



## Hillside Outside 2021 – Terms and Conditions

Please retain these terms and conditions for future reference:

### REGISTRATION/ENTRY

- \* This agreement starts with the entry.
- \* By using this system to register your details, or enter an event you consent to the conditions described below:
- \* You must be at least 16 years old to use this entry system. You may only use the system for registering your own details and for those of other friends, family and club mates who have granted their permission.
- \* If registering a person under 16 years of age you must obtain permission from the parent or legal guardian of the person you are registering.
- \* Entries will be taken online and will be given on a first come first served basis.
- \* Please bring your entry confirmation of entry with you on the day (for sign-on.) All riders must sign on before the race - full event description and important riders information will be emailed directly to riders prior to the event. Racers under age of 16 must be signed on by their parent, or other legal guardian. If the registered starter cannot attend the race, they have no right to reclaim the registration fee. No rider may use another rider's event number.
- \* When entering an event we ask for each person's name, date of birth, gender and for any other details required by the event. When entering events on behalf of other people you must obtain their permission to provide this data.

### REFUND POLICY

- \* If for any reason you are unable to attend the event, refunds will be available on request as follows:
  - o +2 months prior to event date | 75% refund
  - o 1- 2 months prior to event date | 50% refund
  - o Less than 1 month prior to event date | No refund

### CANCELLATION

- \* If the safety of riders and staff becomes an issue we may have to cancel an event, or if we have to cancel the event for reasons outwith our control. This will be announced on our website as soon as possible before the event, and riders will receive a refund minus an admin fee.
- \* If a race is cancelled due to adverse or dangerous conditions any time after 72 hours prior to the start of the event we will refund a percentage of the entry fee taking in account any outlaid costs.

### NUMBER BOARDS

- \* Every rider will get a number board or race bib. This must be fixed in front of the handlebar or as instructed in event information and should be readable throughout the competition.

### BIKES, SAFETY, COURTESY, COMMON SENSE

- \* Every rider is responsible for their bike and equipment. The condition, quality and construction of these should be suitable to ensure the safety of the rider and others.
- \* Helmets are compulsory and must be done up properly at all times on course. Either open or full face helmets are permitted.
- \* Gloves are recommended.
- \* Overtaking etiquette: Please be polite as aggressive riding behaviour is never acceptable. A friendly eg. "rider on your left" call is fine. Choose safe places to overtake. Never force another rider to take evasive action if you are passing.  
If a faster rider is behind you, please allow them past at the earliest safe place.



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- \* Course cutting will lead to disqualification.
- \* Moving any course marking tape will result in disqualification from the event.
- \* Bar end plugs must be fitted.
- \* No goggle tear-offs allowed.
- \* All competitors must sign on and pick up their number board before riding the course for practice or racing.
- \* If you retire for any reason please inform an event official.
- \* All instructions given by race officials must be observed.
- \* All equipment used at an event must be fit for purpose and ridden / used at riders own risk.
- \* The race is open to all professionals and amateur riders, no licence is required unless specified.
- \* The Borders are beautiful, please don't drop any litter. Leave nothing behind, take everything with you.

## RESPONSIBILITIES

- \* Every rider, or their team leader, must attend race briefing as specified. Team leaders are responsible to share all relevant safety and event information with other team members.
- \* Riders attend the race on their own account and at their own risk. The rider is responsible for the safety of his/her bike and clothes. The organisation is not responsible and cannot be held responsible for any injuries and/or damages as results of any action during the event.
- \* This agreement starts with the entry. The organisation reserves the right to make any necessary changes or even to cancel the whole race according to safety problems at any time in the race, official orders, government laws and other unforeseen events.

## PROTEST

- \* Protests against the result or disqualifications should be addressed to the Event Organisers, within 30 mins of the end of the race.

## WAIVER OF LIABILITY

- \* Every rider understands and admits that his participation in the race is voluntary. He assumes full responsibility for any injuries or damages from his participation in the race. He recognises and understands that the activities may be hazardous, that his participation is solely at his own risk and that he assumes full responsibility for any resulting injuries and damages that may occur.
- \* Every rider affirms, that he is in good health. He declares that he is physically fit and capable to participate in the race.
- \* Every rider has to acknowledge that he has read and understand this entire waiver of liability and agrees to be legally bound by it.

## WITHDRAWAL

- \* The racing officials hold the right to withdraw starters if they feel there is a danger for the starter or any other person.

## DATA PROTECTION ACT 2018 – Personal Data

- \* By submitting an application to take part in an event, the participant also allows the event organisers to use personal data for campaigns and activities connected specifically to that event, future editions of that event and other related events.
- \* The personal data and entry specific information you give will be used by the Event Organisers for the purpose of processing and publishing entries and results and of maintaining participant information. We may pass your information to our third party service providers, agents, subcontractors and other associated organisations only for the purposes of event-related activities, or providing services on our behalf eg. timing. Only the necessary personal information will be



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shared. This data will never be used for third party direct marketing or any other purposes. We undertake this data sharing on the basis of our legitimate interests and participant services and safety.

- \* The organisers shall have unlimited rights to publish pictures and videos of the participants; to forward these photos to media representatives and to use them for marketing activities.
- \* To register for this event, you must provide a valid email address so we can send you confirmation of your registration and of any entries you make. The email address supplied (and any email addresses given when registering other people) may be used by the Event Organiser to send out information about the events you enter. It may also be used after the event ends to send follow-up information about the event / future events / memberships they may organise.
- \* Credit and Debit card details are held solely by the Payment Service Provider and are unknown to the Event Organisers.
- \* In the event of a medical incident information may be shared between the Event Organiser (Hillside Outside Ltd) and the emergency service providers (including but not limited to Tweed Valley Mountain Rescue, Scottish Ambulance Service, Scottish Police). This ensures that all parties have the information required to provide safety and medical services, to best manage the incident and any subsequent requirements.
- \* Full Privacy Policy [http://hillsideoutside.com/privacy\\_policy.pdf](http://hillsideoutside.com/privacy_policy.pdf)