



# TERMS & CONDITIONS

These are the terms and conditions (“Terms and Conditions”) that apply to #TheBigRugbyRun 2020 (the “Event”). Participating Teams or Groups, must agree to the Terms and Conditions, as part of the Team or Group registration process, before participating in the Event

## Definitions:

“**We/Us/Our**” means Advanced Sporting Potential Ltd (registration number 575120) having a registered office at McMahon Auditors & Accountants Limited, 9-10 Academy Court, Academy Street, Kildare Town Co. Kildare (“**Event Organiser**”)

“**You/Your/Yourself**” means the person aged over 18 who has registered on behalf of a participating Team or Group and is agreeing to be bound by these terms and conditions (“**Team Contact**”)

“**The Event**” is #TheBigRugbyRun Ireland, scheduled to take place from 10am on Saturday 9 May 2020

“**Participating Team**” means the registered Team or Group, including individual members registered as part of that Team or Group, taking part in #TheBigRugbyRun Event

“**Grand Prize Draw**” is a free-to-enter draw, with prizes to be confirmed, limited to any underage Teams or Groups (under 10-under 18 age groups, as per the IRFU age grade regulations 2019-20 [here](#)) that raise the Minimum Sponsorship fee and who are registered to take part in the Event

“**The Event Charity Partner**” is Feed The Heroes ([www.feedtheheroes.com](http://www.feedtheheroes.com)), an Irish-based charitable initiative providing meals etc. to frontline workers in Ireland during the COVID-19 crisis

“**Minimum Sponsorship**” means the minimum sponsorship target of €50/£50 that each Team or Group needs to pay in advance (via the GoFundMe page <https://www.gofundme.com/f/thebigrugbyrun>) in order to participate in #TheBigRugbyRun and/or #TheBigRugbyRun Grand Prize Draw (the latter open to all underage teams registered for the Event)

## 1. The Event

- a) The Event is organised by the Event Organiser.
- b) Participation in the Event for Participating Teams or Groups and their individual Team or Group members is subject to these Terms and Conditions, which must be fully complied with at all times.

## 2. Participation in the Event

- a) Each Guaranteed Participating Team or Group pledges to raise the minimum sponsorship target (“Minimum Sponsorship”) for the Event in which they are participating. Details of the Minimum Sponsorship for the Event are contained in these terms and conditions
- b) Each Guaranteed Participating Team or Group must also register directly with the Event Organiser at least 24 hours before the Event Organiser’s advertised registration deadline (which is the event start time of 10am Saturday 9<sup>th</sup> May 2020).



The registration must be made by the Lead Team or Group Contact, a responsible representative of the Team or Group (over 18 years old, ideally the Team Manager or Head Coach) and he/she must accept the terms of the Event participation on behalf of the team and all participating team members. It is the sole responsibility of the team representative registering his/her team to ensure that all team participants (via their parents/legal guardians in the case of an underage team) taking part are fully aware of the terms of participation as outlined in these terms and conditions.

**NOTE - only the Team or Group (via the Lead Team Contact), and not the individual participants on the team, are required to complete #TheBigRugbyRun registration process.**

- c) The Event Organiser reserves the right to withdraw the place of any Guaranteed Team or Group Participant if they have not registered with the Event Organiser in accordance with this condition 2(b) and to offer their place in the Event to another applicant. If a Guaranteed Participant loses their place in the Event under this condition 2(b) then they will not be entitled to any refund of the Minimum Sponsorship fee already donated (as defined below).
- d) All fundraising activity undertaken as part of the Event must be for the benefit of the official Event Charity Partner only.

### **3. Participation in the Grand Prize draw**

- a) The Grand Prize draw is open to all underage teams who participate in the Event (Under 10-Under 18s age grades, as per the IRFU age grade regulations 2019-20 [here](#)), subject to those teams;
  - i. Having donated their Minimum Sponsorship Fee
  - ii. Having provided proof via their social media activity (tagging their teammate, team, club & the Event to mark a virtual baton passing for the relay element of the Event) of their participation in the Event on Saturday 9 May 2020
  - iii. To the best knowledge of the Event Organisers, having abided fully with the terms and conditions around their participation in the Event
- b) The Grand Prize draw will be free to enter and is expected to be conducted between Wednesday 13 and Friday 15 May 2020 inclusive. The Event Organiser will endeavour to make the Grand Prize draw available to view live online or in any event as a recorded video that can be viewed via the Event website [www.thebigrugbyrun.com](http://www.thebigrugbyrun.com). By entering, Participating Teams accept that their name and location may be used in a live draw on one or more of The Event Organiser's social media platforms. All eligible teams will be notified via email regarding the finalised details of the draw set up in advance and of the final results of the draw once completed
- c) The prizes available as part of the Grand Prize draw are to be confirmed in advance of the draw itself and will be available to view as a list or downloadable pdf via the Event website [www.thebigrugbyrun.com](http://www.thebigrugbyrun.com).
- d) The Grand Prize Draw will be conducted by a representative of the Event Organiser and the Event Organiser's decision is final in relation to winners and the awarding of prizes.
- e) The fulfilment of all prizes awarded is a matter for the prize winners and the respective companies donating the specific prize for that team as part of the Grand Prize Draw. The Event Organiser shall carry no future liability in relation to the



fulfilment, delivery or any other aspect of the delivery of the services or value associated with prizes awarded or claimed as part of the Grand Prize Draw.

- f) The Event Organiser reserves the right to withdraw individual prizes or cancel part of or the entire Grand Prize Draw at its own absolute and final discretion

#### 4. Entry Forms and Fees

- a) Each Guaranteed participating team must pay the non-refundable and non-transferable minimum sponsorship fee (and any applicable VAT or platform fees) (the "Minimum Sponsorship fee") via the GoFundMe page [here](#) prior to participation in the Event. As the event is a virtual team challenge and not a formally hosted Event, there is no registration fee applicable to enter.
- b) For all underage teams (Under 10s-Under 18s teams, based on the IRFU age grade regulations 2019-20, see [here](#)), guaranteed entry in the post-event Grand Prize Draw is strictly subject to the payment of the Minimum Sponsorship Fee.

#### 5. Registration and fundraising

- a) All Participating Teams or Groups must be registered to take part in the Event with the Event Organiser. **NOTE - the individual participants on the team, are NOT required to complete #TheBigRugbyRun registration process.**
- b) Each Participating Team or Group must complete the Online Registration Form ("Registration Form") available via the website link [www.thebigrugbyrun.com](http://www.thebigrugbyrun.com).
- c) All Online Registration Forms, must be completed before the closing date for Event registration.
- d) Participants agree that all funds raised for the Event Charity Partner as a result of their participation in the Event shall be raised using legal methods.
- e) An online fundraising page can be set up using a fundraising platform but all funds raised must be donated to the Event Charity Partner via the official Event Fundraising page on GoFundMe (<https://ie.gofundme.com/f/thebigrugbyrun>).
- f) The full funds raised (over and above the Minimum Sponsorship Fee) for the official Event Partner shall be held on trust by each Participating Team and shall be paid to the Event Organisers via the official GoFundMe page as soon as reasonably possible and in any case within 4 weeks after the date(s) on which the Event is scheduled to take place ("Event Date").

#### 6. Age of Participants

- a) All Participants must be aged 10 or over by the Event Date. In the case of participants aged 18 and under on the Event Date, the Lead Team Contact who registers the team is wholly and solely responsible for ensuring that full permission has been sought and received from parents and/or legal guardians regarding the participation of underage team members.

#### 7. Health and fitness

- a) All Participating Teams or Groups and their members take part in the Event at their own risk.



- b) Any Participating Team or Group members who have any doubt about their health or have a medical condition that could be affected by exercise, particularly a heart condition, should obtain their doctor's approval before participating in the Event.
- c) The Event Organisers shall not be under any obligation whatsoever to process, analyse or otherwise take any action on any medical information disclosed to them either during or after the registration process for an Event.
- d) All Participating Team or Group members agree that, as far as they are aware, they are fit and physically able to compete in the Event. It is each Participating Team or Group members' own responsibility (or that of their parent or legal guardian in the case of underage team participants) to assess their fitness and to ensure that they participate only if sufficiently fit. Should any medical or physical condition arise prior to the Event which is likely to affect a Participating Team or Group member's ability to compete in the Event, the Participating Team or Group member should withdraw from the Event.

## 8. Safety

- a) All Participating Teams or Groups and their members should ensure that any equipment or clothing used is in good condition and suitable for the Event.
- b) Participants acknowledge and agree that because this is a virtual event, with no formal setting which the Event Organiser can be responsible for, meaning Participating team members may choose to take part in a public space within the prevailing Government guidelines, the Event Organiser cannot be held liable for any damage caused outside of its direct control.
- c) All Participating Teams or Groups and their members are wholly and solely responsible for ensuring that they follow all prevailing Irish Government/HSE legal guidelines in regards to the ongoing Covid-19 crisis, (including but not limited to social distancing, the 2km proximity rule relating the exercising outside the home etc.). Please be aware of the latest guidelines via the below links;

HSE Ireland Updates – <https://www2.hse.ie/conditions/coronavirus/coronavirus.html>  
Irish Government Updates - <https://www.gov.ie/en/news/7e0924-latest-updates-oncovid-19-coronavirus/>

## 9. Insurance

- a) The Event Organiser does not 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 participation in the Event. Participants shall be responsible for arranging their own suitable and adequate insurance protection to cover their participation in the Event, including without limitation cover:
  - i. for material loss/damage to any equipment they may use in the Event or personal property (including clothing);
  - ii. any loss or damage they may cause to a third party;
  - iii. sickness; or
  - iv. negligence of any party.

## 10. Liability



- a) Subject to paragraph 10(b), neither the Event Organiser nor its agents or representatives shall be liable for:
  - i. any injury or accident causing loss or damage to a Participating Team or Group member or any third party where this is sustained as a result of a Participating Team or Group member taking part in the Event; or
  - ii. any loss or damage sustained by a Participating Team or Group member as a result of: the cancellation of the Event for any reason; any changes made to the Event for safety or any other reasons; or any circumstances beyond the control of the Event Organiser.
- b) Nothing in these Terms and Conditions shall limit or exclude the Event Organiser liability in respect of death or personal injury sustained as a direct result of:
  - i. the negligence, breach of statutory duty or fraudulent misrepresentation of the Event Organiser, its agents or representatives; or
  - ii. a deliberate act or omission of the Event Organiser, its agents or representatives.
- c) Participating Team or Group members and their friends and family members who are involved the Event do so entirely at their own risk.
- d) Each Participating Team or Group member is responsible for his/her actions whilst being involved in or participating in the Event. The Event Organiser accepts no responsibility for the actions of a Participating Team/Group or its individual members nor the consequences of such actions.

## **11. Withdrawal and Refunds**

- a. No Minimum Sponsorship Fee will be refunded in the event that a Participating Team or Group elects not to participate in the Event for any reason.
- b. Registrations to participate in the Event are non-transferable unless the individual defers directly with the Event Organiser. Participation in the Event is personal to each Participating Team or Group and registered Participating Teams or Groups are strictly prohibited from swapping, selling or transferring their place in the Event or allowing any other Team or Group to participate in their place.
- c. Participating Teams or Groups must send written confirmation of their withdrawal via email to the Event Organiser email address contained in the Event Information ([info@thebigrugbyrun.com](mailto:info@thebigrugbyrun.com)).
- d. The Event Organiser or its or their agents or representatives reserve the right to refuse entry to the Event or ask a Participating Team or Group to cease participation if a Participating Team or Group:
  - i. fails to follow instructions given by Event officials;
  - ii. attempts to participate in the Event in a manner that the Event Organiser or its or their agents or representatives, acting reasonably, believes:
    - 1. may cause injury to a Participating Team or Group or its members;
    - 2. may cause injury to another Participating Team or Group or its members;

3. may damage or harm the environment;
  4. is likely to cause offence; or
  5. otherwise cause a risk or potential risk to health and safety.
- iii. is, in the opinion of the Event Organiser or its or their agents or representatives, unfit to participate in the Event due to an injury or illness; or any other factor which gives reasonable cause for concern

## **12. Cancellation and Changes to the Event**

- a) The Event Organiser may cancel the Event in accordance with their terms and conditions. If the Event is cancelled for any reason then the Event Organiser will have no responsibility for any costs incurred by Participating Teams or Groups or Team or Group members as a result of such cancellation. Minimum Sponsorship fees are non-refundable and any refund offered will be at the absolute discretion of the Event Organiser, in agreement with the Event Charity Partner.
- b) All Participating Teams or Groups acknowledge and agree that the organisation and staging of the Event is under the control and direction of the Event Organiser and the Event Organiser's terms and conditions will apply in respect of any cancellation, alteration or re-scheduling of the Event, including the giving of any notice in respect of any change or cancellation.
- c) The Event Organiser will use its reasonable endeavours to communicate any changes to the Event to each Participating Team or Group registered for the Event in advance of the Event start time or sooner if practical.

## **13. Photos and Publicity**

- a) Photographs and videos taken and shared via social media throughout the Event by each Participating Team may be used by the Event Organiser, the Event Charity Partner and/or their contractors and/or agents to promote the Event now or in the future. All Participating teams and their team members (including underage team participants) consent to all and any use in any current or future media by the Event Organiser and/or its group companies, plus the Event Charity Partner, of any photographs, images and/or films in which they feature.
- b) All Participating Teams or Groups and their members acknowledge and agree that no payment will be made to any Participating Team or Group or their members for the use of any photographs, images or films in which they may feature.

## **14. Data Protection**

- a. Each Participating Team or Group agrees that information provided to the Event Organiser in connection with the Event may be used by the Event Organiser in accordance with prevailing data protection legislation.
- b. The Event Organiser will use the information provided by Participating Team or Group to register their application for the Events, process the registration application and manage the Participating Team or Group's involvement in the Event. The Event Organiser will keep the registered Participating Team or Group contact up to date with the Event activities or provide any other information in accordance with their stated preferences.



- c. Each registered Participant Team or Group contact will agree to provide emergency contact information when registering for an Event.

#### **15. Acceptance of these Terms and Conditions**

- a. By registering with the Event Organiser to participate in the Event, a Participating Team or Group agrees to be bound by these Terms and Conditions.
- b. If any provisions 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.
- c. The Event Organiser may vary these Terms and Conditions from time to time and the up to date terms shall be available on the Website.
- d. These Terms and Conditions and any dispute or claim that arises out of or in connection with them is governed by and construed in accordance with the law of the Republic of Ireland. The courts of the Republic of Ireland have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these Terms and Conditions.