

Terms and Conditions

Meadows Marathon 2021



1.0 Definitions and Acronyms

1.1 From herein, the following definitions shall apply:

- 'We' or 'us' refers to the Meadows Marathon, Edinburgh Students' Charity Appeal (ESCA) or Edinburgh Raising and Giving (RAG, a sub-division of ESCA)
- 'You' refers to the signee of terms and conditions as a registered participant
- 'Event Weekend' refers to the period of the event, 20th-21st March 2021
- 'The event' refers to Meadows Marathon 2021
- 'Event official' refers to a member of staff or volunteer working for Meadows Marathon, Edinburgh RAG or ESCA
- 'Event Rules' refer to the provisions of these Terms that relate to the running of the event during Event Weekend
- 'TGFFC' refers to The (Global) Future Forest Company

2.0 Registration and Participation

2.1 An email address is required for all entries. All correspondence will be via email, except in the case of urgent information, which may also be communicated via text message. A separate email address and phone number for each participant are preferred but not required.

2.2 All participants must provide their full name and details of any health problems or medication upon entry. Failure to disclose such information may result in withdrawal from the event.

1. If the status of your health changes, meaning you are no longer advised to participate, between registration and Event Day, event officials must be notified at registration@meadowsmarathon.org.uk

2.3 Meadows Marathon reserves the right to close registration at any point

2.4 In the case of 2.2 above, no refund will be issued

3.0 Payment, Cancellation, Transfers and Registration Fees

3.1 The entry fee you pay is stated at the point of registration

3.2 We reserve the right to alter the price for new entrants and to offer discounts during open registration. Refunds will not be given to those who have signed up at a different rate. Use of discount codes that are intended for use by a specific registrant is restricted to the original recipient only. Misuse of discount codes will result in disqualification from the event and any future Edinburgh RAG or ESCA events and you will not be entitled to a refund of your entry fee and any booking fee.

Your right to withdraw

3.3 If you wish to withdraw from the event, you must send a written request to registration@meadowsmarathon.org.uk clearly stating your intent to withdraw. This must be sent from the same email address that you registered with.

3.4 If you have provided written notice in accordance with Clause 3.3 above, you will be entitled to a refund of a portion of your entry fee as follows:

Date of notice	Refund entitlement
Before 31 st January 2021	100% of the entry fee less any booking fee
1 st February 2021 onwards	You will not be entitled to any refund

3.5 Your entry and any entry fees cannot be deferred to a future event.

Transfers

- 3.6 If you wish to transfer your ticket to another runner, you must send a written request to registration@meadowsmarathon.org.uk clearly stating your intent to transfer. This must be sent from the same email address that you registered with. Meadows Marathon will endeavour to ensure transfers are honoured but cannot guarantee this will always be possible. Where we have approved your transfer request, we will send you written confirmation of this by email.
- 3.7 Transfers can only be made within the same race and cannot be deferred to another year

4.0 Race Packs

- 4.1 Meadows Marathon will endeavour to ensure race packs are delivered prior to the Event Weekend. We cannot guarantee this will always be the case, and where delays occur, participants will not be eligible for compensation or refund.
- 4.2 Race packs can be delivered within the United Kingdom, Europe (countries and regions listed [here](#)), or United States of America. Participants requiring international shipping will be required to pay for any additional fees incurred.
1. Note that due to Coronavirus restrictions, certain countries or regions may be affected by suspended delivery – for more information click [here](#). We will not attempt to deliver to a suspended country or region.
- 4.3 Event officials reserve the right to amend the contents of race packs at any time. Compensation will not be issued if this occurs.

5.0 Fitness to Participate

- 5.1 During the Event Weekend, you must be fit to run and free from injury which would prevent you from participating in the race or which would be exacerbated by your participation in the race
- 5.2 You take part in the event at your own risk and we accept no liability for any injury you may suffer whilst participating in the event
- 5.3 You must not be under the influence of drugs or alcohol whilst participating in the event

6.0 COVID-19

- 6.1 You should refrain from participating in the race if you:
1. Develop COVID-19 symptoms
 2. Have tested positive for COVID-19 after 5th March 2021
 3. Are living in the same household as someone who has tested positive for COVID-19 after 5th March 2021
 4. Have been instructed by NHS Track and Trace (or your local equivalent) to self-isolate
 5. Are feeling generally unwell
 6. Have returned from a country or high-risk region with a quarantine period in force. For more information visit here for information on [Scotland](#), [England](#), [Wales](#) and [Northern Ireland](#).
- 6.2 Those in the 'shielding' category are advised to take exercise extreme caution when participating
- 6.3 Participants are required to adhere to all relevant rules and restrictions in the area or country they are running in. It is your responsibility to ensure you are aware of the most up-to-date restrictions.

7.0 Participant Conduct and Disqualification

- 7.1 We reserve the right to disqualify any participant found to be in breach of these Terms and Conditions, and no refund will be issued in these circumstances

- 7.2 You are expected to conduct yourself in a cordial and considerate manner during your participation in the event
- 7.3 Disqualification (and a ban from future participation in any Edinburgh RAG events) may be enforced as a result of any of the following:
- Unsportsmanlike conduct
 - Acting dangerously
 - Evidence of trespassing whilst running
 - Evidence of receiving assistance from anyone during the progress of the event, without the express permission of event officials
- This is not an exhaustive list and event officials have discretion as to what behaviour, in their reasonable opinion, justifies disqualification from the race.
- 7.4 As a participant, you are required to ensure your runner ID is correctly entered into the RaceNation app, which will allow for your progress to be traced

8.0 Your Safety

- 8.1 You are responsible and assume liability for any medical expenses incurred as a result of training for and/or participation in the event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.
- 8.2 You take part in the Meadows Marathon 2021 Virtual Race entirely at your own risk. Runners should wear high-visibility clothing when running in low-light conditions and you should always take care around traffic or running off-road. Meadows Marathon accept no responsibility for any accidents or injuries sustained whilst taking part in the Meadows Marathon 2021 Virtual Race

9.0 Cancellations and Alterations of the Event

- 9.1 We reserve the right to refuse or cancel applications, including duplicate applications
- 9.2 We also reserve the right, where it is necessary or reasonable to do so, to alter the date of the event or the event format. If we do so, you will not be entitled to any refund and no liability can be taken for any losses incurred as a result of our actions.
- 9.3 Participants will not be entitled to any refund if the event is cancelled because of circumstance beyond the reasonable control of the event organisers; these include, but are not limited to:
- an act of God
 - explosion
 - acts of a public enemy
 - war
 - insurrection
 - terrorist act or threat of terrorist act
 - sabotage
 - epidemic
 - embargoes
 - strikes or the death of a leading member of the British Royal Family
- 9.4 Event officials reserve the right to delay, cancel, or suspend the race due to inclement weather in accordance with emergency protocol on severe emergencies and/or inclement weather. No refund will be issued in these circumstances.
- 9.5 If the event is cancelled or suspended in accordance with Clause 9.3 or 9.4 above, any money raised in sponsorship and held by the Meadows Marathon will be paid to the designated charity. The same shall apply if the event is delayed and you are no longer able to participate.

10.0 Liability

- 10.1 The race organisers will not be liable for any injury, loss or expense which may arise in consequence of your participation in this event except where this occurs as a direct result of our negligence
- 10.2 You are responsible for your own personal health and safety. Meadows Marathon accepts no responsibility for any loss or injury occurring through participation.

11.0 Amendments or Exceptions

- 11.1 Event officials reserve the right, to modify, supplement or waive all or part of the event rules.
- 11.2 You shall be bound by any modification or supplement of the event rules published prior to the event at meadowsmarathon.org.uk/terms-conditions
- 11.3 Failure to follow these event rules, as may be amended, will result in immediate disqualification and removal from official results. No refund shall be issued.
- 11.4 Should you need to request a waiver of any of the Event Rules or other Terms, please submit a written request to us at registration@meadowsmarathon.org.uk no less than 30 days before the event date, specifying the nature of and reasons for the request. Your request will only be deemed to have been accepted upon you receiving written confirmation from us that your waiver request has been accepted.

12.0 Collection and Use of Data

- 12.1 We will only use information that we collect about you lawfully in accordance with the General Data Protection Regulation Act 2018.
- 12.2 By registering for the event, you acknowledge and agree that personal information can be stored, used and disclosed by us, in connection with the organisation, promotion and administration of the event and for the compilation of statistical information.
- 12.3 We will endeavour to ensure full confidentiality of participant information.
- 12.4 Some of your information, such as phone numbers, will be shared with third parties where deemed necessary by event organisers, or where emergency services, first aid or other contractors, with the express permission of event officials, deem access to personal participant information is imperative to the safety and security of the event
- 12.5 Your information will never be shared or sold with an external party unrelated to Meadows Marathon
- 12.6 By participating in the Meadows Marathon, you agree for your image and or footage to be taken and used for promotional purposes by ESCA, Edinburgh RAG and Meadows Marathon.

13.0 Promotions, Competitions and Incentives

- 13.1 Personal promotions, such as unique discount codes, are only to be used by the entrant in which they were intended
- 13.2 The entrant that fundraises the highest total sponsorship will receive a gift pack provided by M:X® Hydration (Mix Innovations Ltd)
 1. This prize is non-exchangeable, non-transferable and no cash alternatives will be offered
 2. Meadows Marathon will attempt to contact a winner twice by email. The initial email will be sent the day after Sponsorship pages close, April 5th. If the intended winner does not acknowledge receipt of these emails within 14 days of the second email, the winner forfeits their right to the prize. The prize will then be offered to the next highest fundraiser.
 3. The prize will be dispatched within 14 days of receipt of the winning email

4. Meadows Marathon reserves the right to substitute prizes with another prize of equal or higher value if circumstances beyond our control make it necessary to do so.
- 13.3 Only donations made to RaceNation fundraising pages or cash donations processed by Meadows Marathon will be eligible as contribution towards your fundraising total. Meadows Marathon cannot track or trace donations made through third-party services

14.0 Trees Not Tees

- 14.1 By selecting 'Plant a Tree' at the point of registration, the following terms apply
- 14.2 'Trees Not Tees' is provided by The (Global) Future Forest Company (registered in England, company number 11111043), herein referred to as 'TGFFC'
- 14.3 TGFFC vow to plant and maintain a tree for at least 10 years for each participant that opts in to the 'Trees Not Tees' scheme
- 14.4 Participants will receive details of the tree planted under their name, including a picture, species and geo-location
- 14.5 By opting in to the 'Trees Not Tees' scheme, Meadows Marathon will provide TGFFC with the following information
 1. Full name
 2. Email
 3. Confirmation of participation in Meadows Marathon 2021For more information on how TGFFC will use your data, visit www.treesnottees.com/privacy or contact hello@treesnottees.com

15.0 General

- 15.1 We reserve the right to amend the Event Rules where it is necessary or reasonable to do so up to and including on the Event Weekend. Please check meadowsmarathon.org.uk/terms-conditions for up to date information on the event.
- 15.2 If we amend any other Terms and the change is to your disadvantage, we will provide written notice to the email address you registered with and you will have the right to withdraw from the event without penalty. If the change is to your advantage, we will update these Terms and publish them at meadowsmarathon.org.uk/terms-conditions
- 15.3 Should any of these terms be deemed to be unenforceable, this will not affect the validity of the remaining terms (subject to them not individually being deemed to be unenforceable)
- 15.4 If you live in Scotland, Scots law applies to these Terms. If you live elsewhere, English law applies. If there is a dispute between us, you can take action against us in any UK court.