

General Conditions of Entry

RideLondon-Essex 100

1. Introduction and Scope

- 1.1 Capitalised but undefined terms used in this clause 1 shall have the meaning given to them in clause 2.
- 1.2 The following terms and conditions of sale (the "**Conditions**") set out the general conditions for application to, and participation in, the Event.
- 1.3 Any person who applies to take part in, or compete in the Event, shall be deemed to have accepted and agreed to comply with these Conditions, the Event Conditions and the Applicable Laws.
- 1.4 **Your attention is particularly drawn to clauses 4.2 (transferability of entry), 7 (Cancellation by us) and 10 (Liability).**

2. Definitions and Interpretation

- 2.1 In these Conditions the following definitions shall apply:
 - a. "**Agreement**": the agreement between You and LMEL comprised of the Event Conditions and these Conditions of Entry;
 - b. "**Applicable Laws**": means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures in the context of COVID-19, of any governmental authority that apply to You, or the subject matter of these Conditions.
 - c. "**Event**": the RideLondon-Essex 100 organised by LMEL;
 - d. "**Event Conditions**": the terms and conditions, in addition to these Conditions of Entry, provided to You by LMEL in respect of the Event from time to time;
 - e. "**Event Date**": the announced date of the Event;
 - f. "**Fee**": the fee payable by You (or the charity from whom You obtained the entry) to LMEL in consideration of Your participation in the Event, as specified in the Event Conditions;
 - g. "**Force Majeure Event**": any circumstance not within LMEL's reasonable control including:
 - (a) acts of God, abnormally inclement weather, flood, drought, lightning, storm, earthquake or other natural disaster;
 - (b) epidemic, pandemic or infectious disease;
 - (c) terrorist attack, civil war, civil commotion or riots, crowd disorder, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - (d) nuclear, chemical or biological contamination or sonic boom;
 - (e) any law or any action taken by a government, public authority, court, competent national authority or governing body, including cancelling a public event, imposing capacity restrictions on a public event,

imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, subsidence, structural damage, fire, explosion or accident; (g) player strike; (h) death of a member of the Royal family; and (h) any labour or trade dispute, strikes, industrial action or lockouts

- h. "**LMEL**": London Marathon Events Limited - incorporated and registered in England and Wales with number 01528489 whose registered office is at 190 Great Dover Street, London SE1 4YB;
- i. "**Officials**": any Event officials as appointed by LMEL from time to time;
- j. "**Privacy Policy**"; LMEL's privacy policy which can be found [here](#)
- k. "**Rules**": the laws, rules and regulations of British Cycling and any other relevant governing body.
- l. "**You**" "**Your**" - the entrant to the Event or, where You are signing as a parent or guardian for a child aged under 18 for whom You are responsible, Your child;

2.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2.4 Any obligation on a person not to do something includes an obligation not to allow that thing to be done.

2.5 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

2.6 References to clauses are to the clauses of these Conditions.

2.7 Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. **ENTRY**

3.1 These Conditions apply to applications made via all channels, including:

- a. Charity entries: Where charity purchases a place in the Event and riders enter the Event as a guaranteed entry;
- b. Direct sales: Where a rider enters the Event direct online without a ballot; and

- c. Ballot: Where a rider registers in the ballot and a random draw selects riders who have the opportunity to enter the Event with payment.

3.2 By submitting Your application You agree to;

- a. enter the Event (provided that, where entry is via the ballot, such entry is subject to being successful in the ballot); and
- b. abide by the Agreement, the Rules and all Applicable Laws; and

3.3 Where You are provided with an electronic chip by LMEL to record Your time, this should be used in accordance with the instructions provided with such chip.

3.4 No refunds of the Fees will be given where there has been a breach of these Conditions by You.

4. EVENT SAFETY

4.1 At all times during the Event You must adhere to all instructions given by LMEL and the Officials from time to time.

4.2 Participation in the Event is personal to you; You are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event or allowing any other person to wear Your Event number. **Any breach of this clause 4.2 shall render Your entry void with no right to a refund and all rights conferred or evidenced by such entry shall be nullified. If You are found to be in breach of this clause 4.2 we reserve the right to exclude You from participation in future LMEL events.**

4.3 You are not permitted to use the following items in the Event:

- a. subject to clause 4.5, any artificial or motorised aid;
- b. any pets or animals;
- c. any unconventional handlebars, including triathlon bars, clip-on bars, prayer bars, Spinaci bars and cow bars;
- d. cycles without properly functioning front and rear brakes;
- e. bars without bar end plugs fitted;
- f. mobile phones while cycling. You must pull to the roadside and stop if You wish to make/receive a phone call; or
- g. any other item that could potentially inhibit the flow or safety of other participants or which we, in our reasonable opinion, deem may cause danger or risk of danger to You or other participants or which LMEL, in its reasonable opinion, deem may cause danger or risk of danger to You, other participants or spectators.

- 4.4 You warrant to LMEL that You will be on the Event Date, sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement. If You are in any doubt LMEL recommends that You seek medical advice.
- 4.5 Only Electric assisted pedal cycles (an “**EAPC**”) are permitted in the Event. Cycles of this nature must comply with EAPC regulations which include the following:
- a. cycle must be fitted with pedals that are capable of propelling it;
 - b. maximum continuous rated power of the electric motor must not exceed 250 Watts; and
 - c. electrical assistance must cut-off when the vehicle reaches 15.5 mph
- 4.6 Subject to condition 5.5 of the Event Conditions, You are responsible for providing and using a roadworthy bicycle and helmet which comply with the Rules. The wearing of helmets throughout the Event is compulsory and must be fastened properly at all times when cycling. Helmets must be in good condition.

5. EVENT EJECTION

- 5.1 LMEL reserves the right to refuse entry to the Event or to ask You to cease participation in the Event if:
- a. You fail to follow instructions given by any Officials;
 - b. You attempt to participate in the Event in a manner that LMEL, acting reasonably, believes:
 - i. may cause injury to You or another participant;
 - ii. may damage or harm the environment;
 - iii. is likely to cause offence; or
 - iv. otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in clause 4;
 - c. in LMEL's reasonable opinion You are unfit to participate in the Event due to:
 - i. the consumption or use of alcohol or drugs;
 - ii. an injury or illness;
 - iii. Your failure to arrive at the start location at the specified time; or
 - iv. Your inability to make sufficient progress in the Event to allow You to complete the Event in line with timelines set by Officials. Participants will only be eligible for a medal and to feature in the list of rider times if they complete the Event course before the

official cut off time on the day of the Event (which is subject to variation in LMEL's sole discretion).

- 5.2 If, in accordance with clause 5.1, You are refused entry to the Event or LMEL requests that You cease participation in the Event, You must remove Your identification number and electronic chip and return them to an Official as soon as possible.
- 5.3 It is strictly forbidden at the Event to express, to disseminate of any insulting, racist, xenophobic, sexist, religious, political or other illegal/prohibited messages, particularly discriminatory propaganda messages or being in possession of such material.

6. CANCELLATION BY YOU

- 6.1 You should inform LMEL immediately in the prescribed manner if You need to withdraw for any reason. If You do so, the Fee will not be refunded but, if this is not an entry that You have already held over, You will be permitted to have a guaranteed entry for the next year's Event subject to applying in the required manner and paying the new entry fee. If You have obtained a place from a charity then the place will revert to the charity.

7. CANCELLATION BY US

- 7.1 LMEL and the Officials reserve the right to make alterations to the time, date and location of the Event due to any Force Majeure Event which has a major impact on the Event taking place.
- 7.2 LMEL may cancel, abandon or postpone the Event due to any Force Majeure Event.
- 7.3 In such circumstances:
 - a. LMEL will, if practicable, provide written notice of such cancellation, abandonment or postponement to the address it holds for You. In the event that written notice is not practicable due to the timescales involved, LMEL will use reasonable endeavours to provide other suitable methods of notice including e-mail, mobile phone, text message, television and radio broadcasts;
 - b. You will receive a refund of the Fee; and
 - c. LMEL will have no responsibility for any losses, expenses or costs incurred as a result of cancellation, including any travel or accommodation costs.

8. PRIVACY, DATA PROTECTION AND SOUND AND IMAGE RECORDINGS

- 8.1 Please read the [Privacy Policy](#) carefully to understand how Your personal data is processed. In particular, You acknowledge (regardless of whether you are successful in any application) that LMEL may use any information provided during Your application for the purpose of processing such application and for LMEL's enforcement of its legal rights and for the reasons detailed in condition 3 of the Event Conditions.

- 8.2 You acknowledge and, so far as is necessary under Applicable Laws, consent to being photographed, filmed or taped by LMEL and/or any third parties appointed thereby, which shall have the right, in perpetuity or for the maximum term permitted under the Applicable Laws, to use, broadcast, publish and license, without any requirement for payment of money or other form of consideration and without credit, the Your voice, image and likeness by means of live or recorded video and/or audio display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.
- 8.3 You accept and acknowledge that it is in LMEL's legitimate interests to use and publish and exploit the content detailed in clause 8.2 in this manner (including any personal data contained therein) as it requires the ability to: (i) publish, display, sell and distribute the Event by means of film, television, radio, print media, internet, publicity material (or any other media now known or in the future); and (ii) use the images for safety and security, promotional, training, editorial or marketing purposes by LMEL, as determined in LMEL's sole discretion (including commercial partners and accredited media organisations). Notwithstanding the foregoing, where required under Applicable Laws, You give Your consent to such use.
- 8.4 You shall not take, record and/or transmit any sound, image and/or description of the Event other than for Your exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Event for any commercial purposes).

9. CHANGES TO THE EVENT

- 9.1 LMEL reserves the right to change the course, or make any other amendment to the Event that it deems necessary to stage the Event. Any material change to the Event will be communicated to You at the Event, or sooner if practicable.
- 9.2 Should the course distance be reduced in accordance with clause 9.1, You agree that the Event is still deemed to be staged and that LMEL will not be liable to You for any refund.

10. LIABILITY

- 10.1 Other than is stated in clause 7, LMEL shall not be liable for any refund, loss (including indirect or consequential loss), damage or expense caused by a Force Majeure Event.
- 10.2 Subject to clause 10.5, in the event that LMEL is in breach of its obligations (under these Conditions or otherwise), LMEL shall only be responsible for such loss or damage suffered by You which was reasonably foreseeable as a result of the breach. LMEL shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time You entered into a contract pursuant to these Conditions.
- 10.3 Subject to clause 10.5 and notwithstanding clause 10.2, LMEL is not liable for any business losses and LMEL will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.4 Subject to clause 10.5, in any event, to the maximum extent permitted by law, LMEL hereby excludes any liability for loss, damage or injury to You and/or Your property, including any indirect

or consequential loss or damage, including loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.

10.5 Notwithstanding any provision in these Conditions, LMEL does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by LMEL's negligence or the negligence of any of its officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by Applicable Laws (including your statutory rights and rights as a consumer).

10.6 You accept and acknowledge that while any COVID protocols introduced by LMEL from time to time are designed to reduce the risk of transmission of COVID-19, it is not possible to eliminate that risk entirely. You assume the risk of suffering an illness or fatality related to COVID-19 as a result of your participation in the Event, and agree (on Your own behalf, and on behalf of Your estate, heirs, successors and assigns) that LMEL and its directors, officers, employees, agents and officials shall bear no liability in respect of any such illness or fatality unless it is proven that the illness or fatality was suffered as a result of the wilful misconduct or gross negligence of LMEL. You will not bring any claim that is inconsistent with the foregoing sentence.

11. SEVERABILITY AND AMENDMENT

11.1 LMEL reserves the right to change these Conditions if necessary to ensure proper and safe staging of the Event. LMEL will notify You of any material changes via an email sent to the address indicated by You in the application and You will have the choice to consent to such material changes or to withdraw Your application or withdraw from the agreement concluded with LMEL in accordance with these Conditions (as applicable).

11.2 Should any provisions of these Conditions be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, the remainder of these Conditions shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included.

12. GENERAL

12.1 Should there be any inconsistencies between a term in these Conditions and a term in the Event Conditions, the term in the Event Conditions shall prevail.

12.2 These Conditions have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the English version shall prevail.

12.3 The Agreement constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to the Agreement which is not already set out in the Agreement.

12.4 Any person not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

12.5 The Agreement is governed by the laws of England and Wales. The parties agree that the courts of London, England have exclusive jurisdiction to settle any dispute arising under or in connection with the Agreement. Notwithstanding the foregoing: (a) these Conditions shall not affect a person's statutory rights as a consumer and, in particular, if the claimant lives in Scotland they can bring legal proceedings in either the Scottish or the English courts or if they live in Northern Ireland, they can bring legal proceedings in either the Northern Irish or the English courts; and (b) LMEL reserves the right to pursue legal proceedings in a competent court of Your domicile, where such proceedings shall be governed and interpreted in accordance with English law.