2026 Ultra Challenge® Event – Terms & Conditions of Entry & Participation

These Terms & conditions of Entry serve as a binding contract between 'the Organiser'; Action Challenge Ltd, company number 3825838, currently of 1 Gunnery Terrace, Woolwich, London, SE18 6SW, or its Legal Successor in respect of the ownership of the Ultra Challenge® Series ('the Series') or any Ultra Challenge® event, and 'you / your' as 'the / a Participant' (as named on 'the Registration Form' and having paid the appropriate 'Registration Fee') and where applicable 'the Charity' that you may have nominated to fundraise for - in relation to an Ultra Challenge® event – 'the Event'. Full details of the Event, including its itinerary, services, rules, and joining instructions are set out on 'the Event Website' **www.ultrachallenge.com**

These Terms & Conditions supersede all other understandings, commitments, agreements, conditions, or representations relating to entry into an Ultra Challenge® event, and you are advised to print off and keep safe a copy of these terms and conditions once your booking has been accepted by the Organiser.

To participate in the Event, you acknowledge; you accept; you agree, and where relevant, you authorise the following:

1. Entering the Event

(a) The Event will involve prolonged physical exertion. You must be satisfied that you are sufficiently healthy, fit and well prepared to take on your chosen distance, and that there are no current or historical medical conditions which would, or should, or might, reasonably preclude your participation. If in any doubt you must consult your Doctor before completing the online Registration Form. You must declare any significant health conditions, or serious allergies, on the medical declaration section of the Registration Form. You must update your medical declaration on the Registration Form should your medical condition significantly change, or deteriorate, prior to the Event, and if that change is deemed sufficiently serious, you must consult your Doctor, and contact the Organiser directly via email if you have any doubts about your suitability to participate within the Event. The Organiser reserves the right to refuse or suspend your entry if in the professional opinion of its 'medical advisors' your participation could endanger your wellbeing or put you at serious risk.

(b) You must not arrive at the Event unless you are well enough to do so, or if you are displaying any symptoms of any disease, infection or illness that could reasonably be assumed to be of a danger to others associated with the Event, or that you have been asked to isolate by an authorised body. The Organiser reserves the right to refuse entry to the Event, or to an Event venue, if in the professional opinion of its medical team, a Participant, or any other person, is not sufficiently well and healthy. The Organiser also reserves the right to implement an appropriate and official vaccine passport scheme, and / or personal declaration, in respect of risk control measures surrounding the potential spread of a virus or infection.

(c) The Event will involve walking or running over varied ground conditions and terrain, including: trails, footpaths, bridleways, slopes, pavements, and roads – which may be affected by the prevailing weather conditions and can lead to mud, standing water, and slippery surfaces - and that you may also be required to cross styles, navigate flights of steps, and avoid an array of natural and manmade obstacles which may exist along the route. It is your responsibility to be as alert, as reasonably possible, at all times along the Event's route, and at Event rest stops, for the identification of potential hazards, and to do nothing which is likely diminish your level of alertness, or preparedness - or that of another Participant.

(d) On the date of the Event you must be: at least 18 years old to participate within the 'full' challenge (~100km); at least 18 years old to participate within the '3/4' challenge (~75km); at least 16 for a 'half' challenge (~50km); at least 14 for a 'quarter' challenge (~25km); and for lesser distances as stated on the Event Website. Exceptions may be made at the discretion of the Organiser. Those aged 16 years or less must be accompanied by an adult, who needs to be a Participant.

(e) You must sign-up via the online Registration Form and pay the appropriate Registration Fee for one of the 'Fundraising for Charity' options, OR to cover the full cost of your place if you have chosen to 'Self Fund' option OR the 'Own Place Fundraising' option. The Registration Fees are as set out on the Event Website at the time of registering and are payable online by a credit or debit card. The Registration Fee may be discounted by the Organiser in respect of official 'Partner Charities', and it may also be subject to promotional offers from time to time.

(f) The Registration Form online platform is operated by Active Network LLC, and data is processed securely in the USA in compliance with the EU – US Privacy Shield Framework. You are required to accept a standard waiver set out by Active Network LLC (the 'Active Waiver'), and some of the terms within that waiver are inconsistent with the clauses detailed in these Conditions of Entry in respect; however where there is an inconsistency these Conditions of Entry shall override the terms within the Active Waiver.

(g) A 'Platform Booking Fee' of 4% levied by the operators' of the online registration system, is applied to the Registration Fee & any Optional Extras purchased (not on merchandise items) and is also payable by card at the time of booking. The Platform Booking Fee is non-refundable in all circumstances.

(h) You will receive a confirmation email once you have successfully registered on to the Event, and you should keep this as your proof of purchase, and if applicable, follow the links to set up your fundraising page on JustGiving.com

(i) If a card payment made by you, or on behalf of you, in respect of the Registration Fee, fails or is blocked for whatever reason, at any time prior to the Event, your entry may be cancelled immediately and you may have to complete a new Registration Form to join the Event, and make a new and appropriate payment in order to take part, including covering any third party chargeback fees that may have incurred by the Organiser, and any reasonable admin fee levied by the Organiser.

(j) If you register on to the Event with one of the 'Fundraising for Charity options' you accept the terms associated with the appropriate 'Minimum Fundraising Target', as set out on the Event Website.

(k) The Organiser will contact you via email, phone, text message, mail or other appropriate mechanism in respect of the Event or the Series, and you will supply the Organiser with information as may be reasonably requested from time to time in respect of your participation in the Event in an accurate and timely manner. You also agree that the Organiser may contact you via an appropriate mechanism in relation to other similar events operated by the Organiser for a 3 full calendar year period after the Event under its 'legitimate interest' in you as an Ultra Challenge customer, or until such time that you request, by emailing the Organiser or opting out as advised, that no further contact should be made.

(l) If your email address changes from the one you entered into the online Registration Form at the time of registration, it is your responsibility to contact the Organiser with details of your new email contact address. Failure to do so will lead to you missing important communication updates in respect of the Event. Other personal details changes should be kept current and accurate by you via the mechanisms detailed on the Event Website help centre.

(m) If you have chosen a 'Fundraising for charity' option the Organiser will share your data, as set out on the Registration Form (with any personal sensitive, medical, and non-relevant data removed), with the Charity that you have nominated. The Charity will make subsequent contact with you via email, phone, mail or any other appropriate mechanism to enable the Charity to confirm your participation as a fundraiser for the Charity, and to set out their fundraising procedures.

(n) Limited and relevant data components within your Registration Form will be sent, by the Organiser, to competent third parties for the purpose of Event timing, safety, and other control purposes. Your planned participation and timing data in respect of the Event, including your name, will be posted on the Event timing website unless you e-mail the Organiser at least 14 days prior to the Event requesting that this does not happen (in which case your name would not be visible).

(o) You will act responsibly, honestly and legally at all times in respect of your participation in the Event and during the time leading up to it, and will not bring through your actions the Event, the Organiser, other Participants, and if applicable the Charity, or any other third party legitimately associated with the Event, and any Ultra Challenge event, into disrepute.

(p) You will abide by the 'Event Rules' as issued on the Event Website or other communication notified to you from time to time. The Organiser reserves the right to remove you from, or to preclude you starting within, the Event or any event within the Series or operated by the Organiser - if they believe that your participation might endanger other participants, employees, or agents of the Organiser or any other third party that is rightfully associated with the Event, or if the Organiser reasonably believes that your presence may bring the Events' reputation into disrepute, or may result in illegal or anti-social activity, or that in the reasonable opinion of the 'Medical Team' you are under the influence of alcohol or drugs.

(q) You will abide by the 'cut off times' in place on the Event, which are designed for the overall safety of participants, and represent the latest time that you would have to have exited a specific rest stop and embarked on the next stage, and you accept and agree that failure to meet the schedule of any of the published cut off times means that your participation in the Event may either be terminated by the Organiser, or that the Organiser has the right to arrange to move you forwards at their discretion. If you ignore the Organiser's instructions relating to the termination of your participation, or forward movement, you fully accept and agree that the Organiser has no further responsibility of any kind towards you from that point in time onwards.

(r) You will not encourage, request, allow, or enable any person who is not a signed-up Participant to join up with you, or to shadow you, on the Event course, at the Event rest stops, or on any part of the Event; and that if you do so, and therefore ignore this condition of entry, the Organsier reserves the right to terminate your participation within the Event as soon as it becomes apparent, and then will withdraw all of its support, hospitality, and logistics services at that point in time, with no subsequent refund or partial refund of any Registration Fee, 'Optional Extras' purchased, merchandise, or any fees that may have been paid by you, or on behalf

of you in respect of the Event. If the Organiser terminates your participation in the Event because of this reason, the Organsier also reserves the right to ban you from participating in any subsequent event operated by the Organsier, and in that instance you would only receive any refund on other events booked in line with the published cancellation policy, and on the basis as if you had triggered the cancellation yourself.

(s) Subject to clause 8(b) below, your place on the Event is not transferable to a third party, and you will only participate in the Event wearing the correct bib number and timing chip as assigned to you. If the Organiser discovers that your place has been unofficially transferred to a third party, that third party will be immediately cancelled from the Event, with no further services offered from that point in time onwards, and no refunds made in respect of the Registration Fee or any Optional Extras; you would also be banned from taking part in any other event operated by the Organiser - and in that instance you would only receive any refund on other events booked in line with the published cancellation policy, and on the basis as if you had triggered the cancellation yourself.

(t) You will abide by any reasonable guidelines that the Organiser may implement on the Event in respect of 'hygiene procedures' associated with minimising the likely spread any infection or disease.

(u) You accept that you participate within the Event entirely at your own risk. You understand and accept that participation within outdoor endurance events on public footpaths, bridleways, pavements and roads involves inherent risks of injury, accidents, trips, slips, exhaustion, dehydration, variable weather, exposure to inclement weather conditions, potentially getting lost, and exposure to other participants and third parties who may well not fully respect the Event rules or accepted event etiquette, or any hygiene type guidelines that have been communicated or are widely accepted as being reasonable and normal practice.

(v) You must arrive at the Event fully prepared with suitable kit, equipment, and water supplies, including a 'headtorch' if you're likely to be on the Event course in the hours of darkness. If in the reasonable opinion of the Organiser you are not sufficiently well prepared, and have therefore ignored the advice or rules set out for the Event, the Organiser reserves the right to suspend you entry on to the Event until you demonstrate that you have rectified the shortcomings, and If you fail to do so, or refuse to do so, your place on the Event will be cancelled by the Organiser at that point in time, with no subsequent refund or partial refund of any Registration Fee, 'Optional Extras' purchased, merchandise, or any fees that may have been paid by you, or on behalf of you.

(w) You must follow the route set out by the organiser and marked with the Event arrows and other signage' and you accept that unknown 3rd parties may tamper with the signage and therefore you should become familiar with the route and use the electronic maps and the route card provided by the Organiser to establish your location if needed - and if in doubt, to contact the Event 'Control Room' if you need any assistance.

(X) The Organiser reserves the right to use photographs or video type footage taken on the Event that may include you, or anyone else on land occupied by the Event, for digital marketing, on-line material, print marketing, and advertising.

(Y) Relevant details obtained by the Organiser's Medical Team or 'Safety Team' whilst you are on the Event, and in respect of any treatment, consultation or diagnosis that was given to you whilst on the Event, will be recorded and consolidated for the purposes of the Organiser, or their Medical Team, contacting you after the Event if required to check on your well-being, to support any insurance related claim or investigation, and to produce any operational statistics relating to the Event as may be reasonably required, or to pass to any official Government Agency if the Organiser is reasonably requested, or required, to do so.

(Z) 'Intellectual Property Rights' means trademarks (whether registered or unregistered), design rights (whether registered or unregistered), copyright, routes, and other similar rights. The Organiser reserves interest in all Intellectual Property Rights associated with the Series, the Events, the Event Website, and other related material. Any goodwill accruing from use of the Organiser's trademarks, trade and business names will vest with the Organiser.

2. Event Information & Contact

(a) After registering on to the Event you will be provided with access to the Participant Area associated with the Event Website, and / or a mobile phone App, and it is your responsibility to read, understand, and act on the information supplied which will be updated from time to time.

(**b)** The Organiser will contact you by email at certain times leading up to the Event with more details, instructions, or advice – and it is your responsibility to ensure that the Organiser has your latest and current email address, and that emails sent by the Organiser are not being channeled to your spam / junk inbox.

3. Charity Fundraising Options *(if applicable)* – Full Sponsorship, Mixed Funding, and Own Place Fundraising

(a) By registering via this option you make a commitment to the Charity that you nominate to reach a 'Minimum Fundraising Target' of: **Full Challenge (~100km**) - £575 Full Sponsorship or £330 Mixed Funding; **¾ Challenge (~75km**) - £475 Full Sponsorship or £285 Mixed Funding; **Half Challenge (~50km**) - £375 Full Sponsorship or £225 Mixed Funding; **Quarter Challenge (~25km**) - £275 Full Sponsorship or £150 Mixed Funding; **10K Events (~10km**) - £100 Full Sponsorship or £70 Mixed Funding. For **ALL** distance options the 'Initial Target' of **at least 50%** must be submitted to the Charity by **3 weeks prior to the Event**. Where you are unable to meet this Initial Target, and there is no prospect of you meeting the Minimum Fundraising Target, you are required to notify the Charity as soon as possible; the Organiser, upon instructions from the Charity, reserves the right to preclude you from the Event without refunding your Registration Fee. You will have the opportunity to transfer to a 'Self Fund' / 'Own Place Fundraising' registration, or 'Mixed Funding (if applicable and is acceptable to the Charity) by paying the appropriate Registration Fee difference to retain your Event place. With the '**Own Place Fundraising'** option, there are no minimum targets which to meet, and you are simply urged to raise whatever you can and **try** and exceed at least £100 in fundraising. Targets for the **'London Winter Walk'** are as detailed on the website.

(b) The cost of you taking part in the Event is the Registration Fee which includes VAT at the standard rate, and is: **Full Challenge (~100km**) - £50 Full Sponsorship, £110 Mixed Funding, or £199 Own Place Fundraising; **¾ Challenge (~75km**) - £45 Full Sponsorship, £85 Mixed Funding, or £169 Own Place Fundraising; **Half Challenge (~50km**) - £40 Full Sponsorship, £75 Mixed Funding, or £139 Own Place Fundraising; **Quarter Challenge (~25km**) - £30 Full Sponsorship, £50 Mixed Funding, or £89 Own Place Fundraising ; **10K Events (~10km**) - £20 Full Sponsorship, £22.50 Mixed Funding, or £39 Own Place Fundraising - **less** any discounts that are set out on the Event Website in relation to Partner Charities and/or promotional offers, or additional sums in respect of late entrants. Registration Fees for '**The London Winter Walk'** are as detailed on the website. An **'Event Fee'** is payable by the Charity to the Organiser for your place on the Event, and also an Advertising Services Fee for services provided by the Organiser to the Charity in respect of the recruitment of you and other Participants on to the Event, of (in total): between £110-£190 (Full Challenge), between £95 -£155 (3/4 Challenge), between £75-£120 (Half Challenge), between £50-£85 (Quarter Challenge) - the actual sum depends upon the fundraising option chosen by you, how many participants a specific charity recruits on to the Event and the Ultra Challenge Series, and specific details of the private commercial agreement between the Organiser and the Charity. With the '**Own Place Fundraising' option –** the Fee to the charity is a maximum of £15 to cover administration costs.

(c) All fundraising monies must be paid to the Charity via your online sponsorship page on **Justgiving.com**.

(d) Should you not be able to take up your place on the Event, or chose not to for whatever reason, the Registration Fee is subject to the 'Cancellation & Deferral Policy' detailed on the Event Website, and any fundraising monies collected in relation to the Event must be returned to the donors or retained by the Charity as agreed between you and the Charity after all donors have been informed. The arrangements for any refunds to donors are strictly between the Charity and you in this instance. If you cancel your place, or defer your place on to an alternative Ultra Challenge event, prior to 3 weeks before the Event via the designated mechanism set out on the Event Website, the Organiser will not charge the Event Fee, or the Advertising Services Fee, to the Charity in respect of your place on the Event.

(e) If you choose to change the distance that you want to take on in the Event you will not be refunded any difference in cost between the Registrations Fees if you are on the Full Sponsorship or Mixed Funding options, but will be charged an additional cost if the Registration Fee of the new distance is greater than the sum originally paid, and your minimum fundraising target will also increase accordingly if applicable.

(f) If you cannot attend the Event for any reason, or choose not to, your refund, deferral options, and substitution options depend on your chosen funding option and the time prior to the Event. Our Cancellation & Deferral Policy is detailed on the Event Website, and the Organiser reserves the right to make reasonable changes to that policy from time to time.

(g) If for some reason the Charity that you nominate on the Registration Form does not agree to your participation in the Event as a fundraiser for them, or does not communicate with the Organiser on a reasonable time-line, the Organiser will offer you either the option to nominate another charity, or to join the Event via the Self Fund option, or to have a refund of the Registration Fee. You would have to pay the difference between the original Registration Fee that you paid and either: the Registration Fee associated with the new charity that you nominate - if applicable, or the Self Fund cost.

(h) You agree to abide by any fundraising or sponsorship guidelines, processes, or procedures as set out by the Charity with respect to your involvement and potential participation within the Event, and further agree that 100% of the sponsorship monies or

donations raised by you in respect of participating in the Event in support of the Charity will be passed to the Charity, and in no circumstances will you retain any of the fundraising monies or pass to any 3rd party.

4. Self Fund Option *(if applicable)*

(a) By registering with this option your Registration Fee covers the 'full cost' of your place on the Event, which, including VAT at the standard rate, is: £199 (Full Challenge), £169 ¾ Challenge, £139 (Half Challenge), £89 (Quarter Challenge), and as stated on the Event Website for any other challenge distances within the Event - which may be subject to various promotional discounts detailed on the Event Website from time to time, or via other communication channels.

(b) If you choose to change the distance that you want to take on in the Event you will be required to pay an additional sum to the Organiser to match the Registration Fee associated with your new distance, as set out above. If you want to reduce your distance you would receive a refund equivalent to the difference between the Registration Fee of each distance, less a £20 administration fee.

(c) Should you not be able to take up your place on the Event or chose not to for whatever reason and confirm this to the Organiser via e-mail you will be entitled to a refund, or a deferral option, or a substitution option as set out in the Cancellation & Deferral Policy detailed on the Event Website. The amount of any refund, and any fees associated with the deferral or substitution options, depends upon the time line of your notification prior to the Event.

5. Multi-Buy Deals & Payment Plan Options

(a) If you have signed up and registered onto this Event as part of any 'Multi-Buy' deal promoted by the Organiser, your place on this Event, and on the other events within the Series that comprised the Multi-Buy, is **strictly non-transferable** to a third party in any circumstances. You must contact the Organiser by email if you want to request a transfer of your place to another person, and in this instance an additional payment would be required equivalent to the discount that you received from joining the Event via the Multi-Buy option compared to registering on to the Event at the posted prices detailed on the Event Website – plus an administration charge of £30 per event.

(b) If you choose to 'defer' your Multi-Buy place on the Event to another event within the Series a 'Deferral Fee' is payable by you to the Organiser as set out in clause 6(h) below. If you choose to defer your Multi-Buy place on the Event to a different calendar year, you will also be charged a fee calculated on the basis of reduction in the level of discount which would apply to your remaining Multi-Buy deal events within the current calendar year and the appropriate 'Deferral Fee'.

(c) If you cancel your place on the Event, or another event within the Series, which was originally purchased via the Multi-Buy deal, any refund due to you will be calculated on the basis of the standard Cancellation & Deferral Policy for the Event you have cancelled off, less the reduction in the level of discount which would apply to the remaining events in the Series that make up the Multi-Buy deal, less an administration fee of £25 per cancelled Event

(d) A 'Payment Plan' option is available for a Self-Funding 'Multi-Buy' deal and, from time to time, for a place on a single Event. Full details of the Payment Plan options can be found on the Event Website. If you choose a Payment Plan option, your place on the Event, or on other events in the Series in the case of the Multi-Buy deal, is not secured until the final installment is paid and the full cost of the place (or places), and any associated fees, has been paid. It is your responsibility to make sure that your payment card details within the registration record are correct and current.

(e) If you fail to make any of the Payment Plan installments you will incur a £20 administration fee each time a further attempt at securing payment is requested by the Organsier, and the Organsier reserves the right to cancel you from the Payment Plan option for the persistent failure of installment payments due. If the Organsier for a legitimate reason, or you, choose to cancel your place on the Event, the Cancellation & Deferral Policy conditions will apply, and will be calculated on the basis of the total amount owed by you to the Organiser, plus any additional fees owed by you, less monies already paid by you in respect of any refund due to you, or any further monies owed by you to the Organiser.

6. If You Wish to Cancel Your Place or swap to another Event in the Series

(a) Full details of the Organiser's Cancellation & Deferral Policy are set out on the Event Website. Your registration on to the Event, or via a Multi-Buy deal, is subject to this Cancellation & Deferral Policy in all instances.

(b) If you wish to cancel your place on the Event, or any event within the Series, you must notify the Organiser via the 'Cancelation Form' set out on the Event Website, and the cancellation date will be as recorded by that form.

(c) Any refund of the Registration Fee already paid by you will be based on the following timeline: **i)** Up to 14 days after your Registration; a refund based on 10% administration charge (so 90% refund for Self-Fund & Own Place Fundraising places) with a minimum of a £5 administration charge applying to all Charity Fundraising Options. **ii)** 60 days or more prior to the Event; a 75% refund on Self-Fund & Own Place Fundraising places, 50% refund on Mixed Funding places, and zero on full Charity Sponsorship places. **iii)** 30 – 59 days prior to the Event; a 50% refund on Self-Fund, Own Place Fundraising places & Mixed Funding places, and zero on full Charity Sponsorship places. **iv)** Less than 30 days prior to the event; zero refund in all instances.

(d) The 'Platform Booking Fee' is non-refundable in all circumstances.

(e) If you cancel your place 30 days or more prior to the Event, any 'optional extras' (eg camping, bus transfers) which have also been booked and paid for by you are refundable, less a 10% administration fee. There are no refunds available for cancelations made less than 30 days prior to the Event.

(f) If you have received a promotional item (eg a t shirt or similar item) when you registered on to the Event, or via a Multi-Buy deal, and then choose to cancel your place, the Organiser will deduct the cost of this item from any refund that may be due to you under the Cancellation & Deferral Policy. In respect of this, standard promotional T shirts and their fulfillment are valued at £20 each, and other items would have a price flagged within the Terms & Conditions set out on the Event Website for that promotion. The Organsier will not accept the return of any promotional item in lieu of this charge.

(g) If you cancel your place on the Event the Organsier will make its best endeavors to refund any monies due to you within 30 days of your cancellation notice as set out in clause 6(c) above.

(h) You will have the option to 'defer' your place on the Event, and therefore transfer on to another event within the Series. This option is available up to 48 hours prior to the Event, and a 'Deferral Fee' will be charged in all instances based on the following timeline: **i)** 30 or more days prior to the Event a £20 fee in all instances. **ii)** 7 – 29 days prior to the Event a £30 fee in all instances. **iii)** Less than 7 days prior to the Event (but more than 48 hours) a £50 fee in all instances. Each time you choose to defer you place, the appropriate fee must be paid. If you wish to defer your place on the Event you must notify the Organiser via the 'deferral form' set out on the Event Website, and the deferral date will be as recorded by that form.

(i) If you defer your place on the Event to another event within the Series, any 'optional extras' which you have also booked and paid for will be automatically cancelled by the Organsier, and refunded to you less an administration fee of 5%.

(J) If you take up the 'defer' option, and transfer your place on the Event to another event within the Series, if you then subsequently choose to cancel that place on the new Event no refund from the Organiser will be due to you in all circumstances. You would however be able to defer your place again to another event within the Series by paying the appropriate fee as set out in clause 6(h) above.

(k) If in the reasonable opinion of the Organiser any Participant is found to be abusing or manipulating the 'defer' option, the Organsier reserves the right to cancel that Participant from the Event and the Series.

7. Itinerary Changes

(a) The itinerary, and associated services, for the Event are as set out on the Event Website, and the Organiser reserves the right to make any reasonable changes at any time in order to ensure that the Event is operated safely, legally, and responsibly. Should there be a significant and material change prior to the Event taking place, which is not a result of a force majeure type circumstance (and this does not include any reasonable change to the Event's published route in any circumstances) then the Organiser will inform you as soon as is practicable and you may either agree to proceed with the new itinerary, transfer your place to another equivalent event operated by the Organiser, or cancel your participation in the Event in which case you will receive an appropriate refund of any Registration Fee paid. The arrangements for any refunds to fundraising donors are strictly between the Charity and you in this instance if you have chosen the Charity Fundraising option, or are fundraising independently for a charity having chosen the Self Fund option.

(b) In force majeure type circumstances, the Organiser shall not be liable for any delay or being prevented from performing its obligations of providing the services and itinerary if such delay or prevention is caused by circumstances beyond its reasonable control; including, but not limited to: an act of God, flooding, abnormally inclement weather, terrorism, civil disturbance, military operation, epidemic, quarantine, accident, failure of power supply, railway cancellation or disruption, ferry cancellation of

disruption, airline cancellation or disruption, strike, lockout, trade dispute, unwarranted withdrawal of any licence or permit by any competent authority, and any other events including emergencies and non-emergencies that could not have been reasonably foreseen by the Organiser. In such force majeure circumstances, which result in an itinerary change the Organiser is not obliged to refund the Registration Fee if you choose not to take up your place, or are unable to.

(c) The Organiser does not make any payments compensating for losses or other costs you incur in the case of an itinerary change, and does not accept liability for any delays in your travel or Event departure arrangements, or for any reasonable and proportional changes to the Event itinerary in circumstances of Force Majeure.

8. Changes or Requests made by you

(a) Any change that you are requesting must be notified to the Organiser via the mechanism set out on the Event Website, or as specifically advised.

(b) The Organiser will endeavor to accommodate all reasonable requests; however most changes will incur an administration fee, including: substituting another person in your place on the Event (£30), changing distance on the Event (£20), changing your choice of charity (£30), and changing your funding type (£20 + any appropriate difference). You will be advised of the applicable fee at the time of your change request and before electing to proceed with the change.

9. Cancellation by the Organiser

(a) The Organiser reserves the right to cancel the Event for any valid operational reason, in which case an appropriate refund of the Registration Fee you paid will be made within 8 weeks of the cancellation notice provided that you have confirmed that you want to receive a refund within that time-frame, or you will have the opportunity to confirm your participation within a re-scheduled Event on an alternative date, or to transfer your place to a similar event operated by the Organiser. In all instances, if you opt for a refund, the Organiser reserves the right to charge an 'administration fee' equivalent to the Registration Fee associated with the 'Charity Full Sponsorship Options' as set out above in clause 3(b), and to also cover the cost of any merchandise, goods, or services that you may have received as part of a promotional package, as also described in clause 6(f) above.

(b) In force majeure type circumstances, as described in clause 7(b) above, which result in the cancellation of the Event, the Organiser is not obliged to refund the full Registration Fee; however depending on the time-line involved and the specific circumstances, the Organiser agrees that it will make an appropriate refund, or offer a transfer to another event, or offer a credit note, having taken into account any sunk and non-recoverable costs that the Organiser has incurred, or will incur, and are related to your place on the Event, up to the point of cancellation, and in all instances the Organiser reserves the right to charge an 'administration fee' equivalent to the Registration Fee associated with the 'Charity Full Sponsorship Options' as set out above in clause 3(b). Furthermore, If you opt for a refund, the Organsier will deduct the cost of any merchandise, goods, or services that you may have received as part of any promotional package or offer as also described in clause 6(f) above.

(c) The Organiser will not make any payments compensating for losses or costs you may incur in the case of cancellation of the Event, and we exclude and limit all such liability to the full extent permitted under law.

(d) If the Event is cancelled, any sponsorship or fundraising collected in relation to the Event must be returned to the donors or retained by the Charity as agreed between you and the Charity after all donors have been informed. The arrangements for any refunds to donors are strictly between the Charity and you.

(e) The Organiser reserves the right to terminate this Agreement, and your place on the Event, and to suspend or terminate your access to the Event Website immediately, and without notice to you if:

- **i.** You fail to make any payment to when a payment is due to the Organiser
- **ii**. You breach the terms of this Agreement
- **iii**. When requested by us to do so, you fail to provide the Organiser, within a reasonable time, with sufficient information to enable determination of the accuracy and validity of any information supplied by you, or your identity.
- **iv**. The organiser suspect you have engaged, or about to engage, or have in any way been involved, in fraudulent or illegal activity on the Website, or any matter related to the Event, or the Series.

10. The Organisers' obligations to you

(a) The Organiser will provide medical and other support teams on the Event, and the prime role of these support teams will be to deal with genuine medical emergencies as their first priority, as they arise. You must bring your own small personal medical kit and follow the equipment and clothing advice or rules as issued.

(b) The Organiser will provide food and water on the Event, and it is your responsibility to remain fed and hydrated, and you should follow the nutritional advice that may be issued by the Event medical team or management team.

(c) Whilst the Event route will be signed and a route map issued electronically, it is your responsibility not to get lost and you must carry a fully charged mobile phone whilst on the Event. The Organiser will manage the exit of participants who drop-out from the Event, having started it, in a way that they deem is correct, safe and relevant for the overall management of the Event. You are advised to have a friend or relative that you can contact in case you choose to exit from the Event prior to the finish.

(d) The Organiser is only obliged to cover your transport arrangements to exit the Event, at any point once the Event has started, if you are deemed medically unfit to make your own arrangements. In this instance, you will be transported to the nearest Event Rest Stop, medical facility, or other location deemed suitable by the Organiser and their medical staff.

(e) The Organiser accepts liability for negligent acts and/or omissions by its our employees, agents, suppliers or sub contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of the Event that we are contractually obliged to provide, and will therefore pay such damages as may be awarded under English law.

(f) The Organiser excludes and limits all other liability to the extent permitted under law and damages are not payable where any failure to perform the contract is due neither to any fault on the part of the Organiser or a supplier of any part of your arrangements associated with the Event, or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of services associated with the Event, or a force majeure circumstances beyond the Organiser's control.

11. Insurance

You understand and accept that Personal liability and Personal Accident Insurance is NOT included in the cost of the Event, and therefore you must take out your own policy if you wish to have such insurance cover in place.

12. Law and jurisdiction

These Conditions of Entry shall be governed by and construed in all respects in accordance with the laws of England and Wales. Any dispute which may arise between the parties concerning these terms and conditions shall be determined by the English Courts. If any provisions of these Conditions of Entry is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid.

Ultra Challenge® - *June 2025*