

SECTION 4: POLICIES



4.19 EVENT ENTRY POLICY AND TERMS & CONDITIONS

1. INTRODUCTION
 - 1.1. This policy (together with the documents referred to in it) explain the terms and conditions (“the Terms”) on which entries are accepted to any events held under the Virtus brand, whether placed electronically via the Sport Management System (“the SMS”) or other means.
 - 1.2. These terms apply between the Virtus Member Organisation acting on behalf of the athletes/team staff and other officials specified on the entry form (“the Entrants”) and the LOC (the Local Organising Committee) appointed by Virtus to manage and deliver the event (except where Virtus acts as the event organiser).
 - 1.3. These terms and conditions should be read carefully and submission of the entry form will constitute their acceptance. The LOC will be unable to accept entry from Entrants who do not agree to be bound by these terms.
2. TERMS AND CONDITIONS OF ENTRY
 - 2.1. By entering a Virtus event, Entrants understand that:
 - 2.1.1. the event that will be run under the technical regulations, guidelines, bye laws and anti-doping rules of Virtus which are based on the respective International Federation governing the sport (where applicable) and any other rules stipulated by Virtus and the LOC. Entrants agree to comply with the Rules and understand that they will not be entitled to a refund of their entry fee if disqualified from the Event as a result of, or infringement of these Terms or the Rules.
 - 2.1.2. submission of the entry form creates a binding contract between the entrant and the LOC.
 - 2.1.3. it is the responsibility of entrants to understand and abide by the Rules before, during and after the Event; and entrants agree that the decision of Virtus and/or the Event Organiser will be binding and final in all circumstances in accordance with the relevant policies.
 - 2.2. All entrants understand and agree that participation in the Event is entirely at their own risk, and that entrants must rely on their own ability in dealing with all hazards that may arise.
 - 2.3. Entrants acknowledge that participation in the Event is physically strenuous and demanding and are aware of the nature of the Event and associated medical and physical risks involved. Entrants certify that they are physically capable of participating in the Event.
 - 2.4. Entrants undertake to notify the Event Organiser of any medical condition(s), including allergies, which they or Event medical staff might need to be aware of.
 - 2.5. Entrants accept full liability and responsibility for any medical expenses incurred as a result of training for and/or participating in the Event, other than any medical services provided by the Event Organiser.
 - 2.6. Entrants accept that Virtus, the Event Organiser, the Event sponsors, organisers, officials, medical advisers and any person involved in the organisation of the Event are not liable for any injury or illness suffered as a result of participation in the Event, whether prior to, during or subsequent to the Event.
 - 2.7. Virtus Member Organisations are responsible for the identification and selection of athletes to teams entering Virtus competition and agree to observe all entry criteria imposed by Virtus and the LOC.

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- 2.8. Virtus Member Organisations will undertake a thorough risk assessment assessing all aspects of the event including travel, accommodation, competition and leisure time. This risk assessment will also consider the unique and specific needs of each athlete, the age of the athletes and members of staff within the team including any medical needs and psychological well-being.
- 2.9. Virtus Member Organisations are entirely responsible for the behaviour and conduct of athletes and staff attending Virtus competition. Whilst the Event Organiser takes every care with the staging of the Event, entrants accept that they must make all reasonable precautions for the safeguarding of their person and property during participation in the Event and will obtain suitable personal accident and personal items insurance for the duration of their visit.
- Entrants accept that Virtus and the Event Organiser reserve the right to amend the Event format or cancel the Event due to health and safety reasons, inclement weather, acts of terrorism, civil and government unrest, natural phenomenon and other Force Majeure (defined as any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of that party).
- 2.10. The Entry Fee and other costs such as flights and visa may not be refundable in such circumstances.
- 2.11. Entrants understand that Virtus does not authorise athlete withdrawals or refunds and that this is the sole responsibility of the Event Organiser. This shall not make Virtus liable for any refunds, which shall still be the responsibility of the Event Organiser.
- 2.12. Entrants understand that Virtus may charge a non-refundable administration charge per Event entry, collected by the LOC.
- 2.13. Entrants understand that confirmed entry to the Event is dependent on a fully and accurately completed Entry information and receipt of payment to cover the Entry Fee in line with the date(s) published in advance of the Event. If either of these conditions is not fulfilled then the entry may not be valid nor accepted, and the athlete/officials will not be eligible to take part in the Event.
- 2.14. Through completion and submission of the Entry Form, Entrants are committing to paying for the Event entry via the means as instructed.
- 2.15. Entrants accept full responsibility for applying for any visa or other requirements necessary for travel.
- 2.16. Entrants accept that all correspondence and enquiries about the Event shall be directed to the relevant Event Organiser. Virtus cannot deal with enquiries relating to individual Event entries unless Virtus is itself the named Event Organiser.
- 2.17. Entrants irrevocably consent to their appearance in any media format, in relation to the publicity of the Event, and in future publicity and advertising of Virtus and the Event Organiser; provided that such use does not imply their direct endorsement of any official sponsor or suppliers of the Event.
- 2.18. Entrants understand that personal details (including but not limited to name, age, gender, event category, result) will be stored electronically by the Event Organiser and Virtus. Such information may appear on the public list of participants and result list for the Event. By

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entering the Event, the athlete or their representative consents to the Event Organiser being given access to their data. At any time entrants may ask us to send a copy of your information from our records or correct or update your information by writing to us.

- 2.19. All decisions and rulings by Virtus, the Event Organiser, its employees and its agents are considered final.
- 2.20. Virtus reserves the right to vary these Terms effective immediately upon posting on the Site. However, entrants will be subject to the Terms in force at the time that the Entry Form was submitted.
3. LIMITATION OF LIABILITY
 - 3.1. Entry to an event, whether made through the ISMS or by other means creates a contract between the entrant and the Event Organisers. If for any reason the Event is cancelled or postponed, please review the specific event details, rules and terms & conditions which have been documented by the Event Organiser. If a refund is appropriate, the participant should contact the Event Organiser.
 - 3.2. Virtus will not be liable for any refunds, costs or compensation arising from the cancellation, postponement or alteration to the programme. This includes the entry fee, flight costs and all other costs associated with entry to the event.
 - 3.3. To the fullest extent permitted by the applicable law, Virtus and the Event Organiser excludes: (a) all liability for loss, injury or damage to persons or property at the Event; (b) all indemnities, warranties, representations, terms and conditions (whether express or implied); and (c) any actual or alleged indirect loss or consequential loss howsoever arising suffered by you or any loss of income or revenue; (ii) loss of business; (iii) loss of profits and anticipated profits; (v) loss of savings (vi) loss of opportunity; (vii) loss of goodwill or (viii) any other type of economic loss.
 - 3.4. Nothing in these Terms excludes or limits Virtus or the Event Organisers' liability for death or personal injury, fraud or any liability to the extent it cannot be excluded or limited by law.
 - 3.5. These Terms (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. Entrants acknowledge and agree that in submitting the Entry Form they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in these Terms.
 - 3.6. To the extent permitted by law, if any provision of these Terms is found to be illegal, invalid or unenforceable, then to the extent it is illegal, invalid or unenforceable, that provision will be given no effect and will be treated as though it were not included in these Terms and no other provision of these Terms shall be affected by the invalidity or unenforceability of any other provision.
 - 3.7. Neither Virtus nor the Event Organiser will be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by events outside our reasonable control ("Force Majeure Event"). This includes but is not limited to venue damage or cancellation, health scares, industrial dispute, governmental regulations or

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action, military action, fire, flood, disaster, civil riot, acts of terrorism or war. Virtus nor the Event Organiser shall be entitled but not obliged (in its sole discretion) to either: (i) provide alternative facilities or venue for the Event; and/or (ii) reschedule the Event. The Entry Fee may be refundable in such circumstances however this is solely at the discretion of the Event Organiser.

- 3.8. A person who is not party to these Terms shall not have any rights under or in connection with them under the UK Contracts (Rights of Third Parties) Act 1999.
- 3.9. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction.