

Marco Polo Challenge

Terms & Conditions

Definitions

“**Conditions**” means these terms and conditions of entry for the Event.

“**Dual Discipline Event**” means any two of the three Olympic triathlon disciplines.

“**Entry Form**” means the pages which must be completed in order to participate in the Event.

“**Event**” means the event named on the Entry Form.

“**Entry Fee**” means the price of entry into the Event as set out in the Entry Form.

“**Event Information**” means information provided by the Event Organiser in relation to the Event.

“**Event Organiser**” means Marco Polo Challenge association (including the Triathlon Klub Split, Lesic Dimitri and the Town of Korcula).

“**Open Water Day**” means a training day notified by the Event Organiser for Participants to practice swimming in open water.

“**Participant**” means the person named on the Entry Form who will be participating in the Event.

1. Acceptance of Conditions

These Conditions shall apply in place of and prevail over any terms or conditions (whether or not in conflict or inconsistent with these Conditions) contained or referred to in any documentation submitted by the Participant or in correspondence or elsewhere or implied by trade custom, practice or course of dealing. A variation of these Conditions is only valid if the Event Organiser gives notice to the Participant in writing in any official Event material or correspondence prior to the Event (including via email). The Participant shall be deemed to have accepted these Conditions upon completion of the Entry Form or in the case of Charity Participants, by completion of entry forms provided by their designated Charity. All references to Participants shall include Charity Participants unless expressly stated otherwise.

2. Participation

2.1 The Participant acknowledges that participation in the Event is physically strenuous. It is acknowledged that participation in the Event will be physically demanding and the Participant is aware of the nature of the Event and associated medical and physical risks involved.

2.2 The Participant agrees that he/she is physically capable of competing in the Event and agrees to be solely responsible for his/her actions and the Event Organiser, its officers, employees, agents, affiliates, associated companies, sponsors or medical advisers are not responsible for any injury or illness that the Participant may suffer as a result of his/her participation in the Event (unless caused due to the negligence of the Event Organiser). The Participant accepts that should any medical or physical condition arise prior to the Event which is likely to affect his/her ability to compete, the Participant will withdraw in accordance with these Conditions. The Participant acknowledges the exclusion of liability and indemnity provided in clause 5 of these Conditions.

2.3 The Participant agrees to abide by all applicable rules and regulations of the relevant sporting governing bodies that oversee the Event including the Triathlon Klub Split and the Hrvatski Triatlon Savez (HTS). The Participant shall not be entitled to a refund of the Event Fees if he or she is disqualified from the Event as a result of an infringement of these Conditions or any such rules and regulations. The Event Organiser is also entitled to impose Event rules upon the Participant from time to time which will form part of these Conditions. The relevant rules and regulations for triathlon Events may be obtained from the event website www.tksplit.com

2.4 The Participant must complete the registration process (including if required to rack their bike) at the times and on the day as instructed by the Event Information, which will be issued by the Event Organiser before the Event.

2.5 It is the Participant's responsibility to provide and use a roadworthy bicycle, helmet, or other safety requirements to ensure compliance with HTS rules and regulations. If required the Participant will supply their bike for inspection.

2.6 The Event Organiser may 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 (as initiated by the Event Organiser at its discretion) to ensure the safe and proper running of the Event. Subsequently, competitors may be instructed to withdraw from the race in accordance with imposed cut off times.

2.7 Depending on the temperature of the sea, swimming wetsuits may be compulsory. It is the Participant's responsibility to provide and use a wetsuit which complies with HTS rules and regulations. If Sea temperatures dictate the requirement for a wetsuit, Participants without a wetsuit will not be allowed to compete and will not be refunded their Entry Fee.

2.8 The Event Organiser reserves the right at any time to remove Participants from the Event or prevent Participants participating in the Event if in the Event Organiser's sole discretion, it considers such action necessary for safety reasons or the proper enjoyment of the Event by other Participants or for any other reasonable reason. No refund of the Event Fee shall be made if the Participant has acted negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the Event or other participants, so as to cause his/her removal.

2.9 At registration, the Participant must produce appropriate photographic personal identification acceptable to the Event Organiser (such as drivers licence or passport), and HTS members must produce their HTS membership card where requested by the Event Organiser.

2.10 While the Event Organiser takes every care with the staging of the Event, the Participant acknowledges that personal accident and personal items insurance is his or her sole responsibility.

2.11 Team entries must provide confirmation of full details of all team members in writing a minimum of 2 weeks prior to the Event.

2.12 All decisions and rulings by the Event Organiser, its employees and its agents are considered final. Accordingly, the Participant will comply with all Event rules and all instructions and guidelines given by stewards, marshals, and safety personnel. The Participant acknowledges and agrees that the Event Organiser will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation of the Event, the rules of the Event, the timings/finish times and the placings.

2.13 These Conditions are personal to the Participant and it may not assign any of its rights or obligations under this Agreement without the prior written consent of the Event Organiser. The Participant represents and warrants that the Entry is purchased for personal use only, that it cannot be donated free of charge or otherwise given away for free, and that it is not purchased as part of any form of business or commercial activity (save as expressly authorised by the Event Organiser), and in particular, that the Entry may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotion use as a prize (including in competitions and sweepstakes), travel packages, or for any other trade purposes. Donation, give away, resale or attempted resale is grounds for seizure or cancellation without refund or other compensation.

2.14 The Participant acknowledges and accepts that circumstances concerning an Event may change from time to time for reasons out of the Event Organiser's reasonable control or otherwise, without the Event Organiser incurring any liability and without any rights to withdrawal being accrued by the Participant other than set out in clause 4 below. By way of example, and for illustration purposes only, car parking arrangements, rules regarding wet suits, and issues with hotels, may arise/change but such changes/issues will not allow the Participant to withdraw and nor will the Event Organiser be deemed liable except as otherwise set out herein.

3. Bookings and Payments

3.1 In consideration for being granted the right to participate, the Participant must pay the Entry Fee by no later than the closing date set out on the Entry Form.

3.2 The Participant shall complete the Entry Form online and submit it together with payment of the Entry Fee online in accordance with the Event Organisers' website.

3.3 The Participant shall not be eligible or entitled to participate in the Event until full payment of the Entry Fee has been received by the Event Organiser. No payment shall be deemed to have been received until the Event Organiser has received cleared funds.

4. Withdrawal, Cancellations or Alterations

4.1 For all Participants, the Event Organiser operates a 7 day cooling off period. Accordingly, the Participant is entitled to cancel his/her application to participate provided the Event Organiser receives written notice of cancellation within 7 days of payment of the Event Fee (payment being deemed made for the purposes of this clause 4.2 by clicking on the make payment link on the secure payment webpage). During this 7 day period the Participant is able to cancel its entry and receive a full refund of the Event Fee by emailing info@mpc.korcula.hr writing to the Event Organiser, MPC2012 Lesic Dimitri, Don Pavla Pose 1-6, 20260 Korcula, Croatia. The notice must be received before the end of the 7 day cooling off period.

4.2 The Event Organiser reserves the right to alter the start time of the Event. In the event of a change of start time the Participants will be notified of the revised start time with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in start time for an Event provided the Event takes place on the specified date of the Event.

4.3 The Event Organiser reserves the right to change the date of the Event. In the event of such change of date of the Event, and the Participant is unable to attend on the revised date, he/she has 14 days to inform the Event Organiser in writing from when the change in date is announced to receive a refund of their Entry Fee.

4.4 The Participant acknowledges that reservation of the place has an affect on logistics and the subscription for the Event. Accordingly, subject to clauses 4.2 and 4.4 above, the Participant may only withdraw from the Event at any time, subject to the following:

4.5.1 If the Participant withdraws from the Event 60 days or more before the Event he/she will receive no refund but upon request the Event Organiser will provide the Participant with a place free of charge in the same Event the following year, provided such event takes place. The Participant must notify the Event Organiser of their intent to take up the place and must also complete the online entry process no later than 60 days prior to the following year's Event to secure their place. The Participant shall only be entitled to roll entry over once and it must be for the following year.

4.5.2 If a Participant pulls out of the Event between 59 days and 8 days before the Event he/she will receive no refund from the Event Organiser but upon request the Event Organiser will reserve the Participant's entry for the Event which it proposes to run the following year subject to the Participant completing an entry form and paying the applicable entry fee for such event within the stipulated time limits for such event. The Participant must notify the Event Organiser of their intent to take up the place no later than 60 days prior to the following year's Event or within the stipulated time limits for such event, whichever is earlier.

4.5.3 If the Participant pulls out of the Event with 7 days or less to the Event or if the Participant fails to register for the Event he/she will receive no refund or reserved entry for any future race or event.

4.6 No Participant shall be entitled to change the race category further to submitting the Entry Form.

4.7 Notice of withdrawal from the Event must be communicated by emailing info@mpc.korcula.hr stating clearly your desire to withdraw and putting the word WITHDRAWAL in subject line of the email, or by writing to the Event Organiser at MPC2012, Lesic Dimitri, Don Pavla Pose 1-6, 20260 Korcula, Croatia. Withdrawals WILL NOT be accepted by telephone. Date of receipt of notice will dictate whether or not a free or guaranteed place is offered for the following year in accordance with this clause 4.

4.8 In the event the Event Organiser withdraws the offer of a place to the Participant in the Event for any reason at any time it will provide the Participant with a full refund of the Event Fee, with no further liability whatsoever arising from such withdrawal. Notwithstanding this clause 4.10 no refund shall be made where otherwise set out herein (including (but not limited to) for the avoidance of doubt clauses 2.3, 2.8 and 2.14).

4.9 The Event Organiser reserves the right to amend the Event format at their sole discretion (such as by way of illustration from a Triathlon to a Dual Discipline Event or other suitable race format) or cancel the Event due to circumstances beyond its reasonable control or for any safety related reason. In the event of the Event being cancelled it shall provide the Participant with a full refund with no further liability whatsoever arising from such cancellation. If the event is changed to a Dual Discipline Event or other format the Participant will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format.

5. Event Organiser Responsibilities/Liability

5.1 Notwithstanding anything in these Conditions the Event Organiser shall not be liable to the Participant for any liability in contract, tort (including negligence) or otherwise for any loss of business, revenue or profits, anticipated savings or wasted expenditure, loss or damage of or to personal equipment belonging to the Participant or any indirect or consequential loss or damage whatsoever (notwithstanding that such loss was within the contemplation of the parties at the date of submitting the Entry Form) arising out of the Participant taking part in the Event or any other matter arising under these Conditions nor for an aggregate amount greater than the Event Fee paid by the Participant. Without limiting the foregoing, the Event Organiser will not be liable for any actions of any spectators or other third parties unless otherwise set out herein.

5.2 Accordingly the Participant hereby expressly and irrevocably renounces, for him/herself, heirs and successors in title the right to any recourse or claims whatsoever against the Event Organiser, its officers, employees, suppliers and/or sponsors and/or persons for whom it is answerable ("Associated Parties") as a result of any kind of physical, mental or other loss or damage of whatsoever nature (including any loss of earnings, profits, or pain and suffering) suffered by the Participant, directly or indirectly, or by his/her family or by any dependents and caused by an event in any way relating to the Participant' s participation in Event, and the Participant hereby undertakes, for him/herself, heirs and successors in title to indemnify and hold harmless the Event Organiser, and the Associated Parties for any costs and/or amount, which they or any of them may be required to pay as a result of any aforesaid recourse or claim by whomsoever made. The Participant also agrees to indemnify the Event Organiser and the Associated Parties for any claim, actions, liabilities or losses resulting from any breach of the Participant' s declarations above and/or the Participant' s negligent acts or omissions and/or willful misconduct.

5.3 Nothing in these Conditions shall exclude or limit the liability of the Event Organiser:

5.3.1 for death or personal injury caused by the Event Organiser' s negligence;

5.3.2 for fraud or fraudulent misrepresentation; or

5.3.3 for any matter which it would be illegal for the Event Organiser to exclude or attempt to exclude liability.

5.4 This clause 5 shall be read and construed and shall have effect subject to any limitation imposed by any applicable law.

6. Publicity and Results

6.1 The Participant irrevocably consents to:

6.1.1 his/her appearance in the Event being filmed, recorded, incorporated and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature by all means and in all media and formats now or invented after the date of these Conditions; and

6.1.2 the use and reproduction of the Participant's name, likeness, appearance and photographs, films and recordings by all means and in all media for the purpose of advertising, publicity and otherwise in relation to the exploitation of the Event (and future events) and/or the promotion of the Event (and future events) and the commercial rights relating to the Event (and future events) provided that such use does not imply direct endorsement by the Participant of any official sponsor or supplier of the Event.

6.2 Any film, photographs (by camera or mobile phone), or any other recording of moving or still picture, and all intellectual property in connection therewith (including but not limited to copyright) shall remain the property of the Event Organiser, and where such intellectual property does not automatically vest in the Event Organiser, these Conditions shall constitute a legally binding assignment thereof and/or the Participant shall sign all reasonable documentation required to give affect thereto. Accordingly any such recording shall not be used other than for private use without the Event Organiser's prior written consent.

6.3 The Event Organiser will use best endeavours to provide an Event finish time for the Participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.

7. General

7.1 These Conditions (and the documents referred to therein) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The Participant acknowledges and agrees that in submitting the Entry Form (and the documents referred to therein) it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to these Conditions or not) other than as expressly set out in these Conditions.

7.2 Nothing in these Conditions shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

7.3 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

7.4 To the extent permitted by law all provisions of these Conditions shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision with the remaining provisions if necessary, being so amended as shall be necessary to give effect to the spirit of these Conditions so far as possible.

7.5 These Conditions shall be interpreted in accordance with the laws of Croatia and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the Croatian Courts.