

Wheels for Change 2018: Terms & Conditions

Wheels for Change 2018 Terms and Conditions (the “Terms and Conditions”):

The Wheels for Change Cycling Series is owned and promoted by Barclays Services Limited (“Barclays”), 1 Churchill Place, E14 5HP. Wheels for Change is organising a one day cycling challenge due to take place on 7 September 2018, departing from London (the “Event”).

Entry to the Event is strictly limited to current employees of Barclays and current employees of Event sponsors. There is an entry fee of thirty-five pounds (£35) for those participants in the Event. The Event is organised on behalf of Barclays by Classic Challenge, Pearl House, 1st Floor, 746 Finchley Road, London, NW11 7TH (the “Event Organiser”).

Participants must access the website for the Event (www.wheelsforchange.com) (the “Event Website”) and use the online registration system (the “Online Entry Portal”) in order to register; and to reserve their place on the Event. As part of the registration process all participants need to read and accept these Terms and Conditions and the Active Agreement and Liability Waiver and medical declaration included within the Online Entry Portal. In the event and to the extent of any inconsistency between the Terms and Conditions and the Active Agreement and Liability Waiver, the Terms and Conditions will apply.

Upon registration each participant must pay a £35 entrance fee. **This fee is non-refundable.** In addition, by the date of the Event each participant pledges to raise at least £250 via JustGiving, for The Prince’s Trust, registered charity: England & Wales 1079675 and Scotland SC041198 (the “Charity Funds”). By submitting my entry electronically on the Online Entry Portal, I hereby declare that:

1. I understand I am entering the Event; and I hereby agree to comply with any rules (the “Event Rules”) stipulated by the Event Organiser and as published, and updated from time to time, on the Event Website.
2. I am a current employee of Barclays or a current employee of an Event sponsor.
3. I understand that it is my responsibility to understand and abide by the Event Rules before, during and after the relevant Event; and I agree that the decision of the Event Organiser will be binding and final in all circumstances.
4. I will be at least 18 years old on the date I register for the Event and I acknowledge that entry to the Event is personal to me and that I may not exchange it with or sell it to or transfer it to any other person.
5. I shall complete my entry and submit it by 5pm, Friday 24 August 2018. If either of these conditions is not fulfilled then my entry may not be valid or accepted, and I will not be eligible to take part in the Event.
6. I agree to conduct myself in a professional and cautious manner during my participation in the Event and understand that I may be disqualified from the Event if I do not do so. I accept that, in relation to my participation in the Event, the function of relevant signage is only to indicate direction and that I must decide if the movement is safe.
7. I understand and agree that I participate in the Event entirely at my own risk, that I must rely on my own ability in dealing with all hazards, and that I must conduct myself in a manner that is safe for myself and all others throughout the duration of the Event.
8. During my participation in the Event I will cycle with care and attention and will abide by the Event Rules, the UK Highway Code and any other rules stipulated by the Event Organiser.
9. I acknowledge that participation in the Event is physically strenuous and demanding. I am aware of the nature of the Event and associated medical and physical risks involved. I further certify that I am physically capable of participating in the Event and am capable of completing the Event within the cut off time (as decided by the Event Organiser). I will only participate in the Event if I am fit enough to do so.
10. I acknowledge that food products given out on the day of the Event may contain or have traces of nuts and nut oils or may have been made alongside other products containing nuts. Barclays, the Event Organiser, or any Event sponsor cannot be held responsible for any issues resulting from food allergies.
11. I accept full liability and responsibility for any medical expenses incurred as a result of training for and/or participating in the Event.
12. I accept that Barclays, the Event Organiser, Event sponsors, organisers, officials, medical advisers and any person involved in the organisation of the Event are not liable for any injury or illness that I may suffer as a result of my participation in the Event, whether prior to, during or subsequent to the Event.
13. Whilst the Event Organiser takes every care with the staging of the Event, I accept that I must make all reasonable precautions for the safeguarding of my person and of my property during my participation in the Event. I further acknowledge that personal accident and personal items insurance is my responsibility.

14. I accept that it is my responsibility to provide and use a suitable roadworthy bicycle and helmet. The Event Organiser's decision is final as to whether the bicycle and helmet are suitable.
15. I accept that the Event Organiser reserves the right to amend the Event format or cancel the Event due to health and safety reasons, including storm, rain, inclement weather, winds or any other act of god conditions. Any change to the Event will be communicated to participants at the Event or sooner if practicable.
16. I understand that my personal details (any information I submit onto the Online Entry Portal or otherwise collected during the Events, including but not limited to name, date of birth, contact details, and finishing time) ("Personal Information") will be processed by Barclays, the Event Organiser and any of their agents for the purposes described and in the manner set out in these Terms and Conditions. I acknowledge that Barclays, the Event Organiser and any of their agents may process Personal Information for the purposes of enabling me to join the Event as well as for identification, registration, administration, security and verification purposes I understand that Personal Information (limited to name, finishing time, and finishing position) may appear on the public list of participants and result lists for the Event.
17. I am aware that by registering for the Event I will receive a number of welfare emails which will include training information and latest updates on the Event. I acknowledge that my Personal Information will also be used to keep me informed and up-to-date on future Wheels for Change cycling events and the Event Organiser may also use my address and telephone details to keep me updated on the work The Prince's Trust does and how I can support them. However, if I do not want to receive information in relation to future events or The Prince's Trust's work, I can opt-out at any time by emailing WheelsforChange@barclays.com. I am aware that I am entitled to ask for a copy of the information held about me, in accordance with applicable laws and policies by emailing WheelsforChange@barclays.com.
18. I acknowledge that as part of my registration my Personal Information will be passed to JustGiving for the purposes of setting up my fundraising page.
19. All decisions and rulings by the Event Organiser, its employees and its agents are considered final. 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 Event in accordance with imposed cut off times. The Event Organiser reserves the right to remove participants from the Event, or prevent participants joining 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 any applicable Event Fee shall be made to participants in these circumstances.
20. The Event Organiser shall use reasonable endeavours to provide an event finish time for the Event, however it, Barclays, or any Event sponsor cannot be held responsible for any computer result anomalies or any technical malfunctions.
21. I understand and agree the Event Organiser will email all communications including newsletters and other relevant Event information to the email addresses provided by me on my entry. The Event Organiser and Barclays shall not be held responsible for any computer malfunctions or other technical anomalies that may occur in the process of sending out such email communications that may lead to failure of receipt by me. To ensure receipt of all Event information, it is my sole responsibility to ensure I provide the Event Organiser with the correct email address and postal address and to inform the Event Organiser of any changes to these prior to the Event within the time limits specified in these Terms and Conditions.
22. If the event is cancelled, I agree to send all my sponsorship money to The Prince's Trust.
23. I accept that all correspondence and enquiries about the Event shall be directed to WheelsforChange@barclays.com.
24. I accept that the copyright and all other rights in Wheels for Change, including the Event Website, or other information provided to me, remains under the ownership of Barclays or by the person who licenses it to Barclays (if applicable). I acknowledge that I must use the Event Website and information provided to me exclusively in connection with my participation in the Event. I will obtain no rights, title or interest in any such materials or intellectual property rights relating to them.
25. I accept that Barclays can make changes to these Terms and Conditions at any time without prior notice to you by updating them on the Event Website. I acknowledge that Barclays will tell me of any changes to my disadvantage by email or through the Event Website.

Limitation of Liability – your attention is particularly drawn to this section
I acknowledge and accept that:

26. Barclays and the Event Organiser shall have no liability in respect of any loss or damage suffered by any Participant and arising out of or in connection with these Terms and Conditions. Without limiting the foregoing, Barclays, the Event Organiser, or any Event sponsor will not be liable for any actions of any spectators or other third parties unless otherwise set out herein.
27. Subject to clause 28, Barclays, the Event Organiser, or any Event sponsor shall not be liable for losses that result from failure to comply with these Terms and Conditions that fall into the following categories (even if such losses result from deliberate breach): (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits; (iv) loss of anticipated savings; (v) loss of data; or (vi) waste of management or office time.
28. Nothing in these Terms and Conditions excludes or limits Barclays, the Event Organiser, or any Event sponsor's liability for (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) for any matter which it would be illegal for Barclays, the Event Organiser, or any Event sponsor to exclude or attempt to exclude liability.
29. Barclays and the Event Organiser will not be responsible or liable for any claim by a participant following receipt of goods or services provided by an Event sponsor prior to, during, or after the Event.
30. These Terms and Conditions (and the documents referred to in them) constitute the entire agreement and understanding between the participant, Barclays and the Event Organiser and supersede any previous agreement between them relating to the Event. The participant acknowledges and agrees that in submitting their entry electronically on the Online Entry Portal he/she 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 this agreement or not) other than as expressly set out in these Terms and Conditions.
31. To the extent permitted by law, all provisions of these Terms and Conditions shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision.
32. Neither Barclays nor the Event Organiser will be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms and Conditions that is caused by events outside our reasonable control ("Force Majeure Event").
33. A person who is not party to these Terms and Conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
34. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction.