



## **TERMS AND CONDITIONS OF ENTRY FOR SWIMATHON 2010**

1. Swimming can be strenuous and you must make sure you are in good health. If you have any medical conditions that could be adversely affected by exercise, particularly a heart condition, or if you are in any doubt about your health, you must get clearance from your doctor before participating. For swimmers under the age of 16, a parent or guardian's signature is required.

2. Swimathon 2010 (the "Event") is a nationwide event to be hosted in swimming pools around the UK between 16 and 18 April 2010. The Event is owned by The Swimathon Foundation, (a charitable trust and registered charity number 1060679) ("SF") and operated through SF's wholly owned trading subsidiary Swimathon Limited, (a company registered in England with company number 2734115 with its registered address at Langwood House, 63-81 High Street, Rickmansworth, Hertfordshire WD3 1EQ) ("SL") on behalf of which the event is managed by Limelight Projects Ltd, (a company registered in England with company number 3700632 with its registered address at 33-34 Langwood House, 63-81 High Street, Rickmansworth, Hertfordshire WD3 1EQ) ("LP").

3. Entrant agrees to be bound by these Terms and Conditions of entry to the Event.

4. Persons aged sixteen (16) years or younger at the date of their application ("Junior Applicants") must obtain the prior written consent from their parent/guardian, who must signify their consent by signing the relevant registration form on behalf of the Junior Applicant, to participate in the Event.

5. Applicants must apply to participate in the Event:

- (A) by completing an Online Registration Form;
- (B) by registering over the telephone; or
- (C) by completing a Postal Registration Form.

6. Applications will be accepted or refused by LP in their absolute discretion and all decisions of LP are final. All successful applicants will be notified by way of online or postal confirmation. The completion of Registration (whether online, by post or by telephone) as set out above, the payment of the Registration Fee and the receipt of online or postal confirmation ("Entry Confirmation") shall give the Applicant a right to participate in the Event, subject always to these Terms and Conditions and any rules and terms and conditions of local pools.

7. Places at swimming pools hosting the Event are limited and therefore applications are subject to availability. Applications are processed on a first-come first-served basis in accordance with the rules set out in these Terms and Conditions, or at the sole discretion of LP.

8. None of SF, SL and LP shall be responsible for postal, telephone, technical, hardware or software failures of any kind, 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 communications to and from any of them.

9. Entrants may participate as an individual and/or as part of a team subject to instructions on [www.swimathon.org](http://www.swimathon.org) or through the telephone or postal registration system.

10. The Registration fees for the Event are set out at [www.swimathon.org](http://www.swimathon.org) and on the entry form. Registration fees are non-refundable. If payment is rejected or not cleared for any reason, LP reserves the right to refuse registration and entry to the Event.

11. The payment of the Registration Fee (for all participants except those participating in the SimplySwim challenge) entitles the Entrant to participate in the Event as well as free entry to the relevant local pool on the day of the Swimathon session (subject to rules and terms and conditions of each local pool).

12. If at any time it is discovered that any Entrant should have been ineligible or if the Entrant's proposed participation in the Event should have been refused or rejected for any reason, LP reserves the right to disqualify from and/or to refuse such entry at any time. None of SF, SL and LP shall be liable in any way whatsoever to any Entrant as a result of any such disqualification or refusal.

13. It is not possible to swap or transfer places between individuals entering the event.

14. The Event will be held between 16 and 18 April 2010 (or such other dates as the organisers shall determine) at participating pools across the country. Entrants must arrive at the relevant venue at least 30 minutes prior to their session start time.

15. SL/LP reserves the right to change the format of the Event or to cancel the Event, in whole or in part, without notice or liability to the Entrant. None of SF, SL or LP shall be responsible for any loss arising from any changes to the time, date and/or venues hosting the Event.

16. Challenge completion times at the Event are recorded and results shall be made available to Entrants. None of SF, SL or LP makes any representation or warranty as to the accuracy or completeness of the time-keeping of pool staff/volunteers at each venue.

17. Participants in the Event must adhere at all times to the rules and regulations of the host venue whilst at that venue for the purposes of their participation in the Event. Participants are required to behave responsibly, reasonably and professionally at all times whilst participating in the Event including without limitation refraining from behaviour that may offend standards of public morality or decency or which may be illegal.

18. SL/LP shall have the irrevocable, exclusive right and licence throughout the world (and, Entrant hereby irrevocably grants SL/LP such exclusive right and licence) to interview and/or photograph and/or film the Entrant at the Event (or subsequent to the Event as SL/LP may reasonably require) and to the unlimited use in all current and future media (including without limitation, print, audio, audio visual, virtual media, Internet, mobile telephony and related or successor technologies, CD-ROM and/or DVD) of the Entrant's name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of the Entrant, and any

biographical or other information or data related to the Entrant (including race times and results), in connection with the production, advertisement, marketing, promotion or sale of the Event and/or the promotion, marketing or advertisement of the "Swimathon" brand.

19. All data provided by Entrants to the Event shall be stored, processed and used in accordance with the Privacy Policy and relevant Data Protection Law and these Terms and Conditions.

20. Entrant is responsible for Entrant's own transportation to and from the Event at Entrant's own expense.

21. Entrant acknowledges that participation in the Event involves physical activities and inherent risks and dangers of accidents, personal and bodily injury (including death) and property loss or damage. By completing and submitting a registration form, the Entrant acknowledges and confirms that, to the best of his or her knowledge and belief, he or she is healthy and fit to swim, understands and has considered and evaluated the nature, scope and extent of the risks involved, and has voluntarily and freely chosen to participate in the Event entirely at his or her own risk.

22. Save in circumstances where any personal injury or death is caused by the negligence of SF/SL/LP, none of SF, SL and LP accepts any liability for any loss or liability of any kind in contract, tort or otherwise howsoever arising out of the Entrant's participation in the Event or in relation to any services provided pursuant to such participation.

23. None of SF, SL and LP intends to provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at, and/or participation in the Event by each Entrant. Entrant is advised to obtain such insurance themselves if required or desired.

24. As the Event Host, in each case participating pools will require a record of Entrant's registration details including third party emergency contact details for internal administration purposes.

25. Entrant hereby acknowledges that it is a strict condition of participation in the Event that all mandatory fields within an Entrant's profile are complete and correct at all times, including without limitation, gender, first name, surname, date of birth, contact address, medical condition information, and emergency contact details. Entrant hereby acknowledges and agrees that this information is required by SL/LP in order to properly and safely administer and conduct the Event, and SL/LP reserves the right to refuse Entrant entry to the Event in circumstances where Entrant either requests the suppression of such mandatory information from its Entrant's profile, or SL/LP believes Entrant has provided false or incomplete information.

26. If any provision in these Terms and Conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.

27. The brands, product and service names used by SL/LP are the trade marks or trade names of SL/LP or their trading partners unless otherwise stated. Entrant may not offer goods or services under or by reference to or otherwise use or reproduce any such trade marks or trade names without the prior written permission of SL/LP the owner of such marks or names.

28. This agreement shall be governed by and construed in accordance with English Law and each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of England.