

THEGRID TERMS & CONDITIONS

Make sure to Read THIS!

3. CANCELLATION BY THE GRID (EVENTS) LIMITED

3.1 We may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, war, civil or political unrest, terrorism or inclement weather conditions.

3.2 The Grid reserves the right to cancel the Event if [one month] before the Event Date we have not, in our sole discretion, received sufficient number of applications to ensure that there are enough participants to make the Event economically viable.

3.3 If the Event is cancelled by The Grid per the circumstances in 3.1 and 3.2 then Refunds and transfers will be made according to the refund, deferment and transfer policy.

3.4 The Participant is aware that the Event is not guaranteed to take place at the time of reservation.

4. BREACH OF THE EVENT TERMS AND CONDITIONS BY THE PARTICIPANT

4.1 This Clause will apply if the participant fails to comply with these terms and conditions, which includes but is not limited to:

Non-participation in the Event without prior notice of cancellation to The Grid

The participant fails to complete the medical questionnaire resulting in non-participation in the Event.

The Participant fails to show the required ID resulting in non-participation in the Event.

The Grid deems the Participant unfit to participate in the Event.

4.2 If any of the events listed in Clause 4.1 occur, the Participant will not be provided with a race pack and the Participant will not be granted the right to participate in the Event. As a consequence of failing to enter the Event, the Participant agrees that he has breached Clause 1.2 of this agreement and the Participant cancels his/her agreement to participate in the Event.

4.3 In order for the Event to be successful for both The Grid and the participants, The Grid requires mass participation and cooperation from all participants. By breaching the Event terms and conditions and failing to participate in the Event, the Participant will have potentially put the success of the Event at risk, prevented another individual from participating in the Event and will have resulted in a financial loss being suffered by The Grid (either directly and/or indirectly).

4.4 Accordingly, The Grid will charge the Participant a penalty for breach of contract, which will be an amount equal to the Event fee. The Grid will retain the Event Participation fee paid by the Participant as payment of the penalty charge.

5. EVENT REFUNDS, DEFERMENTS AND TRANSFERS

5.1. The Organiser will not refund any proportion of the Event Participation fee once the Participant has participated in the event. This policy is non-discriminatory and does not take account of any individual circumstances in order for fairness and clarity.

5.2. Where accommodation bookings are made as part of the entry process or where other bolt-on services such as travel products, hire services or otherwise are bought, these also fall under the terms of this policy.

5.3. Where the Participant is unable to participate in the event due to any reason, including but not limited to injury, illness, travel issues, weather, event cancellation, event venue change, event date change or force majeure, the Organiser will not be liable for any costs incurred by the Participant relating to privately booked travel, accommodation or other ancillary costs incurred.

5.4. If the Event has had to be cancelled in advance of its taking place Event Participation fees and/or associated event purchases shall be subject to the deferment and transfer policy without any administration fees.

5.5. If an event is re-located, no refunds shall be given if the event is re-located within an area of 50 miles radius of the original Event location.

5.6. Event reservations may be transferred between categories provided any additional costs that are relevant are paid in full if such a request is emailed ten clear days before the event date to info@thegridmalta.com An administration fee of €15 will need to be paid before the transfer is confirmed.

5.7. You may transfer your Event reservation to a friend except where the Organiser has expressly stated otherwise by (1) express instruction, (2) public announcement through the Event website or (3) individually, in writing, to the Competitor(s) in question, if such a request is emailed fourteen clear days before the event date to Info@thegridmalta.com. An administration fee of €15 will need to be paid before the transfer is confirmed.

5.8. You may transfer your reservation to the following event next season, if such a request is emailed ten clear days before the event date to Info@thegridmalta.com. Upon receipt of the email we will contact you to arrange the transfer. An administration fee of €15 will need to be paid before the transfer is confirmed. In such an occurrence that the Event does not take place in the future the transferred Event Participation fee will not be subject to a refund. Accommodation bookings or any other bolt-on services such as travel products, hire services or otherwise are bought are non-transferable to the following event season.

5.9. The Organiser's refund policy is subject to change at the discretion of the Organiser and any such changes are published either within this refund policy and/ or on the Event website. The Participant is advised to visit the Event website regularly.

5.10. The terms and conditions of this refund policy do not affect the Participant's statutory rights as a consumer. Please contact the Organisers for any questions on the Organiser's refund policy.

Address for the service of cancellation notices and to which complaints can be made

The Grid Events - 44/3, Nelson Flats, Sir Adrian Dingli Street Sliema SLM1902

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Terms and Conditions of Event Entry

Declarations and Waiver

Definitions:

The "Participant" means any individual participating in the event or the parent or guardian of a minor (under 18 years old) participating in the event or anyone spectating at the event or anyone visiting the event site.

The "Organiser" means The Grid (Events) 44/3, Nelson Flats, Sir Adrian Dingli Street Sliema SLM1902;

The "Agreement" –means the agreement between you and The Grid (Events) Limited comprising the Terms and Conditions of Event Participation;

"Event" – the event organised by The Grid;

"Event Participation Fee" – the fee payable by you to The Grid in consideration of your participation in the Event;

"we", "The Grid" – means The Grid trading as The Grid Events

"you" – means you the Event Participant;

"Participation in the Event" – means actual participation in the Event.

1. General

i. Organiser's release of liability in consideration for being permitted to participate in the Event, the Participant hereby waives, releases and forever discharges, for himself, his heirs, executors, administrators and legal representatives, any and all rights and/or claims which the Participant may have against the Organiser, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages and/or claims which may be sustained by him directly or indirectly arising out of his participation in the Event (including the application of emergency or medical services at the Event).

Further, the Participant covenants not to take any action against the Organisers, its officers, directors, employees, consultants, agents and Event sponsors for any and all damages and/or claims which may be sustained by the Participant directly or indirectly arising out of his participation in the Event. This release and discharge includes, but is not limited to, claims for property damage, economic loss, breach of contract, lost wages, contribution indemnity, other indemnities, punitive damages, or any other legally recognisable claim arising out of the Participant's participation in the Event (including all legal costs and expenses associated with such claims).

ii. The Participant hereby agrees to indemnify the Organisers, its directors, officers, employees and consultants against any and all claims, lawsuits and causes of action whatsoever or howsoever arising and brought against them by any third party as a result of the Participant's actions and/or participation in the Event, including without limitation, the violation of any laws or regulations by the Participant or the Participant's breach of these Terms and Conditions of Participation.

2. Hazards & Risks

i. The Participant acknowledges and understands that the Event is a potentially hazardous sporting event. The Participant acknowledges and accepts that participation in an event such as the Event is potentially dangerous and that there are numerous risks associated with participation. Such risks and dangers include, but are not limited to: traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects and the negligence of other road users. Further, the Participant fully understands and accepts that his participation in the Event may result in serious bodily injury and/or death to yourself or others from which the Participant is waiving any claims against the Organiser as per clause 1 above .

The Participant further acknowledges and accepts that the route of the Event may require running and/or cycling on public roadways and on rough uneven terrains upon which pose travelling hazards and risks. Further, the Participant accepts that participation in the Event will result in strenuous physical exertion as participants will be required to be active for very long periods of time, including the risk of being active through inclement weather and/or very hot weather.

ii. The Participant commits to participate in the Event with full knowledge and understanding of the risks associated with participation in the Event, the Participant is strongly advised to take every reasonable precaution and in the case of any questions is advised to contact the Organiser prior to the Event.

iii. The Participant declares that he commits to participating in the Event with full knowledge and understanding of the risks associated with the participation in the Event.

iv. The Participant acknowledges and understands that it is his personal responsibility to arrange for insurance cover for the Event if the Participant wishes to be covered by insurance. The Organiser will not provide insurance cover for Participants in the Event. By agreeing to the declaration on the Event Participation Form, the Participant accepts that the Organiser has made this clear to the Participant in advance of the Event.

3. Equipment

i. The acquisition of essential equipment, including specific safety equipment, in order to take part in the Event is the sole responsibility of the Participant and the Organiser strongly advises that these acquisitions are secured before entering the Event.

ii. The Organiser accepts no responsibility for the loss of, theft, or damage to any property owned by or under the control of the Participant deposited by the Participant in the Event's event village and/or at any point of the Event course. This includes any transport of equipment that may be in element of the service provided during the event by, or on behalf, of the organisers.

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4. Medical

i. You declare that you are physically fit and healthy enough to take part in activities during the event. At the event you will be required to complete the medical questionnaire pre-printed on the reverse of your race number; issued at registration. It is your responsibility to retain this race number and wristband throughout the event duration.

ii. You will also be required to complete and sign a Medical Disclaimer and present this to The Grid staff when collecting your race pack. The Grid will not grant you the right to participate in the Event unless a Medical Disclaimer is completed, signed and presented to The Grid together with your photo-ID.

5. Image Rights

i. By participating in the Event the Participant consents to being photographed and/or to be included in the filming of imagery recording the Event and/or to be included in sound recordings of the Event. The Participant hereby waives any and all rights of publicity or privacy and hereby grants to the Organiser the sole, full and complete permission and authority to utilise and exploit the participant's appearance in the Event in any and all manners and media throughout the world in perpetuity without the need for any further approvals from the Participant.

ii. The Participant further agrees that the Organiser has the sole discretion to use or refuse to use any Event photographs or sound or media recordings in which the Participant appears, and that if the Organiser may use or edit such sound or imagery at his sole discretion and as he thinks fit. Subject to any restrictions of privacy imposed by law, the Participant hereby consents to the use of his name, image, likeness, voice and any biographical material about him in connection with any and all footage of the Event, publicity and related promotional material of the Organiser and for any and all publicity and promotional purposes.

iii. The Participant expressly waives any claims against the Organiser (including their directors, officers, agents, employees, consultants, licensees and assignees) in relation to any issues concerning the invasion of privacy, defamation or any other cause of action whatsoever arising out of the production, distribution, sale, broadcast or exhibition of Event imagery or sound and/or any promotional materials relating to the Event.

6. Personal Film

i. The Participant shall be allowed to take photographs and film footage of his participation in the Event for non-commercial purposes (that is for personal and private use only). The Participant is not permitted to reproduce or use photographs or footage of the Event on any website, in any printed media or matter or in any television programme without first obtaining the prior written consent of the Organiser. The Participant hereby agrees to assign (by way of present assignment of future copyright) to the Organiser all his rights, title and interests in the world-wide copyright and all intellectual property rights in such reproduced or used photographs or footage in perpetuity together with exclusive world-wide rights of exploitation thereof.

EVENT RULES

Definitions: The "Participant" means an individual participating in the Event. The "Organiser" means The Grid (Events) 97 Tower Road Msida Swatar MSD 1822

1. Compliance

i. It is the sole responsibility of the Participant to comply at all times during the Event with all applicable laws, byelaws and regulations of the Republic of Malta, including without limitation, all speed regulations, road traffic laws and laws relating to the possession or use of alcohol, drugs or other prohibited substances.

2. Acceptance of Terms & Conditions of Participation

i. The Participant understands that failure to comply with the terms and conditions listed here may, at the sole discretion of the Organiser, result in your disqualification from the Event.

ii. By your attending in person the physical site of a The Grid Event, whether you are participating or not, you are required to comply with the health and safety rules of the Event and the Terms and Conditions of Participation, otherwise you may be asked to leave the Event site.

3. Event rules, regulations and advice.

i. For reasons of fairness, safety and responsibility the Participant is expected to abide by the following rules and regulations as laid out by the Organisers. Ignorance of these rules and regulations shall be regarded as no excuse and failure to comply with these rules and regulations may lead to penalties or disqualification from the Event.

ii. General Rules

Please at all times show respect for the environment, landowners, local communities and other recreational users

- Always follow and adhere to the local byelaws;
- Ensure you are wearing or carrying the appropriate mandatory and recommended kit at all times;
- Notify the Event Medic (at registration) of any significant medical history;
- All competitors/team-members are responsible for wearing their timing chip in the correct manner;
- Do not interfere with the timing mats or boxes or their positioning;
- Do not stray off the course or enter out-of-bounds areas;
- No outside assistance is allowed during the event;
- Public transport and transport in cars are not permitted at any time during the event;
- Stop and assist any competitors in need of medical attention and alert a race safety steward ASAP;
- Ensure any injured competitor in proximity to you is adequately provided for, before continuing j. Co-operate with Event Officials at all times;
- Weather conditions may affect some stages and lead to course variations;
- Pre-event reconnoitring is deemed not to be in the spirit of the event;
- The Event Director's decision is final.

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4. Safety – General, clothing and obstacles

i. You are expected to be able to look after yourself and your team-mates; In an emergency, attract attention using physical contact, a whistle or voice and raise the alarm to other participants. There will be first-aiders in attendance throughout the event. The Race Director's contact number will in some circumstances be provided to you as an emergency contact number. In the event of a true emergency, the first port of should be 999/112 or follow any emergency protocol specifically issued for the event. There will be event safety staff on the course with radios and/ or phones. In addition, participants are expected to go to the aid of anyone in need of medical attention and alert a marshal.

ii. The Participant will consider the kit you bring & wear – Bring full body cover options with you, should the weather deteriorate in the final hours before your run, and seriously consider the other recommended items mentioned in the website.

iii. You are expected to tackle event obstacles them sensibly, and with the knowledge that you can make decisions independent from any verbal instruction from marshals that may be present. Here are some guidelines for safe practice that you must note:

Consider bypassing an obstacle if you lack confidence, have appreciable fear or are – carrying an injury
Ensure that the approach, and the obstacle itself are clear from obstruction
If there is a marshal giving instructions, pay close attention
If choosing to help participants, do so carefully, with their consent and without 'launching' them
No stunts or 'showboating' should be attempted
Pay attention to your surroundings, keeping head, arms and hands clear of any protrusions
Spot your landing before jumping or lowering yourself from any obstacle
Land with both feet. Bend your knees to absorb any shock
Move away from the obstacle promptly
Complete the obstacle ONCE only
Do not rush. Do not barge or jostle with other participants. Do not drink the water

5. Litter

i. The Participant agrees not to drop litter on any part of the course or in the event village.

6. Organiser's Event Equipment

i. Where equipment is provided to the Participant by the Organiser, all reasonable care is expected to be exercised by the Participant in relation to this equipment. If it can be seen that the Participant wilfully or maliciously damages equipment or where negligence has been shown in the care of such equipment, the Participant hereby accepts that the Organiser has the right to charge the Participant for the cost of replacing the equipment.

ii. Where Sport Ident "dibbers" and/ or other timing equipment are issued to the Competitor to wear during the Event, the Organiser expects these to be returned post-event. Where they are not returned, the Participant hereby agrees to reimburse the Organiser for the replacement value of €15.

7. Event Numbers

i. The Participant agrees that he must display at all times during the Event the event number supplied by the Organiser and to keep it clearly visible at all times during the Event. The event number must not be altered or defaced in any way before or during the course of the Event. Failure to comply with these requirements will result in instant disqualification from the Event. The Participant is not allowed to affix any other branding materials in any shape or form to his race number or shirt, however temporary.

8. Third Party Flyering

i. The Grid Events enter into agreement with landlords that secure the permission for the parking of participant vehicles within the premises at no extra charge to our customers.

RG12-15-2

Participation, Cancellation, Refund and Transfer Policy

1. PARTICIPATION POLICY

1.1 The Grid agrees to reserve you a place in the Event, free of charge. The reservation of a place in the Event does not grant you a right to participate in the Event. The Grid will only grant you the right to participate entry to the Event once all of the Event terms and conditions have been satisfied and you have been provided with your race pack per Clause 1.4 below.

1.2 You agree to participate in the Event which The Grid has reserved you a place. You also agree to abide by these Terms and Conditions of Event Participation, and any instructions given to you by the organisers and officials of the Event. The payment of the Event Participation Fee marks the conclusion of your commitment to participate in the Event and to abide by these Terms and Conditions.

1.4 The right to participate in the Event will only be granted by The Grid when The Grid provides you with your race pack, which will only be provided to you on the day of the Event. The race pack will only be provided when you present The Grid with your completed Medical Disclaimer that states you are fit to race and that you are aware of the health and safety risks associated with participating in the Event, confirmation of your identity with photograph identification and any other documentation required by The Grid.

2. CANCELLATION BY YOU

2.1 You should inform The Grid (Events) Limited immediately, in writing to Info@thegridmalta.com if you incur an injury or develop a medical condition which prevents you from participating in the Event and need to withdraw. You will be offered an alternative way to redeem your event entry fee according to the The Grid refund, deferment and transfer policy.

2.2 Failure to obtain your race pack at the Event will be deemed to be notification of your cancellation of this agreement.