

18<sup>th</sup> November 2022

## TERMS & CONDITIONS OF ENTRY TO A B-ACTIVE MARKETING EVENT

WE ASSUME THAT YOU AGREE TO ALL THE BELOW TERMS AND CONDITIONS IF YOU CONTINUE  
WITH THE ENTRY PROCESS OR ATTEND AN EVENT

### 1. RULES AND REGULATIONS

1. I agree to obey all the rules and warnings of the organisers, marshals or governing body and furthermore agree to subject themselves to any drug tests and penalties provided for therein.
2. I agree to abide by any decisions made by the event organiser or official.

### 2. SAFETY

1. I understand that the Event course may contain wild animals, insects and plants.
2. I certify that I am physically fit and have no medical condition that would make participation in the Event more hazardous.
3. I understand, agree and accept that some of the course may go through water that has not been tested for chemicals, disease or contamination.
4. I agree not to consume alcohol prior to the Event or use any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Event.
5. I consent to medical care and transportation in order to obtain treatment in the event of injury to me, volunteers or medical professionals may deem appropriate and understand that this Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.
6. The organiser may dismiss me, without refund, should my behaviour endanger the safety of or negatively affect the Event, person, facility or property. I also agree to indemnify the organiser, its owners, officers, past and present employees, agents and Event sponsors from any and all third party claims caused in whole or in partly by my negligent or intentional acts or omissions.

### 1. LIABILITY AND REFUND POLICY

1. I agree that organiser, sponsor and / venue is not responsible for any personal items or property that is lost, damaged or stolen at the Event.
2. I consent to the use of my image in photographs, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion without compensation.
3. I agree that all entry fee payments are final and non-refundable.
4. I agree that organiser reserves the right to either postpone or cancel the Event in the event of extreme weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, pandemic or endemic outbreaks or for any reason that, in organiser's discretion, will protect the safety and security of Event participants and spectators or that makes the Event organiser unable to continue with the event. In the event of such **postponement of an event by organiser**, I accept that my entry will be transferred automatically to the new date, or a credit could be offered to me towards a new event. I accept that my entry fee will be non-refundable should I wish to cancel my postponed entry for whatever reason.
5. I represent and warrant to the organiser that I have full legal authority to complete this event registration on behalf of myself and/or any person I am registering (Registrant(s)), including full authority to make use of the credit or debit card to which registration fees will be charged.
6. If I am registering a minor under the age of 18, I represent and warrant that I am the parent or legal guardian of that person and have the legal authority to enter into this Agreement on their behalf. By proceeding with this event registration, I agree that the terms of this Agreement shall apply equally to all Registrants.
7. Use of online registration is at my own risk, on an as is and as available basis and organiser makes no warranty that its site or services will be uninterrupted, secure or error free. I understand and agree that any material and/or data downloaded or otherwise obtained using online registration, is at my own discretion and risk.

### 2. PERSONAL DATA AND RACE PHOTOGRAPHS

1. I agree to receive periodical email and sms notifications from the organising body communicating necessary event information and arrangements.
2. I agree that my personal data may be shared with event sponsors or partners and associated events, who may communicate with me via email communication.
3. RACE PHOTOGRAPHERS are considered the property of B-Active Marketing and athletes entering our events consent to us using those Photographs for Marketing purposes.



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2021-2022 CREDIT / SUB or TRANSFER POLICY:

**NON-MEDICAL TRANSFER**

Athletes can transfer their entry to another athlete or to another event in the same series prior to pre-entries closing. An 80% credit will be pass to the new event only. The additional 20% must be paid prior to the entry being transferred. Once pre-entries have closed only an athlete to athlete transfer can be done with an admin charge of R200.00.

POP must be emailed to [support@bactive.com](mailto:support@bactive.com).

**Payment to:**

B-Active Marketing Consultants, FNB, Branch: **220426**, Acc No: **6207 452 6652**, Ref: **NAME/RACE**

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**MEDICAL ACCIDENTS:**

Athletes who suffer a medical accident or problem, have the option to either get a credit towards another event in the Series, or Substitute or transfer their entry to another person. They will be liable for an difference in entry fees.

**Transfer Policy: (Medical Accidents ONLY)**

(This is an athlete to athlete transfer only for the original event entered – NOT to another event)

- Athletes can transfer their pre-entry (ONLY) to another athlete.
- Transfers from athletes to athletes can only be done before pre-entries close. NO Transfers will be allowed after this.

**Credit Policy (Medical Accidents ONLY)** (Credit towards the next event in the Series)

- No race refunds are done for any event. (Including downgrades from Ultra to Sprint)
  - A CREDIT is only done due to medical injuries or accident. Proof of injury / Doctor's note is required.
  - Credit amounts: based on entry fee paid (excludes TSA fees)
    - 80% credit - 91 days or more prior to race date.
    - 50% credit - 61 - 30 days prior to race date
    - 30% credit - 29 days or less prior to race date
  - In order to qualify for a CREDIT, your original payment / entry confirmation and doctors note must be submitted to [mariesa@bactive.com](mailto:mariesa@bactive.com) by the applicable times / dates above.
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## Terms & Conditions

### INTRODUCTION

Welcome to our EVENT ENTRY system. If you continue to Enter the event and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern B-ACTIVE MARKETING'S relationship with you in relation to this website and event.

The term "B-ACTIVE MARKETING" or "us" or "we" refers to the users of the website. The term "you" refers to the client or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

### **SUPPLY OF GOODS AND/OR SERVICES IN TERMS OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 ("The Act")**

Insofar as this Agreement falls within the ambit of the Act, the following information is made available to you in respect of the supply of goods and/or services offered for sale, hire or exchange by way of an electronic transaction. Our contact details are set out at [/](#).

**Goods and/or Services:** The goods and/or services provided by B-ACTIVE MARKETING through the website are various services which enable you to interact with various clubs as well as to enter events. These services are offered through third parties that provide their respective services directly to you. B-ACTIVE MARKETING may provide some services directly to you.

### USE OF THE SITE

You agree to use the Site for lawful purposes only. Without derogating from the generality of the foregoing, if you should choose to access or use this Site from locations other than the Republic of South Africa, you do so at your own initiative and you are responsible for compliance with applicable local laws.

You are prohibited from posting or transmitting, by means of reviews, comments, suggestions, ideas, questions or other information through the Site, any content which is, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar,

obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind, which includes but is not limited to:

- any content that encourages conduct that would constitute a criminal offence or give rise to civil liability, or otherwise violate any applicable local, provincial, national, or international law; or
- any content that constitutes an invasion of privacy; or
- any content that is an infringement of any intellectual property right; or
- any content that contains software viruses; or
- any content that constitutes a political statement, commercial solicitation, or "Spam".

Although B-ACTIVE MARKETING does not purport to review (nor is it under any obligation to review) any submitted content, it reserves the right to remove any content from the Site where it deems such content, in its sole and absolute discretion, to be an infringement of these terms and conditions or harmful in anyway whatsoever.

Should you place on or submit to the Site any such harmful content or should you breach any clause in these Terms and Conditions, B-ACTIVE MARKETING may immediately terminate and/or suspend your access to all or parts of the Site, without any further notice to you.

You warrant that:

- you own or otherwise control all rights to any and all content that you may submit to the Site;
- any use of such content will not cause injury or harm to any person or entity; and
- you will indemnify B-ACTIVE MARKETING and/or its affiliates, directors, officers and employees, for any and all claims of whatever nature resulting from the submitted content.

By submitting reviews, comments and/or any other content (other than your personal details) to B-ACTIVE MARKETING for posting on the Site, you automatically grant B-ACTIVE MARKETING and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and license to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed for the full term of any copyright that may exist in such content. Subject to this license, you retain any and all rights that may exist in such content.

The following activities on or through the Site are expressly prohibited:

- Any non-personal or commercial use of any robot, spider, other automatic device or technology, or manual process to monitor or copy portions of the Site or the content contained thereon, without the prior written authority of B-ACTIVE MARKETING; and
- The collection or use of any listings, descriptions, and/or price lists from the Site for the benefit of a competing merchant that supplies products comparable to those offered on the Site; and
- Any use or action that imposes an unreasonable or disproportionately-large load of traffic on the Site, or otherwise interferes with the proper and timely functioning of the Site; any attempt to gain unauthorised access to the Site or its related systems or networks; accessing the Site for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose; and the reverse engineering or decompiling of the Site to: (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions or graphics of the Service; (iii) copy any ideas, features, functions or graphics of the Site.



You are responsible for maintaining the confidentiality and security of your User Name and Password for access to the Site and you accept full liability for all activities that occur on or related to the Site under your User Name. You may not:

- impersonate another User or any third party; and
- provide false information to gain access to the Site.

#### **INTELLECTUAL PROPERTY**

All content included on this web site, such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software ("the Content"), is the property of B-ACTIVE MARKETING or its content suppliers and protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on this web site is the exclusive property of B-ACTIVE MARKETING and is protected by South Africa and international copyright laws.

Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without the prior written permission of B-ACTIVE MARKETING or the copyright owner.

You may not "mirror" any content contained on the Site on any other server unless with the prior written permission of B-ACTIVE MARKETING.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Site, provided that the link does not portray B-ACTIVE MARKETING, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any B-ACTIVE MARKETING logo or any other proprietary graphic or trademark whatsoever as part of the link without the express written permission of B-ACTIVE MARKETING, its affiliates and/or content suppliers.

All trademarks are and shall remain the exclusive property of B-ACTIVE MARKETING.

The unauthorised submission, removal, modification or distribution of copyrighted or other proprietary Content is illegal and could subject you to criminal prosecution as well as to personal liability for damages.

#### **LIMITATION OF LIABILITY**

You should note that various elements of the B-ACTIVE MARKETING Service are not provided by us but instead by other companies. We are therefore unable to guarantee that such products and services or any websites accessible via the B-ACTIVE MARKETING Service are virus or error free. We therefore caution you to check all emails, attachments and files before downloading them.

Your dealings with, and interest in, promotions, services or merchants found via the B-ACTIVE MARKETING Service are solely between you and the person with whom you are dealing unless we expressly state otherwise in writing.

We, or merchants and content providers found via the B-ACTIVE MARKETING Service, may provide links to other websites or resources. We are unable to accept, and do not accept, responsibility for these websites or resources; nor have we endorsed their content, products or services merely because they are accessible via the B-ACTIVE MARKETING Service.

While we make all reasonable efforts to ensure that all information provided by us in connection with the B-ACTIVE MARKETING Service is accurate at the time of its inclusion on the Site, you acknowledge and understand that there may be errors, inaccuracies or omissions in respect of which we exclude all liability. We make no representations, guarantees or warranties of any nature whatsoever concerning the information included on our web pages (including, but not limited to, links to third parties' web pages). You shall be solely responsible for any decisions or actions you take based on the information contained on such web pages.



Information provided by B-ACTIVE MARKETING does not constitute legal or professional advice and should not be relied upon as such without taking independent advice.

While we take all reasonable steps to safeguard the security of any information you input or send to us in connection with the B-ACTIVE MARKETING Service, by using secure services and encryption technology where we deem appropriate, we accept no responsibility or liability whatsoever for any damages that you may suffer as a result of the breach of confidentiality of such information.

#### **OUR LIABILITY TO YOU**

We shall not be liable to you in contract, delict (including for negligence) or otherwise:

- for any amount in respect of any damage or loss arising from the consequences of viruses received by you via the B-ACTIVE MARKETING Service or of our failure to provide the B-ACTIVE MARKETING Service in accordance with this Agreement in excess of the amount that has been received by B-ACTIVE MARKETING from you as payment for the defective product or service provided by B-ACTIVE MARKETING, as at the date of claim; or
- for any economic losses, any indirect, special or consequential loss, loss of data, goodwill or reputation or any wasted expenditure including but not limited to losses caused by viruses.
- for any failure to perform our obligations or failure to perform our obligations properly as a result of our being prevented from doing so by an event beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment; fire; flood or storm).

Each provision of this clause 6 operates separately. If any part is held by a court to be invalid, unreasonable or inapplicable then the other parts shall be severable and shall still apply in their entirety.

#### **CHANGES, SUSPENSION, AND TERMINATION**

We may alter and/or amend the B-ACTIVE MARKETING Service at any time without giving notice to you.

We may suspend or terminate the B-ACTIVE MARKETING Service at any time without giving notice to you.

B-ACTIVE MARKETING may terminate your account at any time for any reason, including any improper use of this site or your failure to comply with this Agreement.

Such termination shall not affect any right to relief to which B-ACTIVE MARKETING may be entitled.

Upon termination of this Agreement, all rights granted to you will terminate and revert to B-ACTIVE MARKETING.

B-ACTIVE MARKETING may at any time modify the Terms and Conditions making up this Agreement and your continued use of this site will be conditioned upon the Terms and Conditions as amended and in force at the time of your use.

We accordingly advise you to read and take note of these Terms and Conditions each and every time you visit the site, as these may have been modified since your last visit.



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## **B-ACTIVE MARKETING PRIVACY AND COOKIE POLICY**

B-ACTIVE MARKETING'S online service is committed to protecting the privacy of our users. We want to provide a safe and secure user experience. We will ensure that the information you submit to us via our webpage at [www.bactivenry.com](http://www.bactivenry.com) ("The B-ACTIVE MARKETING site") remains private, and is only used for the purposes set out in this policy.

### **CONSENT**

Your use of our services signifies your consent to us collecting and using personal information about you as specified below, in accordance with this Policy. Access by our Title sponsors, Suppliers, Medical Team and Photographers and other suppliers as deemed necessary to your contact details is also given by you as part of the consent to entering our event chosen. The use of Race Photographers remain the property of B-Active Marketing and it is confirmed that you consent to us using the photo's for marketing purposes.

### **Internet-based transfers**

Given that the Internet is a global environment, using the Internet to collect and process personal data necessarily involves the transmission of data on an international basis. Therefore, by browsing this website and communicating electronically with us, you acknowledge and agree to our processing of personal data in this way.

### **Aggregate (Information about B-ACTIVE MARKETING online visitors)**

We gather information and statistics collectively about all visitors to this website. For example, areas that users access most frequently and which services users access the most. We only use such data in the aggregate form. This information helps us to determine what is most beneficial for our users and how we can continually improve our online services to create a better overall experience for our users. We may also publish some of this information on the B-ACTIVE MARKETING website.

### **Disclosing your information to third parties**

B-ACTIVE MARKETING reserves the right to access and disclose individual-identifying information to comply with applicable laws, regulations and lawful government requests, to operate its systems properly or to protect itself or its users or to solve any customer disputes. We may from time to time elect to make use of other companies to provide some of our services, and our services will then be offered through third party advertisers on our website. We may then share your personal information with these companies. These companies can and will process this information and will be obliged to keep such information confidential.

### **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the Pietermaritzburg High Court in the event of any dispute arising from this Agreement. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of this Agreement, and the remainder of the Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between you and us with regard to the use of the Site.

### **CHANGES TO OUR PRIVACY POLICY**

This privacy policy may be changed by B-ACTIVE MARKETING at any time. If we change our privacy policy in the future, we will set out those changes here, so that you will always know what personal information we gather, the purposes we might use it for and to whom we might disclose it. If, at any time, you have questions or concerns about B-ACTIVE MARKETING'S online privacy commitment, please feel free to e-mail us at [info@bactive.com](mailto:info@bactive.com)

**B-ACTIVE MARKETING CONTACT DETAILS:** Email: [info@bactive.com](mailto:info@bactive.com) Phone: 067 198 6737