproduce and use in all current and future media (including without limitation, print, audio, visual, audio-visual, digital media, social media, the Internet, mobile telephony and so-called "3/4/5G" technologies, CD-ROM or DVDs) the Participant's name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of the Participant, and any biographical or other information or data related to the Participant (including run times and results), in connection with the production, advertisement, marketing, promotion or sale of Event sponsor products and/or the promotion, marketing or advertisement of the Organizer or any Event sponsor.

9.2 Participation in the Event does not confer any rights (by implication or otherwise) on the Participant to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of the Event.

## 10. MISCELLANEOUS

10.1 These terms and conditions (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 Online Entry Form (and the documents referred to in it) he/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) other than as expressly set out herein.

10.2 If any provision of these terms and conditions is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the provision shall be amended in such a reasonable manner or it may be severed from the terms and in either event the remaining provisions shall remain in full force and effect.