

LLHM 2024 London Landmarks Half Marathon

Terms and Conditions of Entry for Charity Place Runners

Definitions

“Adjusted Event” means an Event delivered in such a way as the Event Organiser deems prudent and necessary, in response to Contagious Disease Control Requirements and/or in response to a Contagious Disease.

“Charity Partner” means the charity that the Participant has chosen to run and fundraise on behalf of in respect of the Event.

“Contagious Disease” means any actual or anticipated disease (whether currently known or not, or whether foreseeable or not) which is contagious between people.

“Contagious Disease Control Requirements” means rules and regulations provided by the UK government and/or local government that are applicable to mass participation event organisers to minimise the transmission of, and protect individuals from, any contagious diseases (whether foreseeable or not) including COVID-19 or any other public health concern (such as, but not limited to, actual or potential outbreaks of disease, epidemics or pandemics).

“COVID-19” means the global coronavirus disease which was officially designated a global pandemic by the World Health Organisation, which is commonly known as COVID-19 and which is caused by the virus named the severe acute respiratory syndrome coronavirus 2 (SAR-CoV-2).

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended;

“Entry Confirmation” means confirmation that their Online Registration Form has been successfully completed (sent via email from the Event Organiser and/or Njuko to the entrant).

“Event” means The London Landmarks Half Marathon intended to be held on 7th April 2024.

“Event Organiser” means LLHM Limited (registered number 10584979) registered address Nicholas House, 3 Laurence Pountney Hill, London, EC4R 0BB.

“iTab” means a medal insert engraved with the Participant’s name and finish time.

“London Landmarks Half Marathon Event(s)” means the closed road, central London run through the City of London and the City of Westminster that is organised by the Event Organiser.

“Online Registration Form” means the pages within the Website that must be completed by the Participant prior to participation to be entered into the Event, and if applicable other forms of entry into the Event.

“Participant” or “you” means the named person on the Online Registration Form.

“Personal Data” means the Participant’s name, delivery address, email address, phone number, race number, t-shirt size, gender, ethnicity, medical conditions, emergency contact information, age, company name, and such other information collected on the Online Registration Form, and information about your use of the Website including details of your internet protocol address, operating system, browser version, cookie details, the content viewed, duration and your navigation of our Website.

“Parties” means the Event Organiser and the Participant.

“Privacy Notice” means the privacy policy available on the Website, which sets out how the Event Organiser processes the Participant’s personal data;

“Terms and Conditions” means these participant terms and conditions, relating to the Event, as set out below.

“Tommy’s” means the registered charity Tommy’s (charity number 1060508 and SC03se9280), registered address Nicholas House, 3 Laurence Pountney Hill, London, EC4R 0BB, who is the parent company of the Event Organiser.

“Website” means www.llhm.co.uk

Entry to the Event

- 1.1 These Terms and Conditions govern entry to the Event via the Event’s charity Online Registration Form.
- 1.2 Entry to the Event shall be via the Event’s charity Online Registration Form. The Participant may only participate in the Event if they have completed the Online Registration Form.
- 1.3 The Participant shall access the Online Registration Form using the individual Participant’s log-in details, as provided by the Charity Partner after that individual has secured a place in the Event from the Charity Partner.
- 1.4 Following the successful completion of the Online Registration Form, the Participant shall receive the Entry Confirmation. If an individual does not receive an Entry Confirmation their registration has not been successful and they do not have a place in the Event.

- 1.5 Participants must complete their Online Registration Form before the closing date and time communicated by the Event Organiser.
- 1.6 If you fail to complete registration of the Online Registration Form by the specified deadline you will automatically lose your place in the Event and will no longer be able to take part in the Event.
- 1.7 It is entirely within the discretion of the Event Organiser whether to accept late entries and/or payment. There are no rights of redress for failing to comply with these Terms and Conditions.
- 1.8 Only persons who will be aged 17 years or above on 7th April 2024 may register for the Event. If you register through the Online Registration Form and the Event Organiser later finds out that you are not aged 17 years or above on the Event date, the Event Organiser reserves the right to exclude you from participation in the Event.
- 1.9 Participants shall receive an official numbered race bib in their race pack by post. Race packs will be delivered at least 3 days before the Event. If you have not received your race pack by this time please get in touch on support@llhm.co.uk to arrange to collect a replacement pack on the Event weekend.
- 1.10 The numbered race bib is personal to the Participant and the Participant undertakes and agrees (i) to wear the official numbered race bib assigned to his/her registration; (ii) not to authorise or permit any third party to use their official numbered race bib in the Event; and (iii) not to allow any third party to participate in their place in the Event. If the Participant is found to be in breach of this clause the Event Organiser reserves the right to exclude the Participant and the relevant third party from participation in the Event or future London Landmarks Half Marathon Events.

Refunds

- 2.1 Within 14 days of the Participant having completed the Online Registration Form and received the Entry Confirmation, the Participant may request to the Event Organiser that their place in the Event be cancelled and request a refund of the £3.49 postage and packaging cost. Refund requests received after the 14 day period has expired will not be processed and no refunds for the £3.49 postage and packaging cost will be given. Except as set out at clause 2.2 under no other circumstances may a Participant request a refund in respect of anything.
- 2.2 Within 28 days of purchase of a Scimitar Training T-shirt or any iTab order (if applicable) the Participant may request a refund in relation to the purchase if the Participant does not want to take part in the Event or no longer wants to proceed with a Scimitar Training T-shirt or iTab order. Except as set out at clause 3.4 under no other circumstances may a Participant request a refund.

- 2.3 To request a refund in accordance with clause 2.1 and clause 2.2 please contact the Event Organiser on support@llhm.co.uk.
- 2.4 Except as set out at clause 3.3. places cannot be deferred or transferred at any time.
- 2.5 No refunds shall be provided for any donations that are made during the registration process.

Event Change or Cancellation

- 3.1 The Event Organiser reserves the right to change the time, date, start/finish, location, route and format of the Event, to deliver an Adjusted Event and to postpone and/or cancel the Event, in whole or in part, without liability to the Participant except as set out below in this clause 3.
- 3.2 The Event Organiser shall use reasonable endeavours to notify the Participant of any changes to the Event and their participation in the Event that are required.
- 3.3 If the Event can no longer take place on the original event date and the Event is postponed to another date then the Participant's place shall automatically be transferred to the postponed Event.
- 3.4 If the Event can no longer take place on the original event date and is cancelled, or if the Event was postponed and can no longer take place on the postponed event date and the Event is cancelled, the Participant should contact their Charity Partner to understand the actions the Participant may take.
- 3.5 The Participant acknowledges and agrees that if the Event can no longer take place on the original event date, the Event Organiser may not be in a position to confirm if the Event is either cancelled or postponed. The Participant shall be informed by the Event Organiser if the Event shall be either postponed or cancelled once the Event Organiser is able to do so.

The Event

- 4.1 The Event's start and finish locations are yet to be confirmed.
- 4.2 The Event Organiser reserves the right to refuse entry to the Event (or to disqualify from the Event) any registered Participant that is not wearing their assigned official numbered race bib.
- 4.3 The race route has been officially measured by an accredited course measurer.
- 4.4 The Participant agrees to abide by the rules, instructions and regulations published and displayed in these Terms and Conditions or other documents or emails provided by the

Event Organiser from time to time or given on the day of the Event by race marshals, officials and police.

- 4.5 Running times at the Event shall be recorded digitally.
- 4.6 The Participant agrees that they are able to complete the Event within 4 hours. The Event Organiser may at any time introduce cut-off times as they see fit as part of the Event rules, being limits on the time taken to complete sections of the Event to ensure the safe and proper running of the Event. Participants may be instructed to withdraw from the Event if they are unable to complete the race in accordance with imposed cut off times for the Event as a whole or certain sections of the Event.
- 4.7 No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the Event or used by any Participant either before or during participation in the Event. The Event Organiser reserves the right to refuse attendance at, or participation in, the Event and/or any future London Landmarks Half Marathon Events by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.
- 4.8 Animals are not permitted on the course of the Event.
- 4.9 The Event Organiser strongly discourages the use of any equipment that acts as an impediment to hearing or concentration when competing. This includes, but is not limited to, mobile telephones, personal stereos and MP3 players. The Organiser accepts no responsibility for accidents or injuries which result from the Participant using such equipment during the Event.
- 4.10 Participants are not permitted to use the following items in the Event, unless the Event Organiser provides written permission for such use: roller skates; wheel barrows; bicycles; buggies; stilts; skate boards; or any other item that could potentially inhibit the flow or safety of other Participants or which the Event Organiser, in its reasonable opinion, deems may cause danger or risk to the Participant, other Participants or spectators. If the Participant is found to be in breach of this clause the Event Organiser reserves the right to exclude the Participant from participation in the Event or future London Landmarks Half Marathon Events.
- 4.11 Participants are not permitted to race in an outfit that the Event Organiser, in its sole discretion, deems unsuitable and/or dangerous to the Participant, other Participants or spectators. If the Participant is found to be in breach of this clause the Event Organiser reserves the right to exclude the Participant from participation in the Event or future London Landmarks Half Marathon Events.
- 4.12 Entries from participants who use a wheelchair ("**Wheelchair Participants**") are welcome. Wheelchair Participants are only permitted to participate using a rigid manual powered day chair and we strongly advise that a support runner accompanies

each Wheelchair Participant. Handcycles, racing wheelchairs or motorised wheelchairs are strictly not permitted. By entering into the Event as a Wheelchair Participant, your support runner shall be allocated one (1) free entry place to the Event, subject to the support runner also entering into the Event and accepting these Terms and Conditions. In accordance with the Event Organiser's health and safety obligations, wheelchair participants will start in a designated "wheelchair wave" at the beginning of the race. The Event Organiser may need to limit the number of Wheelchair Participants taking part in the Event and such decision will be made at its sole discretion taking into account any health and safety advice and procedures. Wheelchair Participants may be required to provide certain information and to act in accordance with specific instructions and advice in order for them and other Participants to participate in a safe manner. These Terms and Conditions apply equally to all Participants and Wheelchair Participants.

- 4.13 Entries from blind or visually impaired runners are welcome. Guide dogs are not permitted on the course. All blind or visually impaired runners must be accompanied by a supporting runner, whose place will be offered free of charge. The Event Organiser strongly advises that such Participant and his/her guide should be appropriately identified and must be linked together in a safe way.
- 4.14 The Event Organiser reserves the right, in its sole discretion, to refuse to allow Participants to take part or continue participation in the Event, should Participants be deemed to behave inappropriately or give cause for concern that continued participation may cause offence or injury to the Participant, other Participants, spectators or other third parties. This includes the wearing of any clothing or visual messages that may cause offence to any person.
- 4.15 Only Participants who finish the Event will be entitled to one finisher's medal.

An Adjusted Event

- 5.1 The Event Organiser reserves the right to deliver an Adjusted Event, in whole or in part, without liability to the Participant except as set out at clause 3 if in the Event Organiser's opinion changes to the Event are required to minimise the transmission of, and protect the Participants from, any Contagious Disease or public health concern.
- 5.2 If it is necessary to reduce the number of Event participants (for example, due to social distancing needs), the Event Organiser will use reasonable endeavours to notify affected participants as soon as practicable and offer alternative options.
- 5.3 If the Event Organiser organises an Adjusted Event or if the Event takes place while Contagious Disease Affected Controls are in place, then the Participant agrees to comply with the following:
 - a. abide by all rules, regulations and guidance provided by the UK government and/or local government that are in place to minimise the transmission of, and protect individuals

from, any Contagious Disease or public health concern, including without limitation any requirement to socially distance from other people, to wear a mask and to wash hands regularly;

- b. abide by all instructions and guidance issued by the Event Organiser or their representatives either prior to the Event or on Event day to minimise the transmission of, and protect individuals from, any Contagious Disease or public health concern;

5.4 All Participants agree that if they or anyone within their household are or have recently been experiencing any symptoms of COVID-19 or any other Contagious Disease prior to the Event, they shall act in line with any and all national or local government guidelines and/or such other requirements as are specified by the Event Organiser from time to time, including where such guidelines or requirements are that the Participant shall not attend the Event.

5.5 All Participants agree that they shall at all times ensure their details, in particular their name and contact details, are kept up-to-date on the Online Registration Form so that the Event Organiser may contact them if necessary in line with any protocols that may be in place as a result of COVID-19 or any other Contagious Disease.

5.6 The Event Organiser reserves the right, in its sole discretion, to refuse to allow Participants to take part, to continue to participate in or to disqualify from the Event any Participant deemed to have or to be in breach of clauses 5.3 or 5.4

5.7 Unless any of the situations as set out in clause 3 apply, Participants who are unable to attend the Event are not entitled to a refund of their Fee. Nothing in these terms and conditions affects your statutory rights.

Participant Declaration

6.1 The Participant agrees to be bound by these Terms and Conditions. If the Participant does not agree to these Terms and Conditions, they may not enter the Event. The Event Organiser reserves the right to change the Terms and Conditions from time to time prior to the Event. These Terms and Conditions were last updated in June 2023. The Participant agrees to be bound by any such modification to these Terms and Conditions.

6.2 The Participant acknowledges that participation in and training for the Event involves potentially dangerous physical activity and carries with it inherent risks and dangers which cannot be eliminated completely, which, without prejudice to the generality of this clause 6.2, may include accidents, personal injury (ranging from minor discomfort to catastrophic injuries and death) and loss or damage to property due to falls, obstacles, contact with other Participants, the acts and/or omissions of other Participants, the effects of weather, traffic conditions and the conditions of any road. By completing and submitting the Online Registration Form, the Participant confirms that, to the best of their knowledge, they are healthy and fit to run (or, if a Wheelchair Participant, they are healthy and fit to operate a wheelchair for the duration of the

Event), they understand and have considered and evaluated the nature, scope and extent of the risks involved (including, without limitation, those risks listed above), and have voluntarily and freely chosen to assume all risks associated with training for and participating in the Event (except where any such personal and bodily injury, including death, is caused by the negligence of the Event Organiser).

- 6.3 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 attendance at, and/or participation in the Event by each Participant. The Participant is advised to obtain such insurance themselves if required.
- 6.4 Subject to clause 6.5, the Event Organiser shall take all reasonable steps to assess the safety and suitability of the course prior to the Event. The Event Organiser shall also arrange for the availability of an appropriate number of first aid and medical personnel according to the nature of the Event. The Participant hereby authorises such medical personnel (both on-site or on-call) to administer first aid treatment or any medical treatment to the Participant or to transport the Participant in the event of any illness, accident or injury suffered by the Participant in connection with his/her participation in and/or attendance at the Event, but the Event Organiser shall not be liable for such treatment or transportation by such third party. The Participant shall be responsible for any medical or transport expenses specifically incurred in connection with any illness, accident or injury sustained or occurring in connection with participation in and/or attendance at the Event.
- 6.5 Subject to clause 7.3, the Participant acknowledges and agrees that the Participant shall indemnify and hold harmless the Event Organiser from and against all liabilities, claims, actions, proceedings, losses, damages, costs or expenses suffered or incurred by the Event Organiser (including legal and professional fees and those paid to the Participant's insurers) arising in connection with any act or omission of the Participant or any accident, loss, damage or injury (including death) arising out of the Participant's attendance at, participation in, or training for the Event.
- 6.6 These Terms and Conditions are personal to the Participant and the Participant acknowledges and agrees that it may not assign any of its rights or obligations. The Participant represents and warrants that their place is for personal use only, that their place in the Event cannot be donated free of charge or otherwise given away for free and that their place in the Event is not purchased as part of any form of business or commercial activity (except as agreed to in advance by the Event Organiser). The Participant's place may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotion or used as a prize.

Liability

- 7.1 Subject to clause 7.3, the Event Organiser shall not be liable for any of the following:

- a) 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 receipt by the Event Organiser of an Online Registration Form and/or payment of the Fee;
- b) damage to, or loss of, the official numbered race bib. In the event the race bib is lost or damaged please contact the Event Organiser on support@llhm.co.uk; or
- c) any losses the Participant suffers as a result of the Event Organiser's breach of these Terms and Conditions. For the avoidance of doubt, the Event Organiser shall not be liable to the Participant in contract, tort (including, without limitation, negligence) or otherwise in connection with the Event for loss of revenues, profits, contracts, business or anticipated savings or loss of data; goodwill or reputation; or any special or indirect or consequential losses.

7.2 If at any time it is discovered that any Participant should have been ineligible to participate in the Event (or if participation in the Event should have been refused for any reason whatsoever) the Event Organiser reserves the right to disqualify from/refuse entry to such Participant to the Event. Further, the Event Organiser reserves the right to reject at any time any Online Registration Form which is believed to be fraudulent or to disqualify any Participant believed to have not complied with the Terms and Conditions from attending, or participating in any future London Landmarks Half Marathon Events. The Event Organiser shall not be liable in any way to the Participant as a result of any such disqualification or refusal.

7.3 Nothing in the Terms and Conditions shall affect the Event Organiser's liability:

- a) for death or personal injury resulting from the negligence of the Event Organiser or a deliberate act or omission of the Event Organiser, its employees or agents;
- b) for breach of statutory duty;
- c) for fraudulent misrepresentation; or
- d) to the extent that liability cannot be excluded or limited by law.

How We Use Personal Data

8.1 For the purposes of the Data Protection Laws the controller of any personal data processed under these Terms and Conditions is the Event Organiser. The Event Organiser is a wholly owned subsidiary company of Tommy's, a registered charity in England and Wales with registered charity number 1060508. LLHM Limited has been set up by Tommy's to run and manage the Event.

- 8.2 The Event Organiser takes its responsibilities under the Data Protection Laws seriously and will only process your Personal Data in accordance with its obligations under the Data Protection Laws. More information about how the Event Organiser processes personal data is set out in its Privacy Notice, which is available on the Website or through this link <https://www.llhm.co.uk/privacy-policy>. You may contact the Event Organiser about the processing of any Personal Data by emailing support@llhm.co.uk.
- 8.3 The Event Organiser will only process your Personal Data in order to provide services in relation to the Event or where you have given us your consent to stay in touch with you. Consequently, it may be necessary for the Event Organiser to share your Personal Data with third parties (such as in the administration and organisation of the Event and future London Landmarks Half Marathon Events). For example, the Event Organiser has partnered with Njuko, a business which provides the Online Registration Form. More information about who the Event Organiser shares personal data with is set out in the Privacy Notice.
- 8.4 Some recipients of your Personal Data may be located outside of the UK or the EEA. Where the Event Organiser transfers Personal Data to any third party outside of the UK or the EEA, the Event Organiser will ensure that your personal data is subject to appropriate protection in accordance with the Data Protection Laws. More information about international transfers of personal data is set out in the Privacy Notice.
- 8.5 The Participant consents to the Event Organiser, and any of its third parties involved in the Event, having the right and licence to interview and/or photograph and/or film the Participants at the Event (or before or subsequent to the Event as the Event Organiser may reasonably require) and to use such interviews, photographs and filming, the Participant's name, likeness and image, voice, video and film portrayals and other means of identification of the Participant, and any biographical or other information or data related to the Participant (including race times and results) in all current and future media, in any form, anywhere in the world in connection with the production, advertisement, marketing or promotion of the Event Organiser, the Event and any subsequent London Landmarks Half Marathon Events in the future.
- 8.6 The Participant consents to the Event Organiser having the right to publish the Participant's race times, which shall include the Participant's name, finish time and photos linked to their chip timing on the Website.
- 8.7 The Participant consents to the Event Organiser sending the Participant information about and in relation to the Event, both before and after the Event. For the avoidance of doubt this Event information may include the Participant start time and wave colour.
- 8.8 The Event information referred to in clause 8.7 may include information from the Event sponsors and partners whose financial contributions to the event help subsidise the entry cost and provide valuable benefits to the Event participants. All Event information provided in accordance with clause 8.7 shall be communicated by the Event Organiser

who will not share the Participant's data with Event sponsors or partners. The Event Organiser will only share the Participant's data with Event sponsors and partners where the Participant has actively consented to being contacted by the Event sponsors and partners.

- 8.9 Clauses 8.5 - 8.8 are conditions of entry into the Event. Please see paragraph 10 (Consent and Legitimate Interest) of the Privacy Notice for further information.
- 8.10 To opt-out of receiving any communications from a third party, you will need to contact the applicable third party. The Event Organiser is not responsible for the communications or the content of any communications you receive from any such third party.
- 8.11 The Event Organiser takes the health of all participants taking part in the Event extremely seriously and where it is considered necessary in order to protect the vital interests of the Participant, may:
- a) use any medical information supplied to treat or otherwise assist the Participant as a result of illness or injury at the Event;
 - b) provide the Participant's medical information to any Event medical provider, or any doctor or hospital for the purpose of providing the Participant with treatment; and
 - c) use any emergency contact information provided by the Participant to inform the emergency contact of any incident at the Event. More information about the ways in which the Event Organiser processes personal data is set out in the Privacy Notice.
- 8.12 The Participant will inform the Event Organiser of any changes to the information supplied in their original Online Registration Form and particularly any changes concerning a medical condition and/or contact details.
- 8.13 The Event Organiser acknowledges that the Participant has specific rights under the Data Protection Laws such as the right of the Participant to obtain a copy of his or her personal data which is held by the Event Organiser or the right of the Participant to have personal data deleted in certain circumstances. If you wish to exercise any your rights under the Data Protection Laws please contact the Data Protection Officer, Rachel Hodson, in writing at: support@llhm.co.uk or the Event Director, Lia Fyles, at LLHM Ltd, Nicholas House, 3 Laurence Pountney Hill, London, EC4R 0BB. More information about your rights under the Data Protection Laws is set out in the Privacy Notice.

General Provisions

- 9.1 If any provision in the 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.

- 9.2 These Terms and Conditions shall be subject to the laws of England and the Parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.
- 9.3 A person who is not a party to the Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.
- 9.4 The Participant may not assign transfer or deal in any other manner with these Terms and Conditions or any of its rights under it without the prior written consent of the Event Organiser. The Event Organiser may assign or transfer its rights and obligations under these Terms and Conditions without the consent of the Participant.
- 9.5 These Terms and Conditions and the documents referred to herein constitute the entire agreement and understanding between the Parties and supersede any previous agreement between the Parties relating to the subject matter herein. The Participant acknowledges that it has not, in entering into these Terms and Conditions, relied on any statement, representation or assurance that is not expressly set out in these Terms and Conditions or any document referred to herein.