

# Corporate Relay

## Conditions of Entry

"ME Rules" means the rules as made available to the Company on the corporate relay website (as the same may be amended from time to time). "ME" means Mullenbach Events Ltd, a company registered in England and Wales. "Company" means the company, partnership or public sector organisation that enters a Team of Participants and spectators into an Event. "Conditions of Entry" means these terms and conditions of entry for the Event. "Entry and or registration Form" means the entry form on the company website or the form emailed to your company representative (or if sent digitally or by fax, on the foregoing page). "Event" means an official competition staged by ME or its authorised agents. "Fees" means the total entry price for all Teams including spectators attending the Event and additional items bought along with the entry race entry, associated to the Company. "Participant" means an employee of the Company (or other individuals who are attending the event associated to the Company) who is a competitor or spectator in an Event. "Participant's Medical Waiver and Consent Form" means the same named forms made available to the Company during the registration process. "Team" means the number of Participants as set out on the Participant's Medical Waiver and Consent Form to be submitted by the Company.

### 1. PARTICIPATION AND COMPANY OBLIGATIONS

1.1 The Company agrees to abide by the ME Rules and hereby confirms that it has read and understood the same and furthermore will procure that each Participant abides by any applicable ME Rules. The Company shall not be entitled to a refund of the Fees or any part thereof or any other form of compensation of any kind if a Team or individual Participant is disqualified from an Event by ME as a result of an infringement of the ME Rules.

1.2 The Company acknowledges that participation in an Event will be physically strenuous for all Participants and shall ensure that Participants are physically capable of competing in such an Event and will procure that each Participant signs their Medical Waiver on the back of their race numbers and Consent Form prior to the Event. The consent form will be attached to your race registration form.

1.3 Only Participants who have signed the Participant's Medical Waiver and Consent Form will be allowed to take part in the Event. It is the responsibility of the company to ensure all runners have signed the medical waiver and consent form prior to the start of the race.

1.4 While ME endeavours to take care with the staging of Events, the Company acknowledges that personal accident insurance in relation to the Participant's or spectator person or property is the responsibility of the Company and/or the individual Participant as the case may be.

1.5 Race captains will ensure all participants abide by the rules of the event.

### 2. BOOKINGS AND PAYMENTS

2.1 On receipt of a completed Entry and Registration Form ME will issue an invoice to the Company for full payment of the Fees. All payments are stated to be exclusive of value added tax and the Company shall pay to ME at the same time as paying the Fees an amount equal to the value added tax properly chargeable upon such Fees

2.2 The Company shall have 10 days from the due date of invoice to pay the Fees and in any event ME must receive full payment prior to the Event. No cheques will be accepted as a form of payment. ME reserves the right to offer your company place to another company if full payment is no made 10 days after the date of invoice.

2.3 The Company must complete the team registration Form no later than 6 weeks prior to the closing date (16 June 2018). If the registration Form is not completed no later than 6 weeks prior to the Event, ME shall have the right, to refuse the Company the right to participate in the Event. In such circumstances, ME shall be entitled to retain the Fees paid by the Company to ME in respect of the Event.

2.4 The Company and/or its Participants, spectators and Teams shall not be eligible to compete in an Event until full payment of the Fees has been received. No payment shall be deemed to have been received until ME has received cleared funds.

### 3. WITHDRAWALS, CANCELLATIONS AND DEFERRAL

3.1 The Company may seek to withdraw from an Event at any time, subject to the following provisions of this clause and the absolute discretion of ME.

3.2, if the Company cancels within fourteen days of submitting the Team Entry Form but no later than 6 weeks prior to entering the event, then ME will refund the Fees already paid or issue a credit note in respect of any outstanding invoice issued in respect of the Fees less any administration costs incurred by ME.

3.3, if the Company withdraws any time after 6 weeks prior to the event (5 May 2018), the Company must pay 100% of the Fees due and ME shall not be liable to refund any of the Fees paid.

3.4 Notice of withdrawal must be by e-mail to [info@corporaterelay.co.uk](mailto:info@corporaterelay.co.uk). Withdrawals will not be accepted by telephone or by any other method of service.

3.5 ME reserves the right to change the Event format, date, time and to cancel the Event if unforeseen circumstances arise. If an event is cancelled by ME for reasons beyond ME control, all or part of Fees paid may be retained to cover costs for the management, administration and items already purchased for the event.

### 4. ORGANISERS' LIABILITY

4.1 The aggregate liability of ME in respect of any loss, expense, liability cost or damage of any kind whatsoever suffered by the Company and/or each and every Participant and spectator 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 Company to ME pursuant to these Conditions of Entry.

4.2 ME, 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 Company and/or a 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 in any case whether any of the foregoing was within the contemplation of the parties at the date the Company submitted the Entry Form and/or were suffered or incurred by the Company and/or a Participant or spectator arising out of a Participant or spectator taking part in the Event or any other matter arising under these

### 5. PUBLICITY AND RESULTS

5.1 The Company acknowledges that all Participants must sign the Participant's Medical Waiver on the back of race

numbers and Consent Forms consenting to being photographed, filmed, or recorded by ME (or anyone authorised by them) and the use and reproduction of their likeness in film, brochures or recordings.

5.2 If the Company does not wish its Participants to be photographed or otherwise recorded for security or other purposes, the Company shall notify ME in writing and ME will endeavour to stop photographs or recordings of such Participants being taken and/or published.

5.3 ME undertakes to make all Events results available to Company and Participants.

5.4 All decisions and rulings by ME relating to the Event are considered final.

## 6. DATA USE

6.1 ME will only use information relating to a Participant where they have agreed to such use in the Entry Form or the Participant's Medical Waiver and Consent Form.

## 7. CLAIMS

7.1 The Company shall procure that no Participant, spectator or Team brings a claim against ME arising out of or in connection with an Event and shall indemnify ME for any losses, costs, damages or expenses of any kind (including reasonable professional fees) which ME may suffer or incur as a result of any such claim and/or the threat thereof.

## 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 Company acknowledges and agrees that in submitting the Entry Form (and the documents referred to in it) it 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 Neither ME on the one part nor the Company on the other shall be liable to the other of them 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 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.

8.4 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.