

London Marathon Terms & Conditions

Definitions:

“Lincoln City Foundation/We/Us/Our” means Lincoln City Foundation, a registered charity (1128464). The charity that has reserved Your place in the Event.

“You/Your/Yourself” means the person agreeing to be bound by these terms and conditions and who is using the Lincoln City Foundation place to take part in the Event.

“Event” means: TCS London Marathon

“Event Organiser” means the company London Marathon Events responsible for organising the TCS London Marathon.

“Fee” means the registration fee that You are required to pay to confirm Your place in the Event.

1. Participation

- 1.1. You acknowledge that participation in the Event may be physically demanding, and You are aware of the nature of the Event and associated medical and physical risks involved.
- 1.2. You agree that you are physically capable of taking part in the Event and agree to be solely responsible for your actions. Lincoln City Foundation is not responsible for any injury or illness or death that You may suffer as a result of Your participation in the Event. You accept that should any medical or physical condition arise prior to the Event, which is likely to affect Your ability to participate, You will notify the charity immediately.
- 1.3. The minimum age of entry is 18 years at the date of the event.
- 1.4. You have read, agree to and accept the Event Organiser’s General Conditions of Entry.

2. Bookings, Payments and Your obligations

- 2.1. Applications must be made by completing the Lincoln City Foundation Application Form. On successful application you will submit payment of the £100 registration fee. You may also be required to register Your place on the Event directly with the Event Organiser.
- 2.2. You shall not be eligible or entitled to participate in the Event and no binding contract shall exist between You and Us until We have provided You with written confirmation that the application was successful and full payment of the Fee has been received.
- 2.3. In order to take part in the Event, You agree to raise money for Lincoln City Foundation. The minimum sponsorship for a charity place in the Event is £2,000 (excluding gift aid). You agree to pay all sponsorship monies to Lincoln City Foundation within 42 days of the date of the Event in accordance with the payment methods notified to You by Us from time to time
- 2.4. You also agree to:
 - 2.4.1. Notify Us immediately and in any event within 7 days if You become aware of any reason (whether medical or otherwise) why You may not or ought not to compete in the Event
 - 2.4.2. Comply with any rules or regulation relating to the Event as We or the Event Organiser may notify You of from time to time

2.4.3. Follow all instructions given to Us, the Event Organiser and any of Our of the Event Organiser's agents, employees or works, or any referees, stewards or other event officials in respect of the Event

3. Withdrawal, Cancellations or Alterations

- 3.1. The Fee is non-refundable and non-transferable to other persons or Event year under any circumstances save that We may in our discretion refund the Fee in limited circumstances such as: The Event is cancelled by the Event Organiser provided that We receive a refund on sums We paid to the Event Organiser for the relevant place in the Event; Any other circumstances in which, in the opinion of Lincoln City Foundation, it would be reasonable to provide a refund. The decision of Lincoln City Foundation on this matter is final
- 3.2. You acknowledge that Lincoln City Foundation places are limited, and payment of the Fee and reservation of the place affects expenditure of Lincoln City Foundation and charity income for the Event. Notice of withdrawal from the Event must be communicated by emailing community@lincolncityfoundation.co.uk within 7 days of an event or incident that results in you being unable to take part in the event
- 3.3. If you have purchased a charity place with Lincoln City Foundation but need to withdraw from the Event, We cannot guarantee you a deferral to the following event year. All deferral requests must be communicated in writing by emailing community@lincolncityfoundation.co.uk and it will be at the discretion of Lincoln City Foundation and the Event if you are successful.
- 3.4. All successful deferral applicants will not be refunded their entry fee, however their fundraising can be transferred to their new event date. All deferral applicants will need to repay their fee for their new event date. Please be aware the cost of the fee may increase and you are obliged to pay the updated fee cost.
- 3.5. Your place in the Event is personal to You and You may not transfer it or any of Your other rights or obligations to any other person.
- 3.6. Places on the Event are strictly limited and are subject to availability. We may refuse entry, remove, exclude or cancel Your place in the Event if We consider that your participation in the Event will bring the Event, the Event Organiser or Lincoln City Foundation into disrepute or otherwise damage the reputation of Lincoln City Foundation, the Event or the Event Organiser; or in our reasonable opinion you appear unlikely to raise the minimum sponsorship requirement referred to at clause 2.3; or The Event Organiser refuses entry at any time.

4. Publicity and Results

- 4.1. You understand that Lincoln City Foundation may take photograph and video images of you on the day of the Event. You hereby agree that Lincoln City Foundation may use any such images to promote Lincoln City Foundation its charitable aims, the Event and future events, whether on its website or in publicity material (both electronic and hardcopy) or on websites and publicity material of third parties. Lincoln City Foundation owns all rights in any images and publicity material created by Lincoln City Foundation and you shall obtain no rights in relation to the same.

5. Data Protection

- 5.1. By entering into this agreement, You agree that any personal information provided by You or collected about You in connection with the Event may be held and used by Us in relation to the Event.
- 5.2. You also agree that the personal information provided by You may be shared with the Event Organiser who may use it in connection with the organisation and/or administration of the Event or for other reasons associated with the Event,

- 5.3. We will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with our privacy policy
- 5.4. You agree to inform Lincoln City Foundation of any changes to the information supplied in Your original application as soon as such changes occur.
- 5.5. We will be the data controller of the information which You provide Us or which we obtain in relation to the Event and the Event Organiser will be an independent data controller of any information which We pass on to them pursuant to clause 5.2.