

## 1. About these Terms and Conditions

- 1.1. Please read these terms and conditions carefully before registering for the Event through the Website and Registration Platform.
- 1.2. Please note that before registering for the Event through the Website or otherwise You will be asked to accept these terms and conditions. By clicking on the “I Accept” check box online You are confirming Your agreement to be bound by these terms and conditions. If You do not want to accept these terms and conditions, You will not be able to register for the Event.

## 2. About Your Contract

- 2.1. In registering for the Event, You are entering into a legally binding contract with Red On Group Limited (RED ON) which is registered in England and Wales under company number 13552080. RED ON's registered office is at Telegraph House, 59 Wolverhampton Road, Stafford, Staffordshire, United Kingdom, ST17 4AW. This contract, and Your obligations under it, will conclude upon Your completion of the Event.
- 2.2. For the purposes of these terms and conditions, “You” means the persons identified as the Rider in the application to register for the Event offered through the Website (the “Registration Application”) or, if the Rider is under 18 years old, the parent or guardian who has signed the Parental Consent Form and submitted the Registration Application (and “Your” shall be construed accordingly).
- 2.3. RED ON may assign the contract, or subcontract or delegate the delivery of the Event in any manner to: (i) any separate entity controlled by, or under common control with, RED ON; or (ii) any provider of outsourcing or third-party services that is engaged under a service contract to provide services to RED ON at the RED ON's sole discretion.
- 2.4. For the purpose of the declaration in clause 1.2 herein ‘I’ means ‘You’.
- 2.5. RED ON at its sole discretion retains the right to reject a Registration Application at any time prior to the Event.

## 3. The Event

- 3.1. The “Event” means any disciplines offered at The Gralloch event a gravel cycling event. Further details of each specific cycling discipline are available on The Gralloch website ([www.grallochgravel.com](http://www.grallochgravel.com)).

## 4. Terms Used

- 4.1. **“Brand”** means all unique designs, signs, symbols and words, or a combination of these, employed in creating an image that identifies The Gralloch Event and its sponsors and partners which differentiates it from its competitors.
- 4.2. **“Closed Road(s)”** means the environment temporarily established on the public highway, private roads and/or tracks and gravel roads, for the sole purpose of the Event for a specific duration which will be published at or around the date of the Event. Closed Road does not in any way guarantee that the public, either in vehicles, on horseback or on foot either inadvertently or maliciously, will not break into the Closed Road environment at some point during the Event. Riders must be attentive to this risk and take any necessary evasive action should such a scenario materialise to protect the Rider’s own safety and security and that of others around including members of the public and RED ON staff.
- 4.3. **“Cycling Equipment”** means any equipment a Rider will use in the Event including but not limited to clothing, safety equipment and bicycles.
- 4.4. **“Date”** means the date of the event publicised on the Event Website.
- 4.5. **“Event Village”** means the location of the Event headquarters, the associated car parks, expo space and event routes.
- 4.6. **“Fundraising Partner”** is a fundraising organisation with whom RED ON has a Fundraising Partner agreement.
- 4.7. **“Open Road(s)”** means an environment whereby the Highway Code and other related regulations as exist at the time apply.
- 4.8. **“Race Director”** means the individual responsible for the cycling Events and specifically the results.
- 4.9. **“Racing Licence”** means any racing licence issued by British Cycling, British Master Cycle Racing (BMCR), TLI Cycling Ltd or any other recognised cycling international governing body.
- 4.10. **“Race Start Gate”** means that start gate set up for each event.
- 4.11. **“Rider”** means the registered participant in the Event.
- 4.12. **“Specified Location”** means the location on the event route announced by RED ON prior to the Event which Riders must pass before the Specified Time in order to be allowed to complete the event. Riders failing to pass the Specified Location by the Specified Time will be required to take a short-cut back towards the finish at the Event Village.
- 4.13. **“Specified Speed”** means the speed published at or around the date of the Event at which the broom wagon will drive the event route beyond the Specified Location and after the Specified Time has lapsed.
- 4.14. **“Specified Time”** means the time announced by RED ON prior to the Event whereby the Closed Roads will be re-opened and any Rider who has not gone past the Specified Location will be required to take a shorter route back to the finish at the Event Village.
- 4.15. **“UCI”** means Union Cycliste Internationale, the world governing body for sports cycling.
- 4.16. **“We”** means RED ON or any employee or representative or associate of RED ON (and “our” shall be construed accordingly).
- 4.17. **“Website”** means [www.grallochgravel.com](http://www.grallochgravel.com). RED ON provides this Website to give general information about The Gralloch and the registration page for entering the event and paying the entry fee.

## 5. Event Specifics

- 5.1. **Licenses** – It is not a requirement for a Rider to have a licence to participate in The Gralloch. Licenses requirements are subject to change and are dictated by the UCI and British Cycling. Should licenses be required, RED ON will publish such requirements on the event Website.
- 5.2. **Security** – RED ON's liability to compensate Riders for any loss or damage to personal property in secure paid for storage provided for the Event and/or Event village is limited to a reasonable amount, having regard to such factors as whether the loss or damage was due to a negligent act or omission by RED ON. If you do not make use of the secure areas you are responsible for any loss or damage to personal property.
- 5.3. **Event Regulations** – The Event is held under technical regulations determined by the Race Director and publicised on the Website shortly before the Event.
- 5.4. **Participation Exclusions** – Riders to which the following statements apply are not granted participation rights in the Event even if they pay the entry fee:
  - 5.4.1. a rider who is currently serving a UCI suspension or ban for breach of the rules including doping.
- 5.5. **Protective Headgear** – It is a mandatory requirement of participation that Riders at the Event wear protective headgear which meets UCI technical standards.
- 5.6. **Road Closure** – The Event may have Road Closures in place (subject to confirmation by RED ON before the Event). The public highway Closed Roads will be re-opened to the public after the Specified Time. The Specified Time will be published in Event publicity at or around the time of the Event. Riders who remain on the circuit once the roads or tracks are re-opened will have to abide by the Highway Code and any regulations applying to Open Roads and forest tracks as are in force at the time. In any event despite the commitment of RED ON to assure Closed Roads, Riders must be aware at all times for potential hazards which get onto the Closed Road the most likely of which are pedestrians, animals such as deer and dogs and farm vehicles.

Riders have responsibility for their own safety as the provision of Closed Roads offers no guarantee that the Closed Roads will at times be free of obstacles not related to the Event.
- 5.7. **Event Registration** – It is a requirement that each Rider in the Event confirms that they have read the Event Rider Manual and accepts the contents. It is also a requirement of registration that each Rider presents photographic identification to RED ON to confirm the Rider's identity at the Event.
- 5.8. **Medical Support** – Medical support is provided for the Event. Risk assessments have been conducted to inform the quantity and location of the medical support during the Event. RED ON does not warrant or guarantee the length of any response for the medical support team to reach a Rider in need of attention.
- 5.9. **Mechanical Support** – Riders must be completely self-sufficient for the Event. RED ON does not warrant or guarantee any response for mechanical support.
- 5.10. **UCI Gravel World Series Technical Regulations** – Riders must comply with all regulations set out by the UCI, which are available at [ucigravelworldseries.com/en/regulations](https://ucigravelworldseries.com/en/regulations)

## 6. Entry Process

- 6.1. A Registration Application offer is made by You when:
  - 6.1.1. You submit an application to register for the Event;
  - 6.1.2. You have agreed to these terms and conditions; and
  - 6.1.3. RED ON or its designated third-party payment gateway provider (whichever is the earlier) receives a legitimate payment into its designated bank account, or RED ON otherwise receives such moneys in cash or bank transfer of the entry fee.
- 6.2. By submitting a Registration Application, You are:
  - 6.2.1. making an offer to participate in the Event subject to these terms and conditions and any specific additional/alternative terms drawn to Your attention by RED ON during the registration process; and
  - 6.2.2. confirming that You are at least 19 years of age (on December 31<sup>st</sup> 2023).
  - 6.2.3. confirming that you have read and understood our privacy and GDPR policy which is available for download on our Website.
- 6.3. Upon RED ON's receipt of the relevant entry fee for the Event, RED ON grants You the right to participate in the Event subject to these terms and conditions of entry, the Event Rider Manual and any instructions given to You by the organisers or officials of the Event. The entry fee does not make provision of a Racing Licence for the Rider or any other products or services such as t-shirts or sports therapy.
- 6.4. We reserve the right to refuse entry to the Event or to ask You to cease participation if You fail to follow instructions given by an Event official, You attempt to participate in the Event in a manner that We believe: (a) may cause injury to You or another participant, (b) in our opinion is likely to cause offence, (c) may damage or harm the environment, or (d) 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 relation to Event safety, or in our opinion You are unfit to participate in the Event due to either the consumption or use of alcohol or drugs or because of an injury or illness.
- 6.5. We also reserve the right to refuse entry to an Event if You fail to arrive at the start location at the specified start time or if 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.
- 6.6. If You are refused entry to an Event or we ask You to cease participation in the Event, You must remove your Event race number and follow any instruction of an Event official. If you are out of the event and riding on open roads you must follow the highway code.
- 6.7. RED ON at its sole discretion reserves the right to reject Your Registration Application, even if previously accepted, at any time prior to the Event upon repayment of the entry fee and any associated registration costs without prior notice and without proving the grounds for doing so. RED ON will not be liable for any other costs incurred by You in association with the Event.

## 7. Your Status and Responsibilities

- 7.1. By entering the Event, You agree, warrant, undertake and represent that:
- 7.1.1. You are legally capable of entering contracts.
  - 7.1.2. You will only enter events for which you have reached the published minimum age by 31st December in the year of the Event (the "Date").
  - 7.1.3. You will abide by any rules and regulations specified in the Event Rider Manual (available on the Event website at least one month before the Event) and by the race commissaries and RED ON as amended up to and including the day of the Event.
  - 7.1.4. You understand and agree that You will participate in this Event and any other event organised by RED ON or agents thereof entirely at your own risk.
  - 7.1.5. You will rely on your own ability in dealing with hazards and must ride in a way that is safe to yourself and others paying particular attention to road furniture, convoy vehicles, natural obstacles in the forest, and the condition of the road or track surface which in spaces could be badly damaged with potholes and cracks.
  - 7.1.6. At all times during the Event You will adhere to all instructions given by Event officials. You accept that any general guidance given by marshals, our sub-contractors or volunteers are purely advisory and You must decide if any manoeuvre You make is safe and do so entirely at your own risk.
  - 7.1.7. You will hold harmless RED ON, any of its partners, employees, subcontractors, volunteers, officials or anyone else involved in the Event or attending the Event Village from any liability associated with the Event whether arising for breach of contract, any tortious act or omission (including negligence) or otherwise. This includes although is not restricted to injury or loss however caused and damage or theft of equipment prior to, during or after the Event, loss of profit, loss of reputation, loss of business, revenue or goodwill, loss of anticipated savings, or consequential or indirect loss, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise. You accept full liability and responsibility for any medical expenses incurred as a result of training for and/or participating in the Event. However, nothing in these terms and conditions shall affect our liability for death or personal injury caused by our negligence, or for fraud, or any other liability to the extent it cannot be excluded or limited by law.
  - 7.1.8. You are in a fit and healthy condition and are not suffering any medical conditions which prevent You from participating in the Event. You agree You are capable of competing in a strenuous cycling event. You have taken professional medical advice to confirm this. You confirm that You have trained to meet the challenges of the Event as shown on the website. Further, that on the Event date, You will be sufficiently fit and healthy to participate in the Event in accordance with this agreement. You will not attend the event if you have any symptoms of Covid or should be in isolation according to the government's guidelines at the time. At the event you will respect the current government guidance on social distancing.
  - 7.1.9. You are responsible for the quality of the Cycling Equipment You will use in the Event and warrant that it is fit for purpose. For the avoidance of doubt handlebars are to be of the conventional design for the specific type of event in which they are used for example, tri-bars, aero-bars, clip-ons, prayer bars, cows bars or Spinachi design are prohibited.
  - 7.1.10. You are responsible for ensuring that your timing and tracking devices are functioning correctly and that

your Event race numbers are attached and displayed appropriately and that the medical information template on the reverse side of the jersey number is completed in full.

- 7.1.11. You are responsible for the condition and suitability of your clothing to ensure that reasonable standards of modesty are maintained. If RED ON reasonably believes that these standards are not maintained then it has the sole discretion to withdraw the Rider without compensation.
- 7.1.12. You are responsible for your registration into the Event on or around the day of the Event. Your Event race number and timing device will be provided to You upon your registration. It is mandatory that You have read the Event race book and accept it. You accept that You are required to present photographic identification at the point of registration to confirm your identity.
- 7.1.13. You are not currently serving a UCI suspension or ban for breach of the relevant rules and regulations including doping or that if You enter this status prior to the Event having previously paid the entry fee You will be unable to ride in the Event and You will not be entitled to a refund.
- 7.1.14. You will wear protective headgear which meets UCI technical standards at all times while participating in the Event.
- 7.1.15. You are responsible for either maintaining a speed on the Closed Roads which will remain closed for a specific period. Failure of Riders passing the Specified Location by the Specified Time will mean that they are required to take a shorter route, back to the finish in the Event Village. Once the Specified Time has lapsed access to the Event route will be prohibited and a broom wagon will drive the remaining Closed Road route at the Specified Speed. If a Rider is overtaken by the broom wagon the Rider will then be riding on Open Roads in which case the Rider will abide by the Highway Code or any such regulations for the use of Open Roads which exist at the time.
- 7.1.16. You agree that through your completion and submission of the online Entry Form, You are committing to paying for your Event entry via the means as instructed on the Website.
- 7.1.17. You accept that all decisions and rulings by RED ON its employees and its agents in respect of the Event are considered final.
- 7.1.18. You are responsible for the secure retention of your entry confirmation email which you will need to present in order to collect your race pack for the Event. RED ON shall not issue a replacement entry confirmation. You are also responsible for the submission of the correct data as part of your entry to the event.
- 7.1.19. You are responsible for self-serving your own ride details and information from the Event website prior to the Event. The Event Start Sheet and Final Information will be published on the website [www.grallochgravel.com](http://www.grallochgravel.com) under Rider Info in the navigation bar on the home page at least one week before the event. RED ON shall not email your rider number or any specific event information to you prior to the event.
- 7.1.20. You are responsible for securing adequate accident insurance as well as general third-party liability insurance to cover you for the duration of the Event.

## 8. Retention of Ownership

- 8.1. RED ON retains all the rights to the Event and its Brand unless otherwise secured on licence from a third party in which case the particular rights vest with the originator. The payment of the entry fee grants no rights to the Event other than the right to participate.

## 9. Non-Refund, Transfer, Name Change and Deferral

- 9.1. The Event entry purchased by You is non-refundable (exceptions apply for COVID-19 related cancellations, see "10. COVID-19 Policy").
- 9.2. The name on an Entry may be changed by You. You must request the name change from RED ON or via the self-service portal. RED ON will not refund any entry fee paid and shall not be responsible for any financial arrangements made between the original purchaser of the Entry and the person to whom the Entry is being transferred. The following deadlines and fees apply.
- 9.2.1. Until March 1st 2023 at 23:59 GMT for a £10 admin fee.
- 9.2.2. Between March 2nd 2023 00:00 GMT and April 30th 2023 23:59 for a £15 admin fee.
- 9.2.3. Name changes after May 1st 2023 23:59 will only be offered at RED ON's discretion.
- 9.3. It is possible to defer an entry for The Gralloch event until the following year's Event if RED ON can find a replacement for your Entry. The following deadlines and fees apply. Your Entry can be deferred:
- 9.3.1. Until June 30th 2023 at 23:59 GMT for a £25 admin fee.
- 9.3.2. Between July 1st 2023 00:00 GMT and July 15th 2023 23:59 GMT for a £50 admin fee.
- 9.3.3. Deferrals after July 15th 2023 23:59 will only be offered at RED ON's discretion.
- 9.4. It is Your responsibility to contact RED ON via email at [info@grallochgravel.com](mailto:info@grallochgravel.com) by the above stated deadlines.
- 9.5. In the event that by mistake You make more than one entry for Yourself (or the same under 18 Rider) the surplus entries will be refunded.

## 10. COVID-19 Policy

- 10.1. If the event is cancelled due to the ongoing COVID-19 pandemic and related government restrictions, Riders will be entitled to one of the following options:
- 10.1.1. Receive a refund of 50% of the entry fee paid
- 10.1.2. Defer entry to the 2024 The Gralloch event
- 10.1.3. Donate entry fee to an official event charity
- 10.2. Specific deadlines to utilise each of these options will be communicated if the Event is forced to be cancelled.
- 10.3. Further options may be offered at the discretion of RED ON.

## 11. Online Transactions

- 11.1. We use secure payment facilities for all online purchases, Your payment details such as credit card details are entered in a secure payment gateway handle by a third party payment service provider (Stripe), which uses SSL protocol on their own dedicated HTTPS servers to communicate with the merchant's acquiring bank to validate and process the details. Our payment systems are fully PCI compliant.

## 12. Cookies

- 12.1. If You have cookies enabled, data may be stored on Your local PC to enable speedy input of subsequent transactions. If You do not agree to this please ensure You have disabled cookies in your browser. More information about the cookies used on the Website is available in our cookies policy.

## 13. Matters Outside of Our Control (Force Majeure)

- 13.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (a "Force Majeure Event").
- 13.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 13.2.1. strikes, lock-outs or other industrial action;
  - 13.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - 13.2.3. fire, explosion, storm, flood, earthquake, inclement weather conditions, subsidence, epidemic, pandemic or other natural disaster;
  - 13.2.4. impossibility of the use of public or private telecommunications networks;
  - 13.2.5. sabotage of the Event or deliberate vandalism of the Event resources and infrastructure;
  - 13.2.6. the acts, decrees, legislation, regulations or restrictions of any government.
- 13.3. In such circumstances We will, if possible, provide notice of cancellation to You. In the event of cancellation, We will have no responsibility for any costs incurred as a result of cancellation. As significant costs are incurred before the event and are paid irrespective of the event taking place these include any entry fees for the event, registration, travel or accommodation costs.

## 14. Breach

- 14.1. The breach of any of the regulations specified in these terms and conditions or terms and conditions themselves shall lead to the immediate disqualification of the Rider at the sole discretion of RED ON without compensation.



## 15. Conflict and Survival

- 15.1. In the event of conflict of these terms with any other applicable terms then the following hierarchy or importance shall apply:
- 15.1.1. these RED ON terms and conditions; and
  - 15.1.2. UCI Gravel World Series regulations
- 15.2. In the event that any part of the stated regulations or these terms and conditions are unenforceable, such part shall be deleted and the remaining regulations or these terms and conditions shall remain in force and to the extent permitted by law.

## 16. Variation of these terms

- 16.1. RED ON reserves the right to vary these terms and conditions without consultation or prior notice. Any such variations shall apply for any Event.

## 17. Entire Agreement

- 17.1. These terms and conditions (and the documents referred to in them) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. You acknowledge and agree that in submitting the Registration Application, You do 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 other than as expressly set out in these terms and conditions.

## 18. Third Party Rights

- 18.1. No person other than You and RED ON shall have any rights to enforce these terms and conditions.

## 19. Dispute

- 19.1. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including noncontractual 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 non-exclusive jurisdiction to settle any such dispute or claim.

## 20. Personal Information

- 20.1. We are committed to protecting privacy and confidentiality of information provided by all riders. Please read our Privacy policy incorporating the provisions of GDPR to understand how we protect your personal information. The policy is available via a link on our website [www.grallochgravel.com](http://www.grallochgravel.com).
- 20.2. I hereby acknowledge and accept that the event in which I will be taking part, i.e. a UCI Gravel World Series qualifier, belongs to and is sanctioned by the Union Cycliste Internationale (UCI).

- 20.3. Regardless of whether I hold a valid licence (in the sense of art. 1.1.001 of the UCI Regulations), I hereby acknowledge and accept that by taking part in the relevant event, I am bound by the UCI Regulations, in particular in respect of disciplinary matters.
- 20.4. I hereby acknowledge and accept that by taking part in the relevant event, the UCI may use and exploit all my personal data necessary for the organisation of the Series, including my first name, last name, date of birth, email address, phone number, UCI ID, my image on picture, video - or on any other support - taken during the event concerned.
- 20.5. I hereby acknowledge and accept that my personal data disclosed to the organiser of the event for the purpose of registering to the relevant event, shall be provided to the UCI and to the series licensee, Golazo Sports NV, for the purposes of governing the sport of cycling and managing the Gravel World Series.
- 20.6. I take note that I may contact the UCI ([data.protection@uci.ch](mailto:data.protection@uci.ch)) or Golazo Sports NV ([privacy@golazo.com](mailto:privacy@golazo.com)) at any time in order to exercise any of my rights and, in particular, the rights to request access, rectification or deletion of some of my personal information.

## **21. Photographs and Imagery**

- 21.1. The Event may be recorded and videos, photographs and other recordings may be taken, where you may be captured participating in the Event. You agree to the publication of such photographs, videos, recordings, and/or likenesses of you (whether edited, adapted, modified or copied) and their use by us and those authorised by us, without prior notice or compensation, in any way which we may see fit now or in the future including but not limited to film, broadcast, radio, TV, publications, future events and publicity. You acknowledge that we have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses of you.
- 21.2. Any audio, visual, or audio-visual recordings that you make of the Event or any part of it are for personal use only and cannot be published or used for any commercial purpose without our prior written consent.
- 21.3. You understand that we may use film crews with camera equipment and drones out on the event route and at the event village. We use appropriately qualified crew.