

**VIC FALLS MARATHON 2024**  
**INDEMNITY & EVENT TERMS AND CONDITIONS**

Please read these General Conditions of Entry before applying to enter the Vic Falls Marathon – they contain important information about Your safety and well-being.

This registration is based on the event details stated on the website and set out below, relating to the Victoria Falls Marathon 2024 Event. I confirm having read and fully understood and accepted the terms and conditions of this contract as more fully set out below.

I declare that I am eligible to compete as defined by Vic Falls Marathon, under the World Athletics & ZAAA (Zimbabwe Amateur Athletics Association) rules. In acknowledging this booking application to take part in the event, I hereby indemnify and hold harmless Victoria Falls Marathon, Wild Frontiers & Adventure Zone, the sponsors and their employees and agents from all losses and injuries sustained by me at the Event. Furthermore, I confirm that I am competent and/or authorized to sign this registration form and agree to the terms and conditions hereto.

Entrants and participants in the 2024 Victoria Falls Marathon, being held on Sunday 7 July, in Zimbabwe. The Marathon (42.195km), Half Marathon (21.0975km), Relay race (approx. 10.5km x 2), and 7.5km (approx.) Fun Run, acknowledge that although all precautions have been taken by the organising body (The Victoria Falls Marathon and its' affiliates and associates) to ensure the safety of all participants, there may be dangers inherent in participation in the Event and activities related thereto.

Participants voluntarily assume the risks of attendance at and participation in the Event and hereby waive all claims of whatsoever nature and howsoever arising in relation to the Event or otherwise against any parties, including but not limited to the organising body, the sponsors, the advertisers, any local authority and/or the directors, employees, suppliers and assistants of these parties, including any individual, official, volunteer, marshall or agent.

By submitting Your application, You agree 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 may 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.

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. Any breach of this clause shall render the entry void. If You are found to be in breach of this clause, Vic Falls Marathon reserves the right to exclude You from participation in future Events.

You should only undertake such an activity to a level which reflects your level of fitness.

You are responsible for monitoring Your own physical condition prior to and during participation in the Event; and Your participation in the Event is for recreational purposes only.

You warrant to Vic Falls Marathon that You will be on the Event Date sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement. If You are in any doubt VFM

recommends that You seek medical advice; and/or withdraw voluntarily from the Event.

Participants hereby irrevocably indemnify and hold harmless the Parties against any liability and claims of any nature whatsoever and howsoever arising (whether directly or indirectly caused and whether arising from negligence, albeit gross, or from the participation or involvement in or passage to or from the Event or otherwise) including but not limited to liability for delay, inconvenience, accident, death, injury, illness to their person, postponement or cancellation of the event, or loss or damage to property or costs and expenses sustained, incurred or put to by Participants and/or by any minor children under the care or control of Participants.

Participants acknowledge that the risks inherent in the event, include, but are not limited to, risks arising from their skill and ability as a runner/walking athlete or any other named sport participant, nutrition and fluid intake, fitness and health prior to and during the event, the terrain which the event traverses, road surface, weather conditions, water conditions, vehicular traffic (motorised or non-motorised), wildlife, the actions of other competitors, the event organiser, sponsors and their principals, representatives, agents and assigns.

Participants acknowledge, and agree to, any Governmental guidance/instruction iro Covid or other pandemic / health and safety requirement required for race day, as instructed via the Organisers.

Participants undertake and agree to withdraw from participation in the event if advised or instructed by the event organiser and its associates to do so or if I, at any time, sense or observe any unusual hazard or unsafe condition and I am in any way concerned that it is unsafe for me to continue with the event or if I, in any way feel unable or unfit to safely continue with the event.

It is further understood that running with ear-plugs is not allowed as sections of the route take part on public roads, and through National Parks and game areas.

Parents or guardians authorising a minor's participation in the Event, which shall prima facie be evidenced by their signature/electronic agreement via entry forms, thereby consent to such minor being bound to the foregoing and further indemnify the Parties to the extent, if any, to which such minor is not capable of waiving his/her rights as stipulated above.

Participants confirm that they are competent and / or authorized to sign / acknowledge and agree to, the registration form (electronic or otherwise) and agree to the terms and conditions hereto. They further give permission for the free use of their name, voice or picture [still or moving] to be used in any broadcast, telecast, advertising, promotion or any other form of advertising and media related to this and future events, or other event organised by Wild Frontiers Events or its partners.

Participants further acknowledge that, due to their participation in the event, the event organisers may contact them from time to time (by means of electronic mail, the short message service and/or telephone calls) for purpose of: (i) communicating event related information; (ii) advertising certain products and/or services which may assist me in my preparation for, and performance in, the event and/or other running events organised and/or managed by the event organiser. Accordingly, consent to any such communication.

It is further noted that participants entering the Full & Half & Relay Events agree to their full name and passport information and nationality being shared with the Zimbabwe Immigration Authorities to allow permission to cross the Vic Falls International border bridge to the Zambia border which forms part of the route. Refusal to allow this will unfortunately result in your entry not being accepted.

Participants further acknowledges and agree that the event may be cancelled due to forces beyond the event organisers control (with such forces including, but not limited to: any acts of God, strike, war, riots, fire, floods, civil unrest, legislation, insurrection, pandemic, Government sanctions and/or trade disputes) and that in such circumstances, the event organiser shall not be required to refund the events entry fee.

I acknowledge that I will comply fully with Zimbabwe Covid-19 protocols and requirements that may be set out by the Government. Any amendment will be communicated via email as well as social media.

I confirm that I understand the importance and the meaning of this liability disclaimer, the waiver of claims, and indemnity and that by agreeing hereto, I am waiving substantial legal rights (on my own behalf and on behalf of my dependants). I acknowledge that I have been free to secure independent legal and/or other advice as to the nature and effect of all the provisions of this liability disclaimer, waiver and indemnity and that I have either taken such independent legal and/or other advice or dispensed with the necessity of doing so.

#### **Downgrades/upgrades and substitution rules**

No refunds will be given.

Downgrades or upgrades of an athlete may be done without an administration fee before the closing of entries only.

No refund will be given should there be a difference in entry fee[s] when doing a downgrade.

Any change of distance resulting in an increase of entry fee will be charged for and needs to be paid for before a confirmation of entry is sent.

Substitutions may ONLY be done in the same race distance.

Substitutions done before entries close do not attract a fee.

Substitutions done AFTER entries close can only be done at race number collection with an administration fee to be paid in cash of USD5 or R100 per entry.

NB: For clarification of terminology

'Downgrade/upgrade' means the entered athlete may change his/her distance.

'Substitution' means changing the athlete name/gender – but within the SAME RACE. Substitutions may not take place between races/distances.

Results will be provisional, until such time that NAAZ and the Event has checked / verified the prize winners. This may take up to two weeks to finalise, or longer, should dope testing be done. I appreciate and understand that all prize monies may be subject to taxation at prevailing rate by local revenue authority.

I appreciate and understand the risks inherent in the event and my participation therein. I accept these risks and confirm that I participate in the event at my own sole and absolute risk.

#### **EVENT EJECTION**

Vic Falls Marathon 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 VFM, acting reasonably, believes:

- c. may cause injury to You or another participant;
- d. may damage or harm the environment;
- e. 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;
- f. in VFM's opinion You are unfit to participate in the Event due to:
  - g. the consumption or use of alcohol or drugs;
  - h.. an injury or illness;
  - i. You fail to arrive at the start location at the specified time; or
  - j. 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.

If, in accordance with above and You are refused entry to the Event or VFM 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.

Participants will have their results annulled and may be banned from future events organised by VFM 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;
- d. they falsify information on the entry form;
- e. disobeying the Race Rules including 'seconding', cheating by accepting a lift/transport on the route for any reason.

#### **CANCELLATION BY YOU**

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

#### **CANCELLATION BY US**

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

VFM 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.

VFM may cancel, abandon or postpone the Event due to any Force Majeure Event. Under such circumstances:

VFM 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, VFM will use reasonable endeavours to provide other suitable methods of notice, including email, mobile phone, text message, television and radio broadcasts;

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

**In relation to medical matters You agree that:**

Your personal information (including medical information entered on the bib number or collected by event medical staff during or after the Event) can be used and disclosed by VFM to medical professionals at the Event, should you become ill during or after the Event and/or receive medical attention or treatment from Event's appointed medical staff.

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 VFM, its employees, contractors or other trained personnel conducting the Event (which may include the use of anaesthetics).

It is noted that any medical costs for treatment / transport (medevac) etc are for your own account.

You acknowledge and, so far as is necessary under Applicable Laws, consent to being photographed, filmed or taped by VFM 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.

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).

**CHANGES TO THE EVENT**

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

Should the Event course distance be changed or reduced, You agree that the Event is still deemed to be staged and that VFM will not be liable to You for any refund.

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

**DATA SECURITY**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, We limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on Our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where We are legally required to do so.

#### **PRIVACY POLICY**

Personal data, or personal information, means any information about an individual from which that person can be identified.

#### **IF YOU FAIL TO PROVIDE PERSONAL DATA**

Where We need to collect personal data by law, or under the terms of a contract We have with you and you fail to provide that data when requested, We may not be able to perform the contract We have or are trying to enter into with you (for example, to provide you with goods or services). In this case, We may have to cancel a product or service you have with Us but We will notify you if this is the case at the time.

#### **HOW WE USE YOUR PERSONAL DATA**

We will use your personal data in the following circumstances:

Where We need to perform the contract We are about to enter into or have entered into with you.

Where it is necessary for Our Legitimate Interests (or those of a third party) and your interests and fundamental rights do not override those interests.

Where We need to Comply with a Legal or Regulatory Obligation.

#### **CHILDREN'S DATA**

We may collect and process the personal data of children below the age of 16 for the purposes of administering the Event. A parent, or legal guardian by entering a child in the Event, agrees to below and gives consent accordingly.

Events in which children may participate. We require the child's details in order for them to participate; to televise, film and/or otherwise record Our events and to take photographs and record footage of Our events.

The Agreement is governed by the laws of Zimbabwe.

I undertake to follow all the rules of the Event and all directions and/or instructions given to me by the event organiser and its principals, representatives, agents and assigns and understand that the event organisers Event is sanctioned by World Athletics & NAAZ.