

TERMS & CONDITIONS

Mighty Hikes 2020

These are the terms and conditions (“Terms and Conditions”) that will govern an individual’s participation in the Mighty Hikes 2020 and will, together with the Online Registration Form, the Online Confirmation (each as defined below) and any other terms and conditions referred to herein, form the contract between that individual and the “Organiser”, Threshold Sports Ltd (“Threshold”)

Your contract for services associated with the Event will be with Threshold Sports Ltd, and in this respect Macmillan Cancer Support Trading Ltd (“Macmillan”) is acting as an Agent for Threshold when confirming your participation on the Event or receiving the Registration Fee (as defined below). Macmillan has its own set of fundraising terms and conditions.

Applicants for a Mighty Hike 2020 should read both sets of terms and conditions carefully before submitting an application to participate in the Event.

1 REGISTRATION

1.1 Each Mighty Hike 2020 consists of (approximately) a marathon distance challenge event on foot (“the Event”). Each Event is organised by Threshold in aid of Macmillan and shall be referred to in publicity materials, etc. as “Mighty Hike”.

1.2 Only persons aged 18 years or above as at the event date may register for the Event. Exceptions for those aged 14 – 17 (on the date of the Event) may be agreed by Threshold provided that a parent or guardian completes a Parental Consent Form, and must be accompanied by a parent or guardian (aged 18 or over) on the Event.

1.3 Both the minor and parent or guardian must adhere to the registration Terms and Conditions, and fundraising requirements set out by Macmillan.

1.4 Applicants must pay the registration fee (the “Registration Fee”) and submit a completed online registration form (“Online Registration Form”) to participate in the event. Where registering a team, a nominated leader (the “Team Leader”) has the option to pay the Registration Fees on behalf of all applicants.

1.5 All applicants who have successfully registered (hereinafter referred to as “Participants”) will be notified by way of an email confirmation from Macmillan on behalf of Threshold that they have been allocated a place to take part in the Event (“Online Confirmation”).

1.6 Threshold will be notified by Macmillan of applicants that have successfully registered on the site and their registration information.

1.7 Places for the Event are strictly limited and therefore applications are subject to availability. Threshold will consider applications from eligible Participants on a ‘first come, first served’ basis (which Threshold shall determine in its absolute discretion) and otherwise in accordance with these Terms and Conditions.

1.8 The relevant date on which each registration is made shall be the date the Participant receives the Online Confirmation. Neither Threshold nor Macmillan are responsible for technical, hardware or software failures, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer/Internet transmissions or other errors or malfunctions of any kind which may prevent receipt by Macmillan of an Online Registration Form or receipt by an applicant of an Online Confirmation. For the avoidance of doubt, if, for any reason whatsoever, an applicant does not receive an Online Confirmation, said applicant shall not be considered to be a Participant and neither Macmillan or Threshold shall not be responsible for the applicant’s failed application.

- 1.9 All Online Registration Forms must be received by Macmillan on or before midnight on the Friday two weeks prior to the Event date (“Entry Deadline”). Any Online Registration received by Macmillan after the Entry Deadline will not be accepted by Threshold. This deadline is subject to change if the Event entries are full prior to the above date. Macmillan reserves the right to close, disable or remove from its website the Online Registration Form at any time.
- 1.10 The Event is personal to the Participant accepting these Terms and Conditions, and the Participant undertakes and agrees (i) only to participate in the Event wearing the number assigned to his/her registration (“Participant Number”), (ii) not to authorise or permit any third party to use his/her Participant Number for the Event and (iii) not to sell, transfer or give any other person the right to participate in the Event and/or use their Participant Number, unless in accordance with Clause 2.3.
- 1.11 If at any time it is discovered that any Participant should have been ineligible to participate in the Event or if participation in the Event should have been refused for any reason whatsoever, Threshold reserves the right to disqualify such Participant from/refuse such Participant entry to the Event. Further, Threshold reserves the right to reject at any time any Online Registration Form which it believes to be fraudulent, or to disqualify at any time any Participant it believes not to have fully complied with these Terms and Conditions from participating in the Event, or in any future Mighty Hike events. Threshold and Charity shall not be liable in any way to such Participant as a result of any such disqualification or refusal. It is the Participant’s responsibility to ensure full compliance with these Terms and Conditions.
- 1.12 The Pre-bookable Coach services and parking options are provided as a complimentary service to the participant by Macmillan and are not a fundamental element to the event entry.

2 CANCELLATION, DEFERRAL AND PARTICIPANT TRANSFER OPTIONS

- 2.1 The Registration Fee is non-refundable under any circumstances and is due, on submission of the Online Registration Form. If payment is rejected or not cleared for whatever reason, Threshold reserves the right to refuse registration and entry into the Event.
- 2.2 For the avoidance of doubt, where a Team Leader has paid the Registration Fee for an applicant who fails to complete the Online Registration Form, or who intends to cancel their place in the Event, the Registration Fee remains non-refundable.
- 2.3 Any Participant intending to cancel their place in the Event shall inform Macmillan as soon as reasonably practicable. The Participant acknowledges that:
- The Registration Fee is non-refundable under any such circumstances;
 - Any requests and/or resulting arrangements for Macmillan to return any fundraising to individual donors must be communicated to Macmillan by emailing hiking@macmillan.org.uk ; and
 - Neither Threshold or Macmillan are responsible for the losses or costs incurred from the cancellation of a place and exclude and limit all such liability.
- 2.4 It is not possible for a Participant to defer a place from one calendar year to another.
- 2.5 A Participant can transfer their entry to another individual (“Participant Transfer”) provided this takes place at least 2 weeks prior to the Event date. Notice of a Participant Transfer must be communicated by the outgoing Participant by emailing hiking@macmillan.org.uk stating clearly the desire to make a Participant Transfer and the full name and email address of the new entrant (“Incoming Participant”).
- 2.6 Once the request for Participant Transfer has been received, Macmillan will send the Incoming Participant a web link to sign up to the Event and will cancel the outgoing Participant’s registration. Payment of the Registration Fee will be taken from the original (outgoing) Participant and is non-refundable in accordance with clause 2.1; it will therefore be a matter for the outgoing Participant and the Incoming Participant to agree privately how that cost should ultimately be shared between them.

- 2.7 A Participant can transfer their entry to another Mighty Hike taking place in the same calendar year (“Event Transfer”) provided this takes place before 2 weeks prior to the Event date and that there is participant capacity in the alternative Mighty Hike. Notice of an Event Transfer must be communicated by the registered Participant by emailing hiking@macmillan.org.uk stating clearly the desire to make an Event Transfer and the name of the new Mighty Hike they wish to take part in.
- 2.8 Once the request for Event Transfer has been received Macmillan will send an email confirming the event transfer.
- 2.9 It is the participant’s responsibility to make Threshold aware of any changes to the information submitted on the Online Registration Form. Failure to do so may impact some of the services made available for you whilst on the Event. A Participant request to change information should be made to Macmillan by emailing hiking@macmillan.org.uk. Changes include but are not limited to – parking and coach arrangements, medical information, dietary requests, and start waves which are subject to availability and a reasonable request period.

3 MIGHTY HIKES

- 3.1 Subject to Clause 3.3 below, the Event will be held on the date listed on www.macmillan.org.uk/mightyhikes
- 3.2 The Event is a one day (approximate) marathon distance hike along a signed route. Participants can either complete the route in groups or alone.
- 3.3 Threshold may need to change the time, date, route and/or format of the Event and to cancel the Event, in whole or in part, due to circumstances beyond the reasonable control of Threshold (including, for example, extreme weather conditions, fire, flood, outbreak of disease, natural disasters, etc.). In such circumstances, Macmillan shall inform the Participant by email of any such change or cancellation. For the avoidance of doubt, the Registration Fee is non-refundable under any such circumstances
- 3.5 Threshold reserve the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason 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 contagious illness (in particular diarrhoea or vomiting symptoms) and confirms that he/she will report any illness during the Event to the Event medical team immediately.
- 3.6 Without prejudice to Threshold’s right to remove any Participant from the Event due to ill health pursuant to Clause 3.5 above, the Participant acknowledges and agrees that if he/she becomes ill (with an infectious or non-infectious) illness (as determined by the Event medical team) during the Event and are advised by the Event medical team against their continued involvement in the Event, the Participant shall be removed from the Event. Threshold’s decision will be based on a fair and non-discriminatory process and in all cases will be deemed final.
- 3.7 A Participant may be disqualified (“Disqualification”) from the Event by Threshold if he/she arrives at the Check Point after the designated Check Point closure time (as published by Macmillan in the pre-event information guide).
- 3.8 No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be used by any Participant. Threshold and Macmillan reserve the right to refuse attendance at, or participation in, the Event by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.
- 3.9 Pursuant to Clause 3, should a parent or legal guardian of a minor be refused entry, removed, or need to retire from the event, the minor must also retire.

3.10 No dogs (except for, at the sole discretion of Threshold, guide dogs) or other animals or pets are permitted at the Event or on any of the Event routes.

3.11 As a continuing condition of entry each Participant shall ensure that, for the duration of the Event:

- he/she carries a charged mobile phone which can be used to contact the Participant [in case of emergency];
- he/she accepts that they are responsible for their own safety during the Event;
- The route will be sign-posted; however, he/she remains responsible for navigating themselves from the start to the finish;
- he/she agrees that they are responsible for their own fitness to take part in the Event, and will consult a doctor prior to the Event to establish that their level of fitness is appropriate if necessary. Pursuant to the medical information the Participant provides on the Online Registration Form, a medical representative of the Threshold's choosing may be in contact to discuss his/her suitability of fitness.
- he/she does not start earlier than their allotted start time (although he/she must arrive at the start of the Event 45 minutes before their allotted start time (or such other start time as communicated by Macmillan in advance)). Failure to comply with this rule may result in Disqualification;
- he/she completes the route by the designated Route closure time (as published by Macmillan in the pre-event information guide), however, Threshold reserves the right to alter the route start and finish times in the event of mitigating circumstances e.g. inclement weather conditions;
- he/she acknowledges that it is their responsibility to ensure that they have been correctly checked-in at each Check Point along the route;
- he/she acknowledges the recommended kit list of the Event, as communicated by email prior to the Event by Macmillan;
- he/she understands that if they wish to withdraw from the Event, they must report to the nearest Check Point or contact the event control number provided;
- due to the outdoor nature and endurance aspect of the Event, he/she maintains personal hygiene at all times, and adheres to all hygiene advice provided by Threshold;
- during the Event, he/she displays his/her Participant Number provided at registration in the manner indicated by Threshold;
- he/she follows the Event route signage at all times, and does not deviate from the official signed route and/or the route information or navigation instructions provided for the Event;
- he/she abides by all Event rules and regulations as may be communicated to him/her by the Threshold or Macmillan from time to time;
- he/she complies with the Countryside Code at all times;
- he/she is responsible for the collection and appropriate disposal of his/her litter along the entirety of the route, including at the Check Points;
- he/she understands and agrees that he/she is not permitted to bring a formal support crew along the route, as this could endanger the safety of Participants or other Event staff; and
- he/she obeys authorised marshals at all times; failure to do so will result in Disqualification.
- where he/she is consenting to chaperone a minor, he/she agrees to the minor taking part in the Event in accordance with the Terms and Conditions, and accepts the hazards involved and acknowledges that the minor takes part in the event at their risk.

4 PARTICIPANT'S WARRANTIES AND UNDERTAKINGS

4.1 The Participant warrants and undertakes that:

- he/she will be bound by these Terms and Conditions;
- The Participant agrees at all times during the Event to abide by the reasonable instructions and guidelines of Threshold's staff, nominated representatives, and contractors and to behave appropriately at all times on the route. Participants acknowledge and agree that Threshold will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the following aspects of the Event: health and safety, logistical operations, participation, and general organisation.
- The Participant understands the endurance demands of the Event and commits to preparing to take part in the Event by:

- complying with the Event training advice as issued by Macmillan.
 - completing a medical and dietary form as provided during the Online Registration process for the Event.
- The Participant acknowledges that participation in the Event involves inherent risks of accidents and injury.
 - The Participant acknowledges that he/she is personally responsible for his/her own belongings during the Event. He/she should collect any personal lost items from the lost property box at the Info Desk before he/she leaves the Event. Should he/she discover that they have lost an item he/she must email the Threshold at info@thresholdsports.co.uk within 4 weeks of the event date and where the item has been found, arrange for it's collection at their own expense. After the 4-week period, items will be donated to charity or disposed of as necessary and at Threshold's discretion.
 - Participation in the Event is at the Participant's own risk. Threshold is responsible for the general safety and security of the Event. However, each Participant is responsible for acting sensibly and taking care to protect their own (and others') health and safety, following Threshold's instructions, and letting Threshold know as soon as possible if something goes wrong or if the Participant has any particular concerns. Within those limits, Threshold shall not be liable to any person (including the Participant and/or any of the Participant's insurers) 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 Threshold or any of its employees and contractors).
 - The Participant confirms without reservation that he/she is in a good physical condition to participate in the Event, that he/she understands the endurance demands of the Event, and will not arrive at the Event in ill health or unfit to take part.
 - The Participant confirms that he/she will not publish or post on any website or other media operated by the Threshold or Charity or related to the Event any text, statement, photograph, image or other material which is obscene, blasphemous, defamatory, infringes the intellectual property or other legal rights of any third party or is otherwise unlawful, offensive or inappropriate. The Threshold and Charity have the right to remove any material at its discretion and take appropriate legal action against any person found to be or alleged to be in breach of this Clause 4.1.

5 PRIVACY STATEMENT

- 5.1 The Participant acknowledges and agrees that all information relating to Participants collected by or on behalf of Threshold 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 1998 and, from 25 May 2018, the General Data Protection Regulation (2016/679/EU) and all applicable laws and regulations relating to the processing of personal data and privacy. Threshold Sports will only disclose such information to a third party in connection with the safe organisation, staging and administration of the Event, including but not limited to, medical teams, timing and tracking teams and race pack fulfilment.
- 5.2 Each Participant is entitled to withdraw his/her consent to categories of e-mail and/or SMS communications from Threshold and Macmillan and can do so at any time by either: i) following the opt-out instructions provided in the relevant e-mail or SMS, or ii) by emailing hiking@macmillan.org.uk. Please note that due to email production schedules you 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.
- 5.3 To delete all of their information from Threshold's database, Participants may email hiking@macmillan.org.uk. In circumstances where the Participant requests deletion of his/her Participant's profile, Threshold reserves the right to maintain information about individual sales transactions (not including credit card details) for record keeping. The Participant's attention is also drawn to Clause 5.4 below.

5.4 Subject to the Participant's right to modify or request the deletion of data from Threshold's database, the Participant hereby acknowledges that it is a strict condition of participation in the Event that all mandatory fields within a Participant's profile 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 Threshold in order to properly and safely administer and conduct the Event, and Threshold 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.

6 COMPLAINTS

6.1 Any complaints in relation to the Event/s should be made to info@thresholdsports.co.uk