

## EVENT TERMS & CONDITIONS

### TICKET SALES

This page sets out the terms and conditions on which we sell event entries on the event registration website [www.essexgames.com](http://www.essexgames.com) which permits you to attend and participate in our Essex Games competitions and events.

Please read these terms and conditions carefully before registering for an Essex Games Event on [www.essexgames.com](http://www.essexgames.com) (Event website). You should understand that when you register to take part in an Essex Games Event, you agree to be bound by these terms and conditions. If you don't understand any part of these Terms and Conditions, please contact Us via email at [info@essexgames.com](mailto:info@essexgames.com)

You should print a copy of these terms and conditions for future reference. Please understand that if you refuse to accept these terms and conditions, you will not be able to register for an Essex Games event.

**TEAM CAPTAINS TAKE NOTE:** As a team captain, you are confirming that you are responsible for filling your team prior to the Essex Games Event. You are not authorised to submit information on behalf of your teammates and prior to competing, you and your teammates will be required to sign the participation waiver (Athlete Waiver and Medical Questionnaire) during the registration process.

### INFORMATION ABOUT US

[www.essexgames.com](http://www.essexgames.com) is registered in England and Wales under company number 14688908

### YOUR STATUS

By placing an order through our site, you confirm that:

- you are legally capable of entering into binding contracts; and
- you are at least 18 years old.
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### HOW THE CONTRACT IS FORMED BETWEEN YOU AND US AND YOUR RIGHT TO CANCEL:

- During the registration process, as the buyer of the team, you will become the team captain. After registering your own personal information and creating a team, you will make payment for the team and submit your teammates' information. Once you have confirmed your team and made the payment, your teammates will be sent an invitation for them to use to register their personal information individually for the relevant event.
- You will not be asked to submit Personal Data on behalf of anyone else. Every competitor will be required to register their own personal information.

- Every competitor will also be required to sign Our Athlete Waiver and Medical Questionnaire in relation to your participation at an Essex Games Event during the registration process. A team captain will not be required to sign this on their teammate(s)' behalf.
- Once you have created a team or made an individual payment you will then receive a receipt and a confirmation e-mail from us acknowledging that we have received your payment & registration. If you have not received an email from us within 48 hours of making the payment, please contact us at [info@essexgames.com](mailto:info@essexgames.com)
- If you wish to withdraw from the event, you are able to transfer your place to someone else via your dashboard on [www.athxgames.com](http://www.athxgames.com). Please note that the person you are transferring the place to must meet the participant criteria of the event category you selected when registering as set out above.
- No full refunds will be made under any circumstances, including death, relocation, or if you are not able to field a full team.
- Once you have purchased your ticket(s) you will then receive a confirmation e-mail from us acknowledging that we have received your payment & registration. If you have not received an email from us within 48 hours of making the payment, please contact us at [info@essexgames.com](mailto:info@essexgames.com)
- If you wish to withdraw from the event then you are able to transfer your place to someone else up to 7 days pre-event. Please note that the person you are transferring the place to must meet the participant criteria of the event category you selected when registering as set out above.
- Tickets are non-refundable and cannot be exchanged (without Essex Games consent), transferred (without Essex Games consent) or resold for commercial gain.

## **AVAILABILITY, USE AND PRICING OF TEAMS**

- You agree that any tickets purchased by you are for personal use only and that that the tickets may not be resold or offered for resale by anyone whether at a premium or for any other trade purposes.
- There are a limited number of tickets (and different types of team categories) available for each Essex Games event and competition. Availability of tickets shall be subject to change from time to time at Our sole discretion. You shall be responsible for checking your own details. Only athletes who have registered online prior to the event will be permitted to compete in the Essex Games Event. –
- Ownership of a ticket or any other Essex Games event ticket or wristband does not confer any rights (by implication or otherwise) on you to use, alter, copy, or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property belonging to Essex Games

- All prices are subject to change. Tickets are sold subject to our right to discount prices at a later date. We reserve all rights in this regard. In the event of discounted entries, you are not entitled to a refund for the difference, if you have paid a full price for your entry.

## **ESSEX GAMES EVENT SCHEDULING**

- The Organisers reserve the right to alter or vary the content or timing of the whole or any part of the Event due to circumstances beyond their reasonable control without being obliged to refund or exchange tickets.
- Participant entries are sold subject to our right to alter or vary the published Essex Games event programme.
- Any published start and finish times at Essex Games Events are estimates only and are subject to change. We are not liable for any change of a published start or finish time.
- It is your responsibility to make appropriate arrangements to ensure that you arrive at the venue in enough time in case the event starts early or otherwise and to ensure that you can stay until the close of the event if it overruns. We will not be responsible to make any refund or meet the costs of any alternative travel arrangements or for any loss of enjoyment or other indirect loss because of an Event not running to the precise advertised times.

## **ESSEX GAMES EVENT CANCELLATIONS, POSTPONEMENTS AND MATERIAL ALTERATIONS**

- In the event of a cancellation, postponement or “Material alteration” of the Event you will be entitled to a refund in accordance with these terms and conditions. Where the cancellation takes place part-way through an Event, you will not be entitled to a refund. Personal arrangements including travel, subsistence and accommodation in relation to the Event which has been arranged by you are made at your own risk and We will not have any liability for any such loss of enjoyment or wasted expenditure. A “Material Alteration” is a change which in Our reasonable opinion makes an Essex Games Event materially different to the Event which purchasers of a Essex Games participant entry or any other event ticket could reasonably expect. Changes to times, workouts, how many workouts teams experience during the weekend, workout durations and, to a reasonable extent, workout locations, shall not be considered a Material alteration.
- If alterations to the Event dates are made as a result of COVID-19 ticket holders will be offered alternative dates, events or will be eligible for a full refund.
- Ticket bookers are responsible for ensuring everyone in their party is aware of, and adheres to, all terms and conditions including these additional measures.

- In order to claim your refund, only possible in the event of a cancellation, postponement or Material Alteration, please contact Us via email at [info@essexgames.com](mailto:info@essexgames.com). Refunds will only be made to the person who registered online. We endeavour to process a COVID-19-related refund within 7 working days of the cancellation or postponement. All other refunds will be processed within 28 days of the cancellation, postponement or Material Alteration.
- It is your responsibility to check that the Event has not been cancelled, rescheduled or made the subject of a Material Alteration. Information on such matters will be made available by Us as soon as reasonably practicable on Our site, social media channels, and/or at the venue. Customers are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation, postponement or Material alterations can sometimes arise immediately prior to an Essex Games Event.
- You shall not be entitled to any refunds except as expressly provided for in these terms and conditions or as otherwise decided by Us at our sole discretion.

## **THE ESSEX GAMES EVENT: ACCESS, RULES AND REFUSAL OF ENTRY**

- We reserve the right to refuse you entry to and/or eject you or your team from the Essex Games Event and may conduct security searches. We reserve the right to refuse to sell you or your team an entry or spectator ticket including (but without limitation) for any of the following reasons:
  1. health and safety;
  2. if you or your team member(s) behave in a manner which (in Our reasonable opinion) has or is likely to affect the enjoyment of other persons at the Essex Games Event;
  3. if you or your team members use (in Our reasonable opinion) threatening, abusive or insulting words towards other Essex Games participants or Essex Games staff or organisers, or (in our reasonable opinion) behave in a threatening, abusive or insulting way;
  4. if (in Our reasonable opinion) you or your team member(s) are acting under the influence of alcohol or drugs;
  5. if you or any of your team member(s) refuse to sign Our Athlete Waiver and Medical Questionnaire in relation to your participation at an Essex Games Event;
  6. if you or your team member(s) breach any of these terms and conditions.
    - If before or during an Essex Games Event, you have a complaint in relation to an Essex Games Event (including without limitation in relation to Your ability to participate in the competition), please contact one of Our or the venue's stewards as promptly as possible during the Essex Games Event as complaints are very difficult to deal with after the event.

- You shall not bring all or any of the following into the venue of any Essex Games Event: fireworks, laser pens, laser equipment, any item which We consider could be used as a weapon (including sharp or pointed objects such as knives), illegal substances and/or any other items or substances which (in Our reasonable opinion) pose any danger to any participants, organisers and/or our staff and other representatives (including the venue's staff and stewards) at the Essex Games Event.
- You must comply with all instructions given to you by Our and/or the venue's stewards and staff at the Essex Games Event.
- You are not permitted to promote, market, sell or distribute products or services without Our prior written agreement. You shall not bring into any Essex Games Event any sponsorship, promotional or marketing materials. Anyone engaged in the unauthorised promotional activity shall be required to leave the Essex Games Event venue immediately upon Our request.
- We take the needs of customers who are disabled or who have other access requirements very seriously and actively encourages people of all abilities to attend the Essex Games Event. If you will have access requirements for an Event of ours, then please contact Us as early as possible via email to [info@essexgames.com](mailto:info@essexgames.com).
- You are permitted to bring your own limited supply of food and drink for your own consumption into the Essex Games Event site but not for resale.

## **PRIVACY AND PERSONAL INFORMATION**

- Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information We collect from you, how and why We collect, store, use and share such information, your rights in relation to your personal information and how to contact Us and supervisory authorities if you have a query or complaint about the use of your personal information.
- Our Privacy Policy is available at [www.essexgames.com](http://www.essexgames.com) on our responsibility to you
- Except for any statutory responsibility We cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, We are not legally responsible for:
  1. losses that were not foreseeable to you and Us when the contract was formed
  2. losses that were not caused by any breach on Our part
  3. business losses; and
  4. losses to non-consumers.
    - We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to you that

is caused by events by any 'Act Of God' Event. A 'Act Of God' Event includes any act, event, non-happening, omission or accident beyond Our reasonable control and includes (without limitation) the following:

5. strikes, lock-outs or other industrial action;
  6. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  7. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  8. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  9. impossibility of the use of public or private telecommunications networks; and
  10. the acts, decrees, legislation, regulations or restrictions of any government.
- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to you that is caused by events by any 'Act Of God' Event. A 'Act Of God' Event includes any act, event, non-happening, omission or accident beyond Our reasonable control and includes (without limitation) the following:

If any provision of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.

## **ENTIRE AGREEMENT**

- These terms and conditions, any document expressly referred to in them and any waiver and consent signed by you as an attendee and/or participant of an Essex Games Event represents the entire agreement between you and Us in relation to the subject matter of any contract for the purchase of ticket entries through Our site (Contract) and supersedes any prior agreement, understanding or arrangement between Us, whether oral or in writing.
- We and you each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written between us prior to such Contract except as expressly stated in these terms and conditions.
- Neither of Us or you shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## Our right to vary these terms and conditions

- We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in Our system's capabilities.
- You will be subject to the terms and conditions in force at the time that you purchase a ticket with us, unless any change to these terms and conditions is required to be made by law or governmental authority (in which case it will apply to ticket purchases previously made by you).

## **LAW AND JURISDICTION**

Contracts for the purchase of ticket entries through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdictions of the courts of England and Wales.