



EVENT RULES

1 General

- a. The Event Organisers are 3D Events via Swim Run Jersey. They may appoint or delegate responsibilities to other third parties for the safe and efficient running of the Event in their sole and absolute discretion.

2 Entries

- a. All entries MUST be made fully through Race Nation.
- b. Entry fees are non-refundable unless the Event Organisers cancel the Event without reasonable excuse or materially move the date of the Event.
- c. Incomplete or entries containing false information MAY be rejected by the Event Organisers. In particular Participants MUST disclose dietary requirements, medical conditions and/or injuries when registering (and ensure they are appropriately updated) which could impact the Event Organisers ability to ensure their or others' safety.
- d. Entries are non-transferrable from any of one person/distance or date to another.
- e. Solely at the discretion of the Event Organisers, substitutions of one team member may be allowed, although the substituted competitor accepts any personalised items already ordered by the Event Organisers may not be appropriate to them.
- f. All Participants and volunteer marshals must be over 18 years of age on the date of the Event, EXCEPT that Participants may enter the Intro distance course provided they are over 15 years of age on the date of the Event AND a parent or guardian is in attendance at the Event throughout.
- g. Participants should only enter the Event if they are reasonably confident in their ability to complete the proposed course within the advertised time limits. Participants should use their own reasonable judgement during the Event to reassess this point and should alert the nearest marshal if they decide to withdraw or are in any doubt.
- h. Participants MUST attend Registration and the Safety Briefing as advertised by the Event Organisers.
- i. Participants acknowledge that by entering they confirm that they are fit and able to complete the proposed course, will follow the organiser's and marshals' instructions, compete with due care and attention to other competitors and third parties and will not hold the Event Organisers (and/or other organisers, marshals, spectators, associate entities and other competitors) responsible for any financial loss, damage or injuries (including fatal ones) as a result of participating.

3 Course

- a. The event course(s) will be made available to all Participants prior to the Event. While the course will be marked and volunteer marshals will be on the course, it is competitors' responsibility to ensure they follow the correct route.
- b. The Event Organisers reserve the right to amend the course.
- c. Competitors MUST follow the official course, which includes swimming (only) between each swim entry and exit points (or as directed by marshals and/or safety cover) and running (or walking) at all other points.
- d. Any changes to the Event course(s) to accommodate (for example but not limited to) changes in weather conditions will be communicated to competitors as soon as reasonably possible.
- e. Participants MUST arrive at each designated check point BEFORE the advertised cut off. Any Participants who arrive AFTER an advertised cut off MUST withdraw from the Event by handing over their race vests. Marshals will offer reasonable assistance to help participants to leave the course.
- f. Participants are responsible for ensuring that their race numbers have been recorded by the check point marshals.

4 Conduct

- a. Participants should read and familiarise themselves with these Event Rules.
- b. Participants should acknowledge they are sharing the course with the general public and should be both courteous and polite at all times.
- c. Gates found open should be left open, gates found closed should be properly closed.
- d. No littering is allowed ANYWHERE on the course. Within reason if you see a piece of litter which you think may have been dropped by another competitor, please pick it up and dispose of it either in a bin or at a check point.
- e. Participants who are racing as part of a team MUST remain within 10m of each other at all times.
- f. Participants should adhere to WADA rules and should not be intoxicated at any time during the race.
- g. Participants should be considerate of their fellow competitors and should offer assistance in an emergency even if this sacrifices their own race.

5 Equipment

- a. Participants MUST wear suitable footwear, carry a reusable cup or bottle and carry a whistle.
- b. Participants MUST wear the race vest and, while swimming, the swim cap (both provided by the Event Organisers).
- c. Participants MAY be required to carry or wear timing or other positioning equipment.
- d. With the exception of the Intro distance course, Participants MUST wear a wetsuit suitable for cold water (10C) conditions. For the Intro distance course a wetsuit is still recommended.
- e. Participants competing solo MUST carry a tow float (a pull buoy does not count) with them at all times (it must be inflated while swimming).

- f. Participants MAY use paddles, pull buoys, fins (not extending more than 15cm beyond their toes) and other floats (not exceeding 100cm by 60cm).
- g. Participants MAY NOT use any powered propulsion devices.
- h. Participants MAY carry any amount of nutrition/hydration with them.
- i. Participants MAY NOT receive any outside assistance including nutrition/hydration EXCEPT from marshals at designated check points OR as otherwise agreed in advance due to medical conditions.
- j. Participants accept full responsibility for any bags left with Swim Run Jersey.

6 Results

- a. The Event Start Time will be the time(s) recorded by the Event Organisers when the start is sounded.
- b. A competitor's finish time will be the time from the Start Time to the time when they or both they and their team mate have crossed the finish line of the Event distance they entered.
- c. Results, including any team name, gender(s), competitor names and times will be published as soon as reasonably possible after the event. Some results may also feature in articles and reports as deemed necessary by the Event Organisers for the promotion of future events and reporting of the current event. Results will also be shared with My SwimRun Championships and British Swim Run.
- d. Any mistakes or omissions should be communicated to the Event Organisers as soon as possible to allow for any revisions.
- e. Any appeals against another team or solo competitor's adherence to these Event Rules must be made as soon as reasonably possible and MUST include:
 - i) the race number of the competitor(s) involved, ii) the rule breached, iii) where the incident(s) took place and iv) details of any witnesses who can corroborate the appeal.
- f. Any team or solo competitor can be withdrawn from the Event at any time if, in the sole discretion of the Event Organisers, their continued participation puts either themselves or others at risk. If one member of a team withdraws then the other team member must do so also.
- g. Any team or solo competitor can be disqualified from the event at any time if, in the sole discretion of the Event Organisers, they have breached these Event Rules.

7 Rights

- a. The Event Organisers assert exclusive right to all official photographs and video (in whatever format they are stored) of the event (even if made freely available) and may use these for the promotion of and reporting of the current and future events.

8 Decisions

- a. Any decisions regarding disqualification or forced withdrawal from the Event will be at the sole discretion of the Event Organisers (taken in conjunction with the Race Director, volunteer marshals and other third parties as the Event Organisers deem appropriate).

b. Decisions made by the Event Organisers will be final.



Terms and Conditions

“Event” means the event named on the entry form.

“Event Category” means the different race categories or streams within the Event.

“Entry Fee” means the price of entry into the Event as set out in the entry form.

“Event Information” means information provided by the Event Organiser in relation to the Event.

“Participant” means the person named on the Entry Form who will be participating in the Event.

“Event Organiser” means 3D Events, a limited company

“Race/Event Pack” means the official pack issued by the Event Organiser to the Participant containing all relevant Event materials.

“Event Rules” means the official rules published by the Event Organiser and made freely available to all participants.

(i) I am participating in the Jersey Swim Run or any event outlined in this application (collectively “the Event”) entirely at my own risk and responsibility and understand the risks posed by participation which include, but are not limited to, injury, loss or damage caused by exceeding safe physical exertion threshold suitable for each participant, other runners, swimmers, spectators, volunteers, vehicular traffic, water craft, weather and course conditions, equipment, litter and other items.

(ii) I understand that I am responsible for my own training for the Event. I am fit and medically able to participate in the Event and have obtained appropriate medical advice and clearance to participate in such a physically demanding event.

(iii) Unless otherwise notified by the Event Organiser I understand that the conditions of participation in the Event are subject to fully complying with the Event Rules.

(iv) The Event Organiser may introduce cut off times as they see fit as part of the Event Rules, being limits on the time taken to complete sections of the Event (as initiated by the Event Organiser at its discretion) to ensure the safe and proper running of the Event. Subsequently, Participants may be instructed to withdraw from the Event in accordance with imposed cut off times. Please refer to the Event Information.

(v) I understand that I must ensure my insurance cover extends to include my equipment whilst taking part in the Event and the Event Organiser cannot accept any responsibility for

loss or damage.

(vi) I understand that Entries for Sprint, Standard and Full Distance races must be at least 18 years old on the day of the Event.

(vii) I understand that Entries for Intro Distance races must be at least 15 years old on the day of the Event.

(viii) All decisions and rulings by the Event Organiser, its employees and its agents are considered final. Accordingly, I will comply with all Event Rules and all instructions and guidelines given by stewards, marshals, and safety personnel. I acknowledge and agree that the Event Organiser will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the safety, running and organisation of the Event, the rules of the Event, the timings/finish times and the placings.

(ix) All Entry Fees are non-refundable. In the situation where the Event is cancelled, all entries will be transferred to the next event. The organisers retain the right to refuse entry to anyone declaring false information on their entry form, not making the required payment, or otherwise failing to meet the stated entry requirements.

(x) The Event Organiser reserves the right to alter the start time of the Event. In the event of a change of start time the Participants will be notified of the revised start time with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in start time for an Event provided the Event takes place on the specified date of the Event.

(xi) The Event Organiser reserves the right to alter the race format and/or duration, if the weather or sea conditions are deemed unsafe by the organisers and/or their advisors. In the event of a change to the published race format, the Participants will be notified of the revised race structure with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in event structure, where enforced by factors outside the control of the Event Organiser.

(xii) I, for myself and my heirs, personal representatives, executors estate and assigns, release and discharge all persons and entities associated directly or indirectly with the Event from all claims, demands, costs, expenses and costs, proceedings arising out of my participation in the Event and I hereby indemnify them against all liability (including but not limited to liability for and in respect of all injury, death, loss or damage) arising out of or connected with my participation in the Event. For the purpose of this declaration, persons and entities associated with the Event include, but are not limited to 3D Events, event sponsors, officials, marshals, volunteers and the directors, employee agents and representatives of all or any of the aforementioned.

(xiii) If I am injured or taken ill or otherwise suffer any detriment whatsoever I hereby irrevocably authorise the Event officials and organisers, at my risk and cost, to transport me to a medical facility and/or to administer emergency medical treatment and I waive all claims that might result from such transport and/or treatment or delay or deficiency therein and shall pay or reimburse to you my medical and emergency expenses and I hereby

authorise you to incur the same and shall provide to race officials such medical data relating to me as they may request. I agree that nothing herein shall oblige the Event officials or Event Organisers or any other person to incur any expenses or to provide any transport or treatment.

(xiv) I shall not hold the Event Organisers of this Event responsible for loss in transit of my entry form and/or cheque sent along with the entry form.

(xv) I understand that I shall not be eligible or entitled to participate in the Event until full payment of the Entry Fee has been received by the Event Organiser. No payment shall be deemed to have been received until the Event Organiser has received cleared funds.

(xvi) I understand that un-returned timing chips may incur a reasonable replacement cost, where relevant.

(xvii) I give permission for my personal information to be processed for the purposes of event administration in line with the Event Organiser's Privacy Policy a copy of which is available in the Event Information.

(xviii) Unless I confirm otherwise in writing to the Event Organiser (c/o 3D Events, 1 Waterloo Street, St Helier, Jersey, JE2 4WT), I give permission for my name, quotes and photographic likeness in still photography or video to be used for marketing and promotional purposes.

(xix) The Event Organiser will use best endeavours to provide an Event finish time for the Participant however it cannot be held responsible for any computer result anomalies or any technical malfunctions.

(xx) If the rule of law prevents any of the above paragraphs or any part of them from being enforceable then they shall be construed so as to give the maximum possible protection to all persons and entities associated directly or indirectly with the Event.

(xxi) Without prejudice to the generality of the foregoing the release and indemnity in paragraph xii above shall operate to release and indemnify the same persons from any claims arising out of the cancellation or early termination of the whole or any part of any Event upon the grounds of safety.

(xxii) These terms and conditions of entry are to be governed by and construed in accordance with the laws of Jersey and each Participant irrevocably submits to the non-exclusive jurisdiction of the Court of the Island of Jersey.

(xxiii) The Event Organiser accepts no responsibility for events outside the Event Organiser's control causing the Event to be cancelled or altered from that advertised. I accept that the Event Organiser may be required to cancel or alter the Event in the instance of severe weather conditions, pandemic, war, change in local law or other unforeseen reasons that make operating the original event impractical, unsafe or unfeasible. I accept that all entries

are non refundable in such a circumstance and I will instead have my entry transferred to the next event.

(xxiv) In the case of an injury in advance of the Event, athletes who suffer injury and wish to defer their entry due to genuine medical or injury purposes must write to the Event Organisers as soon as possible with supporting evidence. The Event Organisers will approve reasonable requests for deferral. An approved deferred entry will only be valid for one year.



Privacy Notice

Swim Run Jersey ("SRJ") is subject to Jersey data protection legislation which from 25 May 2018 is the Data Protection (Jersey) Law 2018 in addition to the General Data Protection Regulation ("GDPR"), where applicable.

SRJ is committed to protecting and respecting your privacy. As such this policy details the basis upon which we collect and/or process your personal information.

This Privacy Notice has been drafted in a clear and transparent manner so that all SRJ competitors and volunteers are able to understand how SRJ collects and processes their data in order that they can provide consent to certain uses of personal data as outlined below.

Personal data

"Personal data" means information about a living individual (the "data subject") who can be identified from that data (either by itself or when combined with other information).

What personal data do we collect and how?

We collect and process various categories of personal data when you register for one of our events. We will limit the collection and processing of data to information necessary to adequately deliver the event you have registered for. Personal data may include:

- The registrant's name and address
- The registrant's date of birth
- Parent/Guardian/ICE's contact details (email address, mobile phone number and landline)

We may also require personal data defined as "special category data" for specific and limited purposes, such as ensuring that the registrant is able to race safely and for the provision of any merchandise connected with the event (eg tshirt size). We will only process special categories of information where we've obtained your explicit consent or are otherwise lawfully permitted to do so. This may include but is not limited to: physical health details or medical conditions.

How we obtain personal data

Your personal data is made up of all the personal information and documentation we collect and hold about you. It includes:

a. Information and documentation you give to us via your registration forms; b. information and documentation that we learn about you through our relationship with you; and c.

information and documentation that we gather from publicly available sources, such as results published elsewhere.

Who has access to your data?

Members of the delivery team, including but not limited to (3D events), Race Nation (see below), event volunteers and third parties (eg Normandy Rescue and Le Mourier Surf School) have access to registrant's data in order for them to carry out their roles at events.

Why do we need your personal data?

SRJ needs your personal data for the following reasons:

- in order to process your entry in our event
- for event results
- to ensure that registrants are safe at all points (medical information and next of kin/ in case of emergency information)
- to keep you updated with our events
- to provide news and event updates
- to provide details of changes of dates and venues
- to provide periodic updates and press releases/ race reports.

Basis of use

SRJ collects personal data that is necessary for the purposes of its legitimate interests as an event organiser.

SRJ requires consent from registrants for the using/processing of personal data for the purposes of publishing results, photos and providing the media with event reports. At every event we request confirmation that we are able to utilise photos for race reports in the JEP, Facebook and/or the website or similar outlets.

How long do we keep your personal data?

We retain your personal data for as long as reasonably required. Historic event results and reports will be retained on our website and those outlets that have published the results as reports.

Your rights

As a data subject you have certain rights, these include the right of access (commonly known as a subject access request), the right to be informed (as set out in this privacy notice), the right to amend your details, the right to be forgotten (or erase your details), the right to restrict what we do with your data, the right to transfer data and also to object. Should you have any questions on this privacy notice or wish to exercise any of your rights please contact 3D Events (enquiries@3d-events.co.uk).

You are also entitled to withdraw your consent at any point. Please contact SRJ (enquiries@3d-events.co.uk) should you wish to withdraw consent.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place physical, electronic procedures to safeguard and secure the information we collect. Much of the information you provide is held via a third party provider (see below).

Sharing with third parties

We may need to share your personal data with third parties but we shall not do so except:

- where we have your express permission; and
- where it is required in order for you to enter into an event.

SRJ use the platform Race Nation in order to facilitate registration for events and also for member details. Race Nation is the data controller for the personal data you input and as such has its own privacy policy which can be found <https://www.race-nation.com/privacy/>

Data Protection Authority

If your queries, concerns or complaints are not resolved by SRJ in a satisfactory manner you are entitled to contact the local data protection authority, as below

Data Protection Authority

Address: Brunel House, Old Street, St Helier, Jersey, JE2 3RG.

Tel: +44 (0)1534 716530

Email: enquiries@oicjersey.org