

## **Terms and Conditions as issued by St Ewe Free Range Eggs**

### **ST EWE FREE RANGE EGGS LTD. TERMS AND CONDITIONS**

#### **The Great Cornish Egg & Spoon Race**

These are the terms and conditions (“Terms and Conditions”) that will govern an individual’s participation in The Great Cornish Egg and Spoon Race, 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”.

Applicants for The Great Cornish Egg and Spoon Race should read both sets of terms and conditions carefully before applying to participate in the Event.

#### **1. REGISTRATION**

1.1 The Great Cornish Egg and Spoon Race consists of 5-day walking marathons, split into 3 legs a day, averaging 10 miles. A St Ewe representative will hold the egg and spoon throughout whilst participants join in along the walk.

1.2 Only persons aged 18 years or above as of the event date may register and take part in the Event. Exceptions for those aged over 16 may be agreed upon, providing they are accompanied by a parent or guardian (aged 18 or over) at the event.

1.3 We cannot accept bookings from, nor attendance by, persons who may reasonably be considered as a risk to the safety or welfare of any other attendee or may affect the enjoyment of other patrons and/or the running of the event, or, in the opinion of the organiser, may cause offence, damage, nuisance or injury. It is the applicant’s responsibility to inform the organiser if they are of a character that may fall within the terms of this clause or is of a character or has exhibited behaviour that would not be deemed appropriate for an event of this nature.

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 St Ewe that they have been allocated a place to take part in the event (“Online Confirmation”).

1.6 The relevant date on which each registration is made shall be the date the Participant receives the Online Confirmation. St Ewe are not 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 St Ewe 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 St Ewe shall not be responsible for the applicant's failed application.

1.7 All Online Registration Forms must be received by St Ewe by Friday **the 16<sup>th</sup> of Jun 2023** ("Entry Deadline"). Any Online Registration received by St Ewe after the Entry Deadline may not be accepted. This deadline is subject to change if the Event entries are full prior to the above date. St Ewe reserves the right to close, disable or remove from its website the Online Registration Form at any time.

1.8 2% of your donation funds will go to St Ewe Free Range Eggs which will cover the cost of any payment fees using the Stripe application.

1.9 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, St Ewe reserves the right to disqualify such Participant from/refuse such Participant entry to the Event. Further, St Ewe 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 St Ewe events. St Ewe shall not be liable in any way to such Participant because of any such disqualification or refusal. It is the Participant's responsibility to ensure full compliance with these Terms and Conditions.

1.10 If the Participant is refused entry to the Event or we ask the Participant to cease participation in the Event.

## **2 CANCELLATION, PARTICIPANT DEFERRAL AND PARTICIPANT TRANSFER OPTIONS**

2.1 The Registration Fee is due upon submission of the Online Registration Form. If payment is rejected or not cleared for whatever reason, St Ewe reserves the right to refuse registration and entry into the Event.

2.2 The Registration Fee is non-refundable, except in unique circumstances and where the Event is cancelled or postponed.

2.3 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, except where the Event is cancelled or postponed.

2.4 Any Participant intending to cancel their place in the Event shall inform St Ewe as soon as reasonably practicable. The Participant acknowledges that:

- The Registration Fee is non-refundable, except where the Event is cancelled or postponed;
- Any requests and/or resulting arrangements for St Ewe to return any fundraising to individual donors must be communicated to St Ewe by emailing [marketing@stewe.co.uk](mailto:marketing@stewe.co.uk)
- St Ewe are not responsible for the losses or costs incurred from the cancellation of a place and excludes and limits all such liability.

2.5 A Participant can transfer their entry to another individual ("Participant Transfer") provided this takes place before the entry deadline. Notice of a Participant Transfer must be communicated by the outgoing Participant by emailing [marketing@stewe.co.uk](mailto:marketing@stewe.co.uk) clearly stating the desire to make a Participant Transfer and the full name and email address of the new entrant ("Incoming Participant").

2.6 It is the participant's responsibility to make St Ewe 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 at the Event. A Participant request to change information should be made to St Ewe by emailing [marketing@stewe.co.uk](mailto:marketing@stewe.co.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 THE GREAT CORNISH EGG AND SPOON RACE**

3.1 Subject to Clause 3.3 below, the Event will be held on the date listed on the website [eggandspoonrace.com](http://eggandspoonrace.com)

1.11 The Great Cornish Egg and Spoon Race consists of 5-day walking marathons, split into 3 legs a day, averaging 10 miles. A St Ewe representative will hold the egg and spoon throughout whilst participants join in along the walk.

3.2 St Ewe 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 St Ewe (including, for example, extreme weather conditions, fire, flood, outbreak of disease, natural disasters, etc.). In such circumstances, St Ewe shall inform the Participant by email of any such change or cancellation. If St Ewe cancels the event under such circumstances, the Participant will have the option to receive a full refund of the Registration Fee. St Ewe shall inform the Participant by email of any such change or cancellation and provide details about how such a refund, a deferral or an Event transfer can be arranged.

3.3 If due to Covid-19, St Ewe change the time, date, route and/or format of the Event, or, in exceptional circumstances, cancel the Event, in whole or in part, the Participant will have the option to receive a full refund of the Registration Fee. In such circumstances, St Ewe shall inform the Participant by email of any such change or cancellation and provide details about how such a refund, a deferral or an Event transfer can be arranged.

3.4 St Ewe reserve the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason (at St Ewe's discretion) that may render him/her unfit to safely complete the Event or unable to participate in a manner which fully complies with any applicable government medical or safety instructions, protocols or guidelines. The Participant confirms that they will not take part in the Event if they are suffering from any contagious illness (to include, but not exclusively, symptoms suggestive of Covid-19 (or similar), infection, diarrhea or vomiting symptoms) and confirms that he/she will report any illness during the Event to the Event medical team immediately.

3.5 Without prejudice to St Ewe'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 they become 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. St Ewe decision will be based on a fair and non-discriminatory process and in all cases will be deemed final.

3.6 A Participant may be disqualified ("Disqualification") from the Event by St Ewe if they arrive at the Check Point after the designated Check Point closure time. This is demonstrated on the website on the get involved page [eggandspoonrace.com/get-involved](http://eggandspoonrace.com/get-involved)

3.7 No drugs, alcohol, illegal substances, performance-enhancing substances, or intoxicants of any kind are permitted to be used by any Participant, except for any complimentary drink offered throughout and at the end of the event. St Ewe 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, alcohol, illegal substances, performance-enhancing substances or intoxicants of any kind.

3.8 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.

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

- they carry a charged mobile phone which can be used to contact the Participant [in case of emergency];
- **they accept that they are responsible for their own safety during the Event;**
- The route will be sign-posted; however, they remain responsible for navigating themselves from the start to the finish;
- they agree 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.
- they complete the route correctly, however, St Ewe reserves the right to alter the route start and finish times in the event of mitigating circumstances e.g. inclement weather conditions;
- they acknowledge that it is their responsibility to ensure that they have been correctly checked-in at each Check Point along the route;
- they acknowledge the recommended kit list of the Event, as communicated by email prior to the Event.
- they agree to carry a refillable water bottle or hydration system with a minimum of 2 litres of fluid to stay hydrated at all times whilst on the route;
- due to the outdoor nature and endurance aspect of the Event, they maintain personal hygiene at all times;
- during the Event, they display the Participant Number provided at registration in the manner indicated by St Ewe;

- they follow the Event route signage at all times, and do not deviate from the official signed route and/or the route information or navigation instructions provided for the Event;
- they abide by all Event rules and regulations as may be communicated to them by the St Ewe from time to time;
- they comply with the Countryside Code at all times;
- they are responsible for the collection and appropriate disposal of his/her litter along the entirety of the route, including at the Check Points;
- they understand and agree that they are not permitted to bring a formal support crew along the route, as this could endanger the safety of Participants or other Event staff; and
- where they are consenting to chaperone a minor, they agree to the minor over 16 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.
- Persons under the age of 18 are not permitted to consume alcohol at any point during the event. The guardian will hold full responsibility to ensure persons under the 18 adhere to the aforementioned statement.
- Persons under the age of 16 are strictly prohibited from taking part in the Event, being on the route or being carried by a Participant.

#### **4 PARTICIPANT'S WARRANTIES AND UNDERTAKINGS**

##### 4.1 The Participant warrants and undertakes that:

- they will be bound by these Terms and Conditions; By registering for, participating in, attending or accessing the Event and/or using this website, you confirm that you have read and agree to be bound by these terms and conditions and such other terms as may be drawn to your attention by the Organiser. St Ewe may vary these terms and conditions at any time and such modifications will become effective immediately upon posting of the modified terms on the Website. By continuing to use the Website or participating or accessing the Event following any such variation, you will be deemed to have accepted such variation; These Terms and Conditions 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;
- The Participant always agrees during the Event to abide by the reasonable instructions and guidelines of St Ewe's staff, marshals, nominated representatives, and contractors. Failure to do so will result in Disqualification;
- Participants acknowledge and agree that St Ewe 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 St Ewe.
  - 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 they are personally responsible for his/her own belongings during the Event.
- The Participant agrees to follow all instructions and guidelines issued by the Event Organiser, observe all protocols, and adhere to any measures that may be in place at the Event in order to address and help mitigate the risk presented by Covid-19.
- If the Participant becomes ill with Covid-19 related symptoms within 1 week of the Event, they agree to inform St Ewe by emailing [marketing@stewe.co.uk](mailto:marketing@stewe.co.uk), so that they can assist with necessary 'tracking and tracing' in line with any government policy at the time;
- Irrespective of any safeguards that may be put in place by the Organiser, participation in the Event is at the Participant's own risk including risk to the Participant themselves (in particular with respect to the transmission of Covid-19 or any variant) and any damage caused by/to third parties or third-party property;
- The Participant is responsible for acting sensibly and taking care to protect their own (and others') health and safety, following St Ewe's instructions, and letting St Ewe know as soon as possible if something goes wrong or if the Participant has any particular concerns. Within those limits, The Participant irrevocably agrees to hold harmless, indemnify and reimburse St Ewe from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by St Ewe 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 St Ewe or any of its employees and contractors);
- The Participant confirms without reservation that they are in a good physical condition to participate in the Event, that they understand the endurance demands of the Event, and will not arrive at the Event in ill health or unfit to take part; and,
- The Participant confirms that they will not publish or post on any website or other media operated by St Ewe 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. St Ewe 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 ATTENDEES WARRANTIES AND UNDERTAKINGS**

5.1 Persons supporting a Participant (hereinafter referred to as “Attendee”) are permitted to enter the car parks, start and finish sites only. For the avoidance of doubt, Attendees are not permitted at Check Points. The Attendee acknowledges that access to and/or participation in the Event is not possible without validly entering into this agreement on these Terms and Conditions and agrees to be bound by these Terms and Conditions.

5.2 The Attendee always agrees during the Event to abide by the reasonable instructions and guidelines of St Ewe’s staff, marshals, nominated representatives, and contractors and to behave appropriately at all times on the Event sites. Attendees acknowledge and agree that the Organiser 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, organisation and Terms and Conditions.

5.3 The Attendee acknowledges that they are personally responsible for their own belongings during the Event.

5.4 The Attendee’s journeys to and from the start and finish sites of the Event each day shall be entirely at the Attendee’s own risk and cost. St Ewe will not be responsible for transporting the Attendees or any belongings of the Attendees, including, but not limited to, their bag.

5.5 Attendance of the Event is at the Attendee’s own risk. The Attendee 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 Attendee and/or any of the Attendee’s insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Attendees’ attendance at 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).

5.6 Attendees are responsible for any glass bottles that are brought on route. Broken glass is a danger to others.

5.7 The Attendee confirms that they will not publish or post on any website or other media operated by the Organiser 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 Organiser will 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 5.7.

5.8 Should an Attendee not respect and adhere to these Terms and Conditions and any such other terms as may be drawn to their attention by the Organiser, for example as may be displayed at the entrance to the Event site we reserve the right to evict an Attendee for the site.

## **6 PRIVACY STATEMENT**

6.1 The Participant acknowledges and agrees that all information relating to Participants collected by or on behalf of St Ewe from which each Participant can be identified will be recorded electronically and will be always used in accordance with the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of personal data and privacy.

6.2 Each Participant is entitled to withdraw his/her consent to categories of e-mail and/or SMS communications from St Ewe 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 [marketing@stewe.co.uk](mailto:marketing@stewe.co.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 always required for Participants to receive



important Event information and the Participant hereby consents to receive any such information.

6.3 To delete all of their information from St Ewe's database, Participants may email [marketing@stewe.co.uk](mailto:marketing@stewe.co.uk). In circumstances where the Participant requests deletion of his/her Participant's profile, St Ewe 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 6.4 below.

6.4 Subject to the Participant's right to modify or request the deletion of data from St Ewe's database, the Participant hereby acknowledges that it is a strict condition of participation if all mandatory fields within a Participant's profile are complete and always correct. These fields include, without limitation, gender, first name, surname, and date of birth. The Participant hereby acknowledges and agrees that this information is required by St Ewe to properly and safely administer and conduct the Event, and St Ewe 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.

## **7 COMPLAINTS**

7.1 Any complaints in relation to the Event/s should be made to [marketing@stewe.co.uk](mailto:marketing@stewe.co.uk)