

# Terms & conditions

## Great Race Trust terms & conditions of entry

### 1. Important Notice Regarding Great River Race Trust (GRR) Terms and Conditions

1.1 It is an obligation that all crews who enter the Great River Race (the Event) must have read, understood and signed up to these Terms and Conditions of Entry which are available on the Great River Race website ([www.greatriverrace.org.uk](http://www.greatriverrace.org.uk)). Please read them and make them available to all crewmembers and passengers before applying to enter the Great River Race. They contain important information about you and your crew mate's safety and wellbeing along with those of your fellow competitors.

1.2 Any crew, who applies to take part in, or competes in the Event, shall be deemed individually to have accepted and agreed to comply with these Terms and Conditions of Entry and the Applicable Laws which form a binding part of the Agreement between the entrant and the Great River Race.

### 2. Code of Conduct

2.1 The Great River Race has adopted as part of its “rules and regulations “ which form part of the conditions of entry to the Great River Race the Code of Conduct as issued by British Rowing in support of its commitment to protect the values and integrity of rowing. As the governing body for the sport of rowing (both indoor rowing and rowing on the water) in England it is responsible for the participation and development of rowing and setting the standards that apply at every level and by all participants.

2.2 This Code of Conduct serves to set out the expected behaviours and conduct for participants based around the three pillars of British Rowing's strategic values of 'Teamwork', 'Open to all' and 'Commitment'.

Full details of the Code of Conduct can be found on the Great River Race website and on the British Rowing website (<https://www.britishrowing.org/about-us/policies-guidance/final-code-of-conduct-2022-may/> )

If there is any conflict between this Code of Conduct, the Agreement, the Agreement shall prevail to the extent of the conflict.

### 3. Entry and Rules.

3.1 A boat and crew will only be entered into the GRR once they have completed all that is necessary as part of the entry application processes. This means that they have provided all information that is required, have a boat that is permitted to race along with the necessary insurances for their boat and crew and have paid the entry fee in full. Each crew will also give a “Named Contact Person” as a part of their application who will be



responsible for ensuring that any messages, updates and all other relevant information provided by the GRR regarding their entry and the GRR in general gets to each crew member and any individual who will be on their boat or are a part of their support team.

3.2 The GRR Board may offer a discounted “Early Bird” entry. This if offered will be available from the date that GRR entries open to a date specified and published by the Board. From that date where Early Bird entries are closed discounted entries will no longer be available. All entries who wish to take advantage of this discounted rate must have submitted all of the required entry information and paid the discounted entry fee in full prior to the closure date of the offer. Otherwise, full entry fees will apply.

3.3 Permitted boats /river crafts that can enter the GRR are fixed seat rowing vessels of traditional design that are powered by at least 4 oars or paddles and must have a cox and a passenger. Other craft or variations may be permitted at the discretion of the Board and if so, these will be published on the GRR website. In the case of any doubt as to a crafts suitability to enter then you should contact the Race Director’s office who will provide guidance. Boats that are permitted to enter are solely at the discretion of the Race Director and the Board who will make final and binding decisions.

3.4 Participants are responsible for the launch and recovery of their own craft. GRR volunteers will be on duty to give guidance and coordinate activities in the launch and recovery areas at the start and at the finish. Participants accept that any towing of their craft is done at their own risk.

3.5 It is the responsibility of every participant to reach the start on time and in the order of their race number. They must await the start signal before crossing the line. A time penalty and or disqualification will be applied to crews that start before their appointed race start time.

3.6 All boat types must be verified before launch and late changes to crews, craft etc. MUST be recorded before race start at registration.

3.7 Participants MUST inform race control if they are retiring. If rescued, participants will not be permitted to continue racing.

3.8 All individuals competing for veteran, junior and/or gender category prizes must meet the requirements of their class. Mixed crews must have at least 50% women rowing/paddling at all times.

3.9 Crews must carry a passenger and a cox. Crew members (incl. passenger) are free to change positions during the race, as long as it doesn’t affect their crew class.

3.10 The minimum age for any person aboard is 14 years. Under – 18 crews must be registered and coxed by a person over the age of 18.

3.11 Participants entering with rowers with disabilities should contact the GRR Administration to discuss specific safety needs.

3.12 All boats must be fitted with a flag measuring 3' x 2'.

3.13 Rules of racing:

1. Participants must display their Race numbers clearly as directed in the day. Failure to display a race number can result in disqualification.
2. Participants must start at their allotted time slot and complete the whole course. Participants who miss their start time will be held back and given instructions when they can start by a Start Marshall.
3. It is the coxswain's responsibility to keep their crew in the correct part of the river and must not obstruct other vessels.
4. It also the coxswain's responsibility to pass under Bridges through the specified arches as directed in the GRR guidance notes available on the website.
5. Overtaking boats must keep clear of boats they are passing and ensure that they pass safely.
6. Boats being overtaken can hold their course but must not purposefully obstruct the overtaking boat.
7. There are particular safety considerations when making overtaking manoeuvres where space is very restricted coming up to and passing under bridges. Over taking is not permitted in these areas and it is the responsibility of the coxswain to ensure that overtaking manoeuvres are executed safely avoiding collisions.
8. All participants must adhere to instructions given to them by Safety Marshalls. Failure to do this can result in disqualification.
9. Abusive behaviour to any GRR Officials, Marshals or safety boat crews will not be tolerated and will result in disqualification.
10. We understand the desire to complete the race but should the Safety Marshalls deem it necessary that your craft or crew should retire then their decision is final and you must accept a tow.
11. Taking a tow will result in exclusion from the results.
12. All participants must be off the water 6 hours after the start of the race.
13. In areas where potentially there will be congestion for example at the start and the finish, it is it is the responsibility of the coxswain and crew not to become an obstruction.
14. In the event of any infringement of the GRR rules for racing, disputes and interpretation of the terms and conditions of entry and participation the decision of the Race Director supported by the GRR board is final. The decisions that they make are binding on all participants.

#### 4. Event Safety

4.1 Ensuring safety is paramount. The course map, course instructions as well as the launch and recovery instructions will be available on the website and issued on race day in the form of GRR Guidance notes. It is the obligations of all participants to acquire these notes understand them and adhere to them. Failure to do so may result in disqualification.

4.2 There will be detailed safety and course briefings at designated times before the race start. A member of every crew (captain or cox) must attend a safety course briefing and a

sign-in sheet will record signatures. Crews who have not attended a safety and course briefing will not be permitted to launch or race.

4.3 It is an absolute requirement that suitable Personal Flotation Devices (PFD/life-jackets) must be worn by all under 18s. The cox and passenger must also wear (PFD/life-jackets). Although it is preferred that all other crew members wear Personal Flotation Devices (PFD/life-jackets) they must at least have them in their boats close at hand and must be able to put them on quickly if instructed to do so by the crew Captain or Race Official. If Rowers choose not to wear Personal Flotation Devices (PFD/life-jackets) they do so totally at their own risk.

4.4 All boats may be asked to present themselves to a designated inspector for inspection on race day. They are required to have the following on board:

- 20ft towline, securely attached to boat
- two 2l bailers
- a knife/multitool
- PFDs for all crew
- An adequate supply of drinking water
- sun protection
- a clearly displayed race number (supplied)
- a mobile phone with the GRR app downloaded and working.
- a stern flag

4.5 All entrants are responsible for the safety and condition of their own craft and equipment, for insuring it and for the safety of all persons aboard.

4.6 Please note – every boat must be covered by Third Party Liability Insurance up to a minimum limit of £5,000,000 and provide indemnity to the GRR. You will have to sign at the Registration Desk on race day to confirm you have such public liability insurance in place.

4.7 Each boat must carry a smart phone carrying the App specified by the GRR to enable the timing of the boat's participation in the event.

4.8 Participation in the Event is personal to you and every member of your crew. 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 boat and crew to wear the Event number.

4.9 In entering the Event you and your crew acknowledge and agree that:

- a. The Great River Race is an endurance Event that demands a level of physical capability and;
- b. You and your crew should only undertake such an activity to a level which reflects your levels of fitness;

c. You as the organiser of your crew are responsible for monitoring you and your crew's own physical condition prior to and during participation in the Event; and

d. Your participation in the Event is for recreational and/or charity fundraising purposes only and you will not participate in the Event for any commercial or business purpose. The GRR has no liability to you or your crew for any loss of profit, loss of business, business interruption, or other loss of business opportunity.

4.10 You are not permitted to use the following items in the Event:

a. any pets or animals; or

b. any other item that could potentially inhibit the flow or safety of other participants or which GRR, in its reasonable opinion, deems may cause danger or risk of danger to you ,your crew or other participants or spectators.

4.11 You warrant to GRR that you and your crew will on the Event Date:

- Be sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement. If You are in any doubt GRR recommends that You seek medical advice; and
- In all crews including juniors have at least one responsible adult of 18 years of age or over.

4.12 The GRR may from time-to-time issue reasonable rules or conditions to address Covid-19 including, but not limited to, testing, social distancing and/or the use of monitoring or tracking devices or software. You warrant that you and your crew will comply with all such rules or conditions.

## 5. Event Ejection and Disqualification

5.1 GRR reserves the right to refuse entry to the Event or to ask you and your crew 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 GRR, acting reasonably, believes:

i. may cause injury to You or another participant;

ii. may damage or harm the environment;

iii. in GRR's opinion is likely to cause offence; or

iv. 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 the clauses above.

c. in GRR's opinion you and your crew are unfit to participate in the Event due to:

- i. the consumption or use of alcohol or drugs;
- ii. an injury or illness;
- iii. You fail to arrive at the start location at the specified time; or
- iv. You are unable to make sufficient progress in the Event to allow you and your crew to complete the Event in line with timelines set by Event Officials. Competitors will only be eligible for a medal/certificate and to feature in the results in they complete the course before the official cut off time.

5.2 If, in accordance with clause 5.1, You and your crew are refused entry to the Event or the GRR asks you and your crew to cease participation in the Event, You must remove your boat's identification number and any tracking device and return them to an Official as soon as possible.

5.3 Participants will have their results annulled and be banned from all future events organised by GRR for a period of up to five years if:

- a. their Race 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;
- f. they commit any other breach of these Conditions of Entry or the Agreement.

5.4 In the event of a minor infringement of the rules the GRR or Event Official – may impose time penalties on any offending vessel. Such penalties are at the sole discretion of the organisers as to the quantum, inclusion and representation in the official results.

5.5 It is strictly forbidden at the Event to express or disseminate any insulting, racist, xenophobic, sexist, religious, political or other illegal/prohibited messages, particularly discriminatory propaganda messages, or otherwise be in possession of any such material.

## 6. Cancellation

### CANCELLATION BY YOU

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

6.2 You should inform us immediately in the prescribed manner if you and your crew need to withdraw for any reason a minimum of 6 weeks before the Event. Withdrawal in the 6 weeks before the race will result in a maximum refund of 80% and withdrawal in the 4-6 weeks before the event will result in a maximum refund of 50%. There will be no refund for withdrawals made in the 4 weeks running up to the race. If GRR is not informed, the Fee will not be refunded. If the entry has not already been deferred from the previous year, you and your crew may be permitted (at the GRR's sole discretion) to have a guaranteed

entry for the Event in the following year, subject to a successful application (which includes payment of the relevant Fee).

6.3

- In respect of an entry obtained through a charity, then the unused place will automatically revert to such charity.
- You will not be guaranteed an entry for the next GRR Event.

#### CANCELLATION BY US

6.4 The GRR is under no obligation to hold the Event and may cancel the Event for any reason.

6.5 GRR 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.

6.6 GRR may cancel, abandon or postpone the Event due to any Force Majeure Event. Such circumstances:

a. The GRR will, if practicable, provide written notice of such cancellation, abandonment or postponement to the address it holds on your entry. In the event that written notice is not practicable due to the timescales involved, GRR will use reasonable endeavours to provide other suitable methods of notice, including e-mail, mobile phone, text message, television and radio broadcasts;

b. (subject to clause 6.1) you and your crew will receive a refund of the Fee, unless You choose another option that GRR provides (which may include, but is not limited to, deferment). For the avoidance of doubt, GRR is under no obligation to offer alternative options should it cancel the Event; and

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

#### 7. Privacy, Data Protection, Medical Consent and Sound and Image Recording

7.1 Please read the GRR Privacy Policy carefully to understand how your personal data is processed. In particular, you and your crew acknowledge (regardless of whether you and your crew are successful in any application) that GRR may use any information provided by you and your crew for the following purposes:

a. for the processing of you and your crews application;

b. for the enforcement of GRR's legal rights;

c. to publish such information as part of the timing information of the Event. Timing information will only include you and your crews name and the time taken by your craft to complete the Event;



- d. to publish such information as part of the results of the Event and to pass such information to any regulating bodies or any affiliated organisation for the purpose of insurance, permits or for publishing results either for the Event alone or combined with or compared to other past events. Results may include (but not be limited to) crew name, any club affiliation, race times, occupations and age category;
- e. to track you and your crews progress in the Event;
- f. to send you and your crew health and safety and other relevant Event information;
- g. to notify you of events, activities, publications and services that may be of interest to you should you consent to receiving these from the GRR;
- h. to comply with GRR's statutory and regulatory obligations;
- i. if you are obtaining you and your crew's entry through a third party (such as a charity, sponsor, supplier, or business) to allow the third party to access you and your crew's information for the purpose of management and administration in respect of the entry; and
- j. For the reasons detailed in clauses 7.2 and 7.3.

7.2 In relation to medical matters You agree that:

- a. Your personal information (including medical information) can be stored, used, and disclosed by the GRR in connection with the organisation and administration of the Event and for the compilation of statistical information. If you become ill during or after the Event and/or receive medical attention or treatment either from Event medical staff, St John Ambulance, other medical services providers to the Event as contracted by the GRR or any doctor or hospital, You authorise such persons to provide details (including details of medical treatment) to the GRR Race Director of the Event or others authorised by her/him; and
- b. 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 the GRR, its employees, contractors, and volunteers or other trained personnel conducting the Event.

7.3 You acknowledge and, so far as is necessary under Applicable Laws, consent to being photographed, filmed or taped by the GRR 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, You and your crews 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.



7.4 You accept and acknowledge that it is in the GRR legitimate interests to use and publish and exploit the content detailed in clause 8.3 in this manner (including any personal data contained therein) as it requires the ability to: (a) publish, display, sell and distribute the Event by means of film, television, radio, print media, internet, publicity material (or any other media now known or in the future); and (b) use the images for its safety and security, promotional, training, editorial or marketing purposes, as determined in the GRR'S sole discretion (including use by commercial partners and accredited media organisations). Notwithstanding the foregoing, where required under Applicable Laws, You give you and your crew's consent to such use.

7.5 You and your crew shall not take, record and/or transmit any sound, image and/or description of the Event other than for you and your crews 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).

## 8. Changes to this Event

8.1 The GRR reserves the right to change the Event course or make any other amendment to the Event that the GRR deems necessary to stage the Event. Any material change to the Event will be communicated to you or the "named contact person" (See 3.1) specified on your entry for further communication to your crew and passengers at the Event, or sooner if practicable. The Named Contact person is responsible for this onward communication and not the GRR

- Should the Event course distance be changed or reduced in accordance with clause 8.1, you and your crew agree that the Event is still deemed to be staged and that the GRR will not be liable to you and your crew for any refund.

## 9. Liability

9.1 Other than is stated in clause 6, the GRR shall not be liable for any refund, loss (including indirect or consequential loss), damage or expense caused by a Force Majeure Event.

9.2 Subject to clause 9.5, in the event that the GRR is in breach of its obligations (under these Conditions of Entry or otherwise), the GRR shall only be responsible for such loss or damage suffered by you and your crew which was reasonably foreseeable as a result of the breach and in any event the GRR's maximum liability under these Conditions of Entry and the Agreement to You and your crew shall not exceed the amount equal to the Fees paid by you or on your crews behalf in respect of your entry to the event. The GRR shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time that You and your crew entered into a contract pursuant to these Conditions of Entry.

9.3 Subject to clause 9.5 and notwithstanding clause 9.2, the GRR is not liable for any business losses and the GRR will have no liability to You or your crew for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.4 Subject to clause 9.5, in any event, to the maximum extent permitted by law, the GRR hereby excludes any liability for loss, damage or injury to you and your crew and/or your and their property, including any indirect or consequential loss or damage, such as loss of enjoyment or travel or accommodation costs, 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.

9.5 Notwithstanding any provision in these Conditions of Entry, the GRR does not seek to exclude or limit its liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by the GRR's negligence or the negligence of any of its officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability by Applicable Laws (including you and your crews statutory rights and rights as a consumer).

9.6 You accept and acknowledge that while any COVID protocols introduced by the GRR from time to time are designed to reduce the risk of transmission of COVID, it is not possible to eliminate that risk entirely. You and your crew assume the risk of suffering an illness or fatality related to COVID as a result of Your participation in the Event, and agree (on Your own behalf and that of your crews and on behalf of your and their estate, heirs, successors and assigns) that GRR and its directors, officers, employees, agents and officials shall bear no liability in respect of any such illness or fatality, unless it is proven that the illness or fatality was suffered as a result of the wilful misconduct or negligence of the GRR. You will not bring any claim that is inconsistent with the foregoing sentence.

## 10. Severability and Amendment

10.1 The GRR reserves the right to change these Conditions of Entry, if necessary, to ensure proper and safe staging of the Event. The GRR will notify you or your nominated contact person as per your entry of any material changes via an email sent to the address indicated on your entry and you and your crew will have the choice to consent to such material changes or to withdraw your application or withdraw from the Agreement concluded with the GRR in accordance with these Conditions of Entry (as applicable).

10.2 Should any provisions of these Conditions of Entry be declared void, ineffective, illegal or unenforceable by any competent court, regulator or authority, the remainder of these Conditions of Entry shall remain in effect as if such void, ineffective, illegal or unenforceable provision(s) had not been included.

## 11. General

11.1 These Conditions of Entry have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the English version shall prevail.

11.2 The Agreement constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to the Agreement which is not already set out in the Agreement.

11.3 Any person not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

11.4 The Agreement is governed by the laws of England and Wales. The parties agree that the courts of London, England have exclusive jurisdiction to settle any dispute arising under or in connection with the Agreement. Notwithstanding the foregoing: (a) these Conditions shall not affect a person's statutory rights as a consumer, and in particular, if the claimant lives in Scotland they can bring legal proceedings in either the Scottish or English courts, or if they live in Northern Ireland, they can bring legal proceedings in either the Northern Irish or English courts; and (b) the GRR reserves the right to pursue legal proceedings in a competent court of you and your crews domicile, where such proceedings shall be governed and interpreted in accordance with English law.

## **Standards of Conduct for all Participants**

All individuals must understand that their own competitive aspirations or those of other members of the rowing community do not ever justify failure to promote and follow British Rowing's Code of Conduct, Regulations, Rules, and Policies.

### **All individuals must:**

2.1 - adhere to the letter and the spirit of British Rowing Codes, Regulations, Rules, and Policies, and those of their own Club, a Competition or relevant organisation.

2.2 - comply with the British Rowing Safeguarding, Anti-Doping, and Integrity Policies.

2.3 - not behave or conduct themselves in any manner which could bring the sport of rowing, British Rowing, its affiliated Clubs and Competitions into disrepute.

2.4 - not allow any form of behaviour that might violate any of British Rowing's Codes Regulations, Rules, or Policies to go unchallenged.

2.5 - not engage in acts of verbal or physical abuse.

2.6 - not use or encourage others to use illicit drugs whilst participating in rowing or assisting others in rowing.

2.7 - respect the rights, dignity and worth of other Participants, and not discriminate.

2.8 - act equitably and not allow any form of discrimination or victimisation to go Unchallenged.

2.9 - not engage in bullying or any other behaviour that could reasonably be viewed as inappropriate.

2.10 - avoid inappropriate relationships which involve one person having a position of authority.

2.11 - not carry out any acts for the purpose of cheating or the manipulation of competition.

### **All individuals should:**

2.12 - not drink alcohol, or be under the influence of prior drinking of alcohol, whilst participating in rowing, or coaching, officiating, or assisting others in rowing.

- 2.13 - be aware of and follow the guidance in place to ensure the health, safety, and well-being of all individuals in Rowing.
- 2.14 - follow the directions of coaches, instructors, umpires and officials of a Club, Competition, or relevant organisation.
- 2.15 - be a positive role model at all times.
- 2.16 - act in a sportsmanlike way during training and competition.
- 2.17 - not act in any way that would result in an actual or potential conflict of interest.

*All entrants agree to adhere to the above Ts & Cs and code of conduct at all times throughout their involvement, and in such a way that represents “Kids Matter” in a positive manner reflective of its culture and values. entrants understand and accept that they are responsible for their own safety and that of the others in the team whilst taking part and are aware of the potential risks of the activity whilst accepting full liability for any incidents that occur due to their nonadherence to the Ts & Cs.*