

## OMM UK Events Terms and Conditions

1. We have read and will comply with the rules of the race.
2. We declare that we will be, during the Event, sufficiently fit and healthy to participate in the Event unaided, If you are in any doubt we recommend that you seek medical advice.
3. We understand that the event may be held in adverse conditions and our decision to start is solely our own.
4. We confirm that we have all the necessary equipment, skills and experience to deal with the terrain and weather.
5. We are fully conversant with temperature related medical conditions (i.e. hypothermia, heat exhaustion etc.) and their treatment.
6. Where the route crosses or uses public roads we will respect the Highway Code and where specified cross at designated crossing points.
7. We accept that OMM reserve the right to modify the courses if necessary and to cancel the race in exceptional circumstances where the weather conditions make it inadvisable, or for other Force Majeure reasons. In this case, entry fees cannot be refunded (see para 10 for full refund policy).
8. In taking part we agree that:
  - 8.1 the Personal Information relating to us can be stored, used by OMM and its Event partners (Ark Consultants UK Ltd, Xpert Marketing, a subsidiary of M-Invent Finance GmbH, and Nomadics Corporation, NGOC, BOK) only in connection with the organisation, staging and administration of the OMM Event;
  - 8.2 health information provided to us will only be used to provide medical assistance if needed.
  - 8.3 the Personal Information relating to us may be anonymised and the anonymised data may be used by OMM and its OMM Event partners (see para 9.1) in connection with the compilation of statistical information and service delivery.
  - 8.4 digital media captured during the event may be used by OMM and its event partners (see para 9) for the promotion of the OMM brand (this includes agreement of parents/guardians on behalf of their dependent under the age of 18).
9. We acknowledge and agree that in no event shall OMM (their agents, employees, or Directors) be liable to either of us, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Event for any:
  - 9.1 loss or damage;
  - 9.2 loss of earnings;
  - 9.3 loss of reputation;
  - 9.4 loss of business, revenue or goodwill;
  - 9.5 loss of anticipated savings;
  - 9.6 pledges made on your behalf or by you to charity; or
  - 9.7 consequential or indirect loss, regardless of whether the loss or damage:
    - 9.7.1. would arise in the ordinary course of events;
    - 9.7.2. is reasonably foreseeable; or
    - 9.7.3. is in the contemplation of the parties, or otherwise.

Nothing in this Agreement shall affect the liability of OMM for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

10. We have read and understood the OMM refund policy below:

### **OMM GENERAL REFUND POLICY**

If you need to cancel your entry a refund (minus 10% admin fee) can be given as follows:

OMM UK (October) up to 90 days before the event

OMM Lite up to 60 days before the event

After this date we cannot offer a refund or transfer/defer your entry as we have already paid for your entry. The event is run on a not for profit basis and one of the ways of keeping the costs low is to agree numbers as far in advance of the event as possible, hence why it becomes more expensive to enter as we get closer to the event.

11. We have read and understood the OMM safeguarding policy below:

### **SAFEGUARDING POLICY**

- It is the policy of OMM Ltd to safeguard the welfare of all young and vulnerable people by protecting them from neglect and from physical, sexual and emotional harm. **All of us have a duty to report concerns or suspicions and a right to do so in confidence and free from harassment.**
- Children (U18s) that compete or visit the OMM event site must be accompanied by a suitable and responsible adult guardian. The guardian is responsible for the welfare of the child at all times.
- If you are concerned about the welfare of a young person or there is a concern, complaint or allegation about an adult or yourself whilst at an OMM Event you should contact the Safeguarding Officer via the Information desk.