

Please read these General Conditions of Entry before applying to enter the Absa Marathon – they contain important information about Your safety and wellbeing.

1. INTRODUCTION AND SCOPE

- 1.1. Capitalised but undefined terms used in this clause 1 shall have the meaning given to them in clause 2.
- 1.2. The following terms and conditions (the “**Conditions of Entry**”) set out the general conditions for application to, and participation in, the Event.
- 1.3. Any person who applies to take part in, or compete in the Event, shall be deemed to have accepted and agreed to comply with these Conditions of Entry and the Applicable Laws.
- 1.4. **Your attention is particularly drawn to clauses 4.2 (transferability of entry), 7 (Cancellation by us) and 10 (Liability).**

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 In these conditions the following definitions shall apply:

- a. “**Agreement**”: the agreement between You and Absa Zambia Bank PLC governed by comprised these Conditions of Entry;
- b. “**Applicable Laws**”: means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures in the context of Covid-19, of any governmental authority that apply to You, or the subject matter of these Conditions of Entry;
- c. “**Event**”: the TCS London Marathon, organised by Absa and Lusaka Fitness Squad;
- d. “**Event Date**”: the announced date of the Event;
- e. “**Fee**”: the fee payable by You (or the charity from whom You obtained the entry) to ABSA in consideration of Your participation in the Event;
- f. “**Force Majeure Event**”: any circumstance not within ABSA’s reasonable control including: (a) acts of God, abnormally inclement weather, extreme whether (including extreme heat) flood, drought, lightning, storm, earthquake or other natural disaster; (b) epidemic, pandemic or infectious disease; (c) terrorist attack, civil war, civil commotion or riots, crowd disorder, war, threat of or preparation for

war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government, public authority, court, competent national authority or governing body, including cancelling a public event, imposing capacity restrictions on a public event, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, subsidence, structural damage, fire, explosion or accident; (g) death of a member of the Royal Family; and (h) any labour or trade dispute, strikes, industrial action or lockouts;

g. **“GFA”** means ‘Good for Age’ classification, which is awarded by ABSA when a UK resident achieves a qualifying time within a qualifying time period and their application has been received by the published closing date. Good For Age places are then allocated on a ‘fastest first’ basis comparative to age and the qualifying time;

h. **“ABSA”**: London Marathon Events Limited, incorporated and registered in England and Wales with number 01528489 whose registered office is at 190 Great Dover Street, London SE1 4YB;

i. **“Officials”**: any Event officials as appointed by ABSA from time to time;

j. **“Privacy Policy”**: ABSA’s privacy policy which can be [found here](#);

k. **“Rules”**: the laws, rules, and regulations of British Athletics and any other relevant governing body (including, where participants are taking part in a wheelchair, the World Para Athletics); and

l. **“You” “Your”**: the entrant to the Event or, where You are signing as a parent or guardian for a child aged under 18 for whom You are responsible, Your child.

- 2.2 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 2.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.4 Any obligation on a person not to do something includes an obligation not to allow that thing to be done.
- 2.5 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

2.6 References to clauses are to the clauses of these Conditions of Entry.

2.7 Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.8 If there is any conflict between these Rules and the Agreement, the Agreement shall apply to the extent of the conflict.

3. ENTRY

3.1 These Conditions of Entry apply to applications made via all channels, including:

- a. Charity entries: Where a charity purchases a place in the Event and a runner enter the Event as a guaranteed entry.
- b. Direct sales: Where a runner enters the Event direct online without a ballot; and
- c. Ballot: Where a runner registers in the ballot and a random draw selects runners who have the opportunity to enter the Event with payment.
- d. Prize draw. ABSA may from time to time permit those who have been unsuccessful in the ballot, but have decided to donate their entry fee, to enter into a lucky draw for the chance to win an Event entry.

3.2 By submitting Your application, You agree to:

- a. warrant that the information you have and will provide is accurate and true. You must not use any false information or misrepresent the information of another person as applying to You. Anyone who uses false or misleading information or documents in order to gain entry will have their registration cancelled and may be banned from future events. The use of false documents to obtain an entry may be a criminal offence;
- b. agree to enter into the Event (provided that, where entry is via the ballot, such entry is subject to being successful in the ballot);
- c. agree to pay the Fee to ABSA (except where the charity from whom You obtained the entry has paid the Fee);
- d. agree to participate in the Event on the Event Date;
- e. agree to abide by the Agreement, the Rules and all Applicable Laws;

f. for those taking part in the Elite or Championship races or using a GFA place, You particularly agree that your participation shall be subject to and in accordance with the Eligibility Conditions for Transgender Athletes as set out in the World Athletics Eligibility Regulations for Transgender Athletes from time to time.

3.3 In respect of an entry obtained through a GFA application, You must have achieved the required qualifying time (as notified by ABSA) within the relevant period.

3.4 All participants who gain a place into the Event must collect their bib number with built-in timing device from the Event Running Show at ExCeL London in the four days prior to the Event

4. EVENT SAFETY

4.1 At all times during the Event You must adhere to all instructions given by ABSA and Event officials from time to time.

4.2 Participation in the Event is personal to You. You are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event or allowing any other person to wear the Event number. Multiple entries using the same registration details and/or email address will result in all of Your entries being disqualified. Any breach of this clause 4.2 shall render the entry void. If You are found to be in breach of this clause 4.2, ABSA reserves the right to exclude You from participation in future Events.

4.3 You acknowledge and agree that:

- a. running is an endurance sport;
- b. You should only undertake such an activity to a level which reflects your level of fitness;
- c. You are responsible for monitoring Your own physical condition prior to and during participation in the Event; and
- d. Your participation in the Event is for recreational and/or charity fundraising purposes only and you will not participate in the Event for any commercial or business purpose. ABSA has no liability to You for any loss of profit, loss of business, business interruption, or other loss of business opportunity.

4.4 You are not permitted to use the following items in the Event:

- a. subject to clause 4.6, any artificial aid or wheeled device;
- b. any pets or animals; or
- c. any other item that could potentially inhibit the flow or safety of other participants or which ABSA, in its reasonable opinion, deems may cause danger or risk of danger to You or other participants or spectators.

4.5 You warrant to ABSA that You will be on the Event Date:

- a. sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement. If You are in any doubt ABSA recommends that You seek medical advice; and
- b. 18 years of age or over.

4.6 If You are entered into the wheelchair section of the Event and are unable to propel Yourself, You are permitted to have assistance from a team of four, with a maximum of two members of the team permitted to push at any one time provided that Your wheelchair is not permitted to have gears or any mechanical, powered or electronic aid or device. If in the elite wheelchair section of the Event You will only use a racing wheelchair approved by ABSA.

4.7 ABSA may from time to time issue reasonable rules or conditions to address any health concerns (including, but not limited to, those relating to Covid-19) including, but not limited to, testing, social distancing and/or the use of monitoring or tracking devices or software. You warrant that You will comply with all such rules or conditions.

5. EVENT EJECTION

5.1 ABSA reserves the right to refuse entry to the Event or to ask You to cease participation if:-

- a. You fail to follow instructions given by Event officials;
- b. You attempt to participate in the Event in a manner that ABSA, acting reasonably, believes:
 - i. may cause injury to You or another participant;
 - ii. may damage or harm the environment;
 - iii. in ABSA's opinion is likely to cause offence; or

iv. otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in clause 2;

c. in ABSA's opinion You are unfit to participate in the Event due to:

i. the consumption or use of alcohol or drugs;

ii. an injury or illness;

iii. You fail to arrive at the start location at the specified time; or

iv. You are unable to make sufficient progress in the Event to allow You to complete the Event in line with timelines set by Event officials. Competitors will only be eligible for a medal and to feature in the results if they complete the course before the official cut off time.

5.2 If, in accordance with clause 5.1, You are refused entry to the Event or ABSA asks You to cease participation in the Event, You must remove Your runner's identification number and electronic chip and return them to an Official as soon as possible.

5.3 Participants will have their results annulled and be banned from all future events organised by ABSA for a period of up to five years if:

a. their running number is used by someone else in the event, participating in the event using a number registered to another participant, or using a counterfeit number;

b. they are found to be selling their number to another person;

c. they gain, or seek to gain, a GFA or Championship place using another participant's time;

d. they falsify information on the entry form;

e. they enter the ballot more than once using different email addresses; and

f. they commit any other breach of these General Conditions of Entry.

5.4 A second breach of any nature will mean results being annulled and a ban of up to life from all future ABSA events to be determined in ABSA's sole discretion. Any decision made by ABSA in relation to this clause 5 shall be final.

5.5 It is strictly forbidden at the Event to express or disseminate any insulting, racist, xenophobic, sexist, religious, political or other illegal/prohibited messages, particularly discriminatory propaganda messages, or otherwise be in possession of any such material.

6. CANCELLATION BY YOU

6.1 No refunds of the Fees or guaranteed entries to future events will be given where there has been a breach of these Conditions of Entry by You.

6.2 You should inform us immediately in the prescribed manner if You need to withdraw for any reason. If You do so, the Fee will not be refunded but (subject to clause 6.1), if the entry has not already been deferred from the previous year, You may be permitted (in ABSA's sole discretion) to have a guaranteed entry for the Event in the following year, subject to a successful application (which includes payment of the relevant Fee). Further details on the withdrawal process and eligibility to defer can be found [here](#).

6.3 In respect of an entry obtained through a charity, then the unused place will automatically revert to such charity.

7. CANCELLATION BY US

7.1 ABSA is under no obligation to hold the Event and may cancel the Event for any reason.

7.2 ABSA and the Officials reserve the right to make alterations to the time, date and location of the Event due to any Force Majeure Event which has a major impact on the Event taking place.

7.3 ABSA may cancel, abandon or postpone the Event due to any Force Majeure Event. Such circumstances:

a. ABSA will, if practicable, provide written notice of such cancellation, abandonment or postponement to the address it holds for You. In the event that written notice is not practicable due to the timescales involved, ABSA will use reasonable endeavours to provide other suitable methods of notice, including email, mobile phone, text message, television and radio broadcasts;

b. (subject to clause 6.1) You will receive a refund of the Fee, unless You choose another option that ABSA provides (which may include, but is not limited to, deferment). For the avoidance of doubt, ABSA is under no obligation to offer alternative options should it cancel the Event; and

- c. ABSA will have no responsibility for any losses, expenses or costs incurred as a result of cancellation, including any travel or accommodation costs.

7.4 ABSA may also cancel Your entry if You have obtained it through a third party (such as a club, sponsor or charity) and the third party:

- a. is no longer entitled to that entry; or
- b. informs us that they no longer wish for You to have the entry.

8. **PRIVACY, DATA PROTECTION, MEDICAL CONSENT AND SOUND AND IMAGE RECORDINGS**

8.1 Please read the TCS London Marathon [Privacy Policy](#) carefully to understand how Your personal data is processed. In particular, You acknowledge (regardless of whether You are successful in any application) that ABSA may use any information provided by You for the following purposes:

- a. for the processing of Your application;
- b. for the enforcement of ABSA's legal rights;
- c. to publish such information as part of the timing information of the Event. Timing information will only include Your name and the time taken by You to complete the Event;
- d. to publish such information as part of the results of the Event and to pass such information to the governing body or any affiliated organisation for the purpose of insurance, permits or for publishing results either for the Event alone or combined with or compared to other events. Results may include (but not be limited to) name, any club affiliation, race times, occupation and age category;
- e. to track Your progress in the Event;
- f. to send you health and safety and other relevant Event information;
- g. to notify you of events, activities, publications and services that may be of interest to you should you consent to receiving these from ABSA;
- h. to comply with ABSA's statutory and regulatory obligations;
- i. if you are obtaining Your entry through a third party (such as a charity, sponsor, supplier or business) to allow the third party to access Your information for the purpose of management and administration in respect of Your entry; and

- j. for the reasons detailed in clauses 8.3 and 8.4.

8.2 In relation to medical matters You agree that:

- a. Your personal information (including medical information entered on the bib number or collected by event medical staff during or after the Event) can be stored, used and disclosed by ABSA in connection with the organisation and administration of the Event and for the compilation of statistical information. If you become ill during or after the Event and/or receive medical attention or treatment either from Event medical staff, St John Ambulance, other medical services providers to the Event as contracted by ABSA, or any doctor or hospital, You authorise such persons to provide details (including details of medical treatment) to the Medical Director of the Event or others authorised by her/him; and
- b. You consent to medical assistance and/or medical care being given to you in the case of illness, injury or an emergency situation, should this occur during the Event, such assistance to be given by ABSA, its employees, contractors or other trained personnel conducting the Event (which may include the use of anaesthetics).

8.3 You acknowledge and, so far as is necessary under Applicable Laws, consent to being photographed, filmed or taped by ABSA and/or any third parties appointed thereby, which shall have the right, in perpetuity or for the maximum term permitted under the Applicable Laws, to use, broadcast, publish and license, without any requirement for payment of money or other form of consideration and without credit, Your voice, image and likeness, by means of live or recorded video and/or audio display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.

8.4 You accept and acknowledge that it is in ABSA's legitimate interests to use and publish and exploit the content detailed in clause 8.3 in this manner (including any personal data contained therein) as it requires the ability to: (a) publish, display, sell and distribute the Event by means of film, television, radio, print media, internet, publicity material (or any other media known now or in the future); and (b) use the images for its safety and security, promotional, training, editorial or marketing purposes, as determined in ABSA's sole discretion (including use by commercial partners and accredited media organisations). Notwithstanding the foregoing, where required under Applicable Laws, You give Your consent to such use.

8.5 You shall not take, record and/or transmit any sound, image and/or description of the Event other than for Your exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Event for any commercial purposes).

9. CHANGES TO THE EVENT

9.1 ABSA reserves the right to change the Event course or make any other amendment to the Event that ABSA deems necessary to stage the Event. Any material change to the Event will be communicated to You at the Event, or sooner if practicable.

9.2 Should the Event course distance be changed or reduced in accordance with clause 9.1, You agree that the Event is still deemed to be staged and that ABSA will not be liable to You for any refund.

10. LIABILITY

10.1 Other than is stated in clause 7, ABSA shall not be liable for any refund, loss (including indirect or consequential loss), damage or expense caused by a Force Majeure Event.

10.2 Subject to clause 10.5, in the event that ABSA is in breach of its obligations (under these Conditions of Entry or otherwise), ABSA shall only be responsible for such loss or damage suffered by You which was reasonably foreseeable as a result of the breach. ABSA shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time You entered into a contract pursuant to these General Conditions of Entry.

10.3 Subject to clause 10.5 and notwithstanding clause 10.2, ABSA is not liable for any business losses and ABSA will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.4 Subject to clause 10.5, in any event, to the maximum extent permitted by law, ABSA hereby excludes any liability for loss, damage or injury to You and/or Your property, including any indirect or consequential loss or damage, such as loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.

10.5 Notwithstanding any provision in these General Conditions of Entry, ABSA does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by ABSA's negligence or the negligence of any of its officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by Applicable Laws (including Your statutory rights and rights as a consumer).

10.6 You accept and acknowledge that while any Covid-19 protocols introduced by ABSA from time to time are designed to reduce the risk of transmission of Covid-19, it is not possible to eliminate that risk entirely. You assume the risk of suffering an illness or fatality related to Covid-19 as a result of Your participation in the Event, and agree (on Your own behalf, and on behalf of Your estate, heirs, successors and assigns) that ABSA and its directors, officers, employees, agents and officials shall bear no liability in respect of any such illness or fatality, unless it is proven that the illness or fatality was suffered as a result of the wilful misconduct or gross negligence of ABSA. You will not bring any claim that is inconsistent with the foregoing sentence.

11. SEVERABILITY AND AMENDMENT

11.1 ABSA reserves the right to change these General Conditions of Entry, if necessary, to ensure proper and safe staging of the Event. ABSA will notify You of any material changes via an email sent to the address indicated by You in the application and You will have the choice to consent to such material changes or to withdraw Your application or withdraw from the agreement concluded with ABSA in accordance with these General Conditions of Entry (as applicable).

11.2 Should any provisions of these General Conditions of Entry be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, the remainder of these General Conditions of Entry shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included.

12. GENERAL

12.1 These General Conditions of Entry have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the English version shall prevail.

12.2 The Agreement constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to the Agreement which is not already set out in the Agreement.

12.3 The Agreement is governed by the laws of Zambia. The parties agree that the High court of Zambia has exclusive jurisdiction to settle any dispute arising under or in connection with the Agreement.