

TOO 500 2019 – Terms and Conditions

“The Organiser” – Thinking of Oscar, C/O Critchley’s, Beaver House, 23-38 Hythe Bridge St, Oxford OX1 2EP

“The Event” – TOO 500 to be held on 12-16 June 2019.

“The Participant” – Individual(s) who wish to enter or have entered The Event via the designated entry process.

1. Conditions of Entry

By completing the designated entry process participants are agreeing to abide by the following terms and conditions.

2. Completion of Entry process

It is the Participant’s responsibility to provide accurate and truthful information when completing the entry process, any errors in data entered is the responsibility of the participant.

If, at any point, the organiser discovers that the Participant has provided false or inaccurate personal information, or that the information provided makes the participant ineligible to participate in the Event, the organiser reserves the right to refuse entry to the Participant, without any refund of the entry fee and booking fee.

3. Payment

Each Participant is required to pay the entry fee in full, along with any booking fees which may apply at the time of entry. Until full payment is received the entry is not guaranteed. Once payment is received and entry is confirmed, the fee is non-refundable other than otherwise stated within section 5 of these terms & conditions. Any booking fees are non-refundable in all circumstances.

4. Confirmation of entry

Entry to the event is confirmed upon completion of the entry process and payment of the entry fee. Entry will be confirmed via email to the email address provided by the Participant.

5. Competitor withdrawal policy & refunds

If the Participant wishes to withdraw from the Event at any point they must do so by informing the Organiser by email immediately to too500@thinkingofoscar.com, writing in the email subject title “WITHDRAWAL”. No other method of withdrawal is accepted by the organiser. The Organiser will confirm the withdrawal by email to the Participant within 5 working days.

No refunds can be given to participants withdrawing after 5pm on FRIDAY 31ST MAY 2019.

A Participant may withdraw free-of-charge and be refunded in full up to two weeks after the date of entry confirmation, after which time the entry fee will not be refunded in full. This will be superseded by the following dates. Participants withdrawing by 5pm on FRIDAY 8 MARCH 2019 will receive a 50% refund. Participants withdrawing by 5pm on MONDAY 8 APRIL 2018 will receive a 25% refund. In all cases the booking fee cannot be refunded. All refunds are to be processed directly by the event organiser. If you require a refund you must contact the Event Organiser directly.

6. Transfer & Swapping of entries

The swapping of entries is permitted up until 5pm on FRIDAY 31ST MAY 2019. This must be done through the event organisers. Swapping entries is strictly forbidden as it invalidates the event insurance, and places the individual's health & safety at the event at risk. Any participants and other involved individuals who are found to have swapped their entries outside of these guidelines will be banned from participating in all future events promoted by the organiser.

Entries cannot be deferred to the next staging of the Event or to another event delivered by the event organiser.

7. Race information

All race information required to participate in the event is published on the event website. It is the participant's responsibility to read, understand and abide by the race information. The event organiser reserves the right to change the race information at any time without notice.

8. Registration

Details of the registration process are contained within the race information. It is the responsibility of the competitor to attend registration during the published times. All participants are required to attend registration to collect their race packs, those unable to attend may nominate another individual to collect their race pack if that individual is in possession of the entry confirmation email and a form of photo ID of the participant. All participants must have photo ID (drivers licences, passport etc) to register for the event and be issued their race pack.

Race packs will not be posted out, and can only be collected during the published times. Participants who do not register for the Event will have their right to participate withdrawn without any refund, and will not be entitled to their race pack or any of its contents after the Event.

9. Photography

The organisers retain the right to use quotes, images, photographs and video taken by their contracted photographers and employees at the event without informing the participant including those under 18 years of age. These images will only be used for the purposes of promoting, reporting and broadcasting the event, and any other promotion related to the business activities of the Organiser.

Any individual who does not wish to have their image used by the organiser for these purposes must inform the organiser via email too500@thinkingofoscar.com no later than 5pm on FRIDAY 31 MAY 2019 prior to the event. Notification closer to, or after the Event can be made and the organiser will use its best endeavours to prevent images of that individual being used but cannot guarantee it.

10. Event Rules

It is the participant's responsibility to know and abide by the rules of the event as outlined in the participant guide, and to ensure their equipment and its use complies with the rules. Where cut-off times apply, the organiser reserves the right to remove participants who do not meet those times or have no chance of meeting those times.

11. Event Changes

The organiser reserves the right to amend the event at its sole discretion due to circumstances beyond its control, by way of changing distances or routes. This also includes the right to alter start times in these circumstances.

12. Event Cancellation

If the event is cancelled for reasons beyond the organisers control, including without limitation fire, storm, act of terrorism, “act of god”, serious medical incident, then the participant will not be entitled to any refund or compensation of other losses by participants.

13. Liability

Participation in the Event is at the Participant’s own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Organiser from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Organiser 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 the Organiser or any of its employees) and the Organiser’s liability to the participant is excluded to the fullest extent permissible by law. Other than as stated below, the Organiser shall not be liable for any loss, damage or expense arising from an event of Force Majeure.

The Organiser, its staff, agents or contractors shall not be liable for indirect or consequential loss or damage.

Whilst the Organiser takes every care with staging the event, the participant acknowledges that personal accident and personal items insurance is his/her sole responsibility. The Organiser shall not be liable to the participant for any loss or damage of or to personal equipment belonging to the participant, or any indirect or consequential loss or damage whatsoever arising out of the participant taking part in the Event; or for any loss of business; revenue or profit; loss of reputation; anticipated savings or wasted expenditure; pledges made on your behalf or by you to charity.

The Organiser will not be liable for any actions of any spectators or other third parties.

Participants are responsible for ensuring their bicycle and equipment is in good, safe working order and fit for purpose at the start and during their ride. Organisers reserve the right to stop a participant from proceeding, at any time, if there is a risk to a participant, other road user(s) or the event

14. Medical Conditions & Information

All participants are required to provide emergency contact details as part of the entry process, and to disclose any known medical conditions to the Event Organiser. The organiser reserves the right to refuse entry with no refund, if a participant fails to provide this information or the information provided is known to be false.

It is the competitor’s responsibility to ensure they have the right level of physical ability to complete the event. If you know or are concerned that you have a medical condition which might interfere with your safe participation in the Event, before you enter you should seek advice from a relevant medical professional and follow that advice. Please see our Health Commitment Statement for more advice (below).

15. Collection & use of data

The Participant agrees and consents to The Organiser using his/her personal details provided in his/her Online Registration Form.

16. Health commitment statement

Your health is your responsibility. The Event Organisers are dedicated to helping you take every opportunity to enjoy your participation in our events. With this in mind, we have carefully considered what we can reasonably expect of each other.

17. Our commitment to you

We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

We will make every reasonable effort to make sure our event is organised to accepted safe operational standards for you to enjoy.

We will make all reasonable steps to ensure first aid is available at the event to an industry standard.

If you tell us you have a disability which puts you at a substantial disadvantage in accessing our event, we will consider what adjustments, if any, are reasonable for us to make.

18. Your commitment to us

You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with your safe participation in our event, before you enter you should seek advice from a relevant medical professional and follow that advice.

It is the decision of the user, not the event organiser, to determine whether he or she is fit enough to exercise. If the user is in any doubt, the user should seek medical advice. It is up to the user where to seek that medical advice.

You should let us know immediately, if you feel unwell whilst participating in one of our event. Our staff are not qualified Doctors, but there will be first aid provision in attendance at our events.

If you have a disability, you must follow any reasonable instructions to allow you to complete our event safely.

This Health Commitment Statement sets the standards that the Event Organiser and the event participant can reasonably expect from each other in regards to the health of the participant.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligation which you or we must meet.

If you have any questions about our terms and conditions, please get in contact with too500@thinkingofoscar.com .