

# Please take your time to read the Team Entry Agreement

The Monkey Run is genuinely dangerous, so in today's legal climate we need an agreement that means you take responsibility for yourself and the risks that you will face when you participate in this adventure.

The agreement also covers things like media rights which we try to use to wangle a bit of extra cash to make the events even better. They are only intended to secure the commercial side of things and we won't get in the way of you making films for your own entertainment or for publicising your own team in newspapers and things. In fact, we love seeing our events on the telly so if you have a commercial project in mind drop us a line and we will try to work with you to make it happen.

So sit back, make a cup of tea and **read the following carefully**. Be sure exactly what it is you're about to sign up to, and if you are happy, then tick to confirm you agree to the following terms and conditions, and understand the agreement you are entering into, then you can get cracking with the actual adventure.

If you have any questions concerning any element of this agreement, then please get in touch with Adventurists HQ by telephoning +44 (0)117 4223400 or e-mailing us at [monkeyrun@theadventurists.com](mailto:monkeyrun@theadventurists.com).

## The Monkey Run Team Entry Agreement

### THIS AGREEMENT IS MADE BETWEEN:

(1) THE LEAGUE OF ADVENTURISTS INTERNATIONAL LIMITED, a company incorporated in England and Wales (company registration number 05995303 ) whose registered office is at 14 Whitehouse Street, Bristol, BS3 4AY, United Kingdom (" the Company ");

(2) The individual whose name, address and contact details are specified in this application for this adventure (referred to as a "Team Member" and together with other members of the team referred to as "the Team" )

### RECITALS:

(A) Words and phrases defined in clause 1.1 below shall have the same meanings in these Recitals.

(B) The Company owns or controls all rights in and to the Event, and intends to stage and manage the Event.

(C) The Team wishes to enter and participate in the Event.

(D) The Company has agreed to accept the Team's entry for the Event conditional upon the Team entering into this Agreement and participating in the Event upon and subject to the terms and conditions of this Agreement (the "Terms of Entry") and the Event Rules.

### Operative Provisions:

#### 1. Definitions

1.1 The following terms shall have the meaning set out opposite them below unless the context otherwise requires:

1.1.1 " **Commercial Partners**" means any third party with whom a contract is lawfully concluded for the exploitation of the Commercial Rights;

1.1.2 " **Commercial Rights** " means any and all rights of a commercial nature connected with the Event including, without limitation, broadcasting rights, sponsorship rights, merchandising and licensing rights, ticketing rights, promotional rights, catering and hospitality rights, New Media rights and interactive games rights;

1.1.3 " **Designated Starting Point** " will be the venue decided by the Company and notified to the Team, being the place from which the Event shall commence on the first day of the Event Period;

1.1.4 " **Designated Finishing Point** " will be the venue decided by the Company and notified to the Team, the destination at which the Event is designated to finish;

1.1.5 " **Effective Date** " means the date of signature of this Agreement or the date thirty (30) days prior to the first day of the Event Period, whichever the earlier;

1.1.6 " **Entry Fee** " means the amount of £1295 pounds sterling or another amount as agreed by the Company and paid via an approved payment method, which is inclusive of VAT where applicable;

**1.1.7 " Event "** means Monkey Run January 2023 edition, a driving endurance challenge running from the Designated Starting Point to the Designated Finishing Point taking place during the Event Period;

**1.1.8 " Event Director "** means the person appointed by the Company as being responsible for the overall administration and management of the Event;

**1.1.9 " Event Period "** means the inclusive period from 30th December 2022 to 7th January 2023 or such longer or shorter period as the Company may notify to the Team;

**1.1.10 " Event Manual "** means the manual set out in the Schedules;

**1.1.11 " Event Marks "** means the event titles, words and logo(s) which are owned or controlled by the Company and which appear in Schedule 2;

**1.1.12 " Event Rules "** means the rules in respect of the Event as contained in the Event Manual and/or as notified by the Company to the Team;

**1.1.13 " Event Schedule "** means the schedule of relevant dates, activities and events relating to and/or comprising part of the Event as set out in Schedule 3;

**1.1.14 " Fundraising Rights "** means those rights granted to the Team (if any) pursuant to the Terms of Entry and/or the Event Rules;

**1.1.15 " Intellectual Property Rights "** shall mean all present and future right, title and interest in any trademarks, service marks, registered designs, utility models, design rights, copyright (including copyright in computer software, film, sound and photographs), database rights (including in relation to technical data and results), trade secrets and other confidential information, know-how, business or trade names (including internet domain names and e-mail address names) and all other intellectual and industrial property and rights of a similar or corresponding nature, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights.

**1.1.16 " New Media "** shall mean broadcasts via cellular mobile telecommunications systems on cellular telecommunications devices and/or the world wide web, as such technology is modified, developed or replaced from time to time;

**1.1.17 " Officials "** means the director(s) of the Company and other persons nominated by the Company;

**1.1.18 " Payment Method "** means payment via the Monkey Run website registration and payment system or via such other method as the Company may stipulate;

**1.1.19 " Relevant Law "** means all legislation, codes of practice, standards, guidelines and regulations (in each case having the force of law) together with all applicable regulations and rules (including the Event Rules) applicable to the subject matter (whether obligations, goods or services) in question;

**1.1.20 " Team Members "** means the members of the Team, jointly and severally;

**1.1.21 " Term "** means the inclusive period from the Effective Date until 8th February 2023;

**1.1.22 " Territory "** means the World;

**1.1.23 " Vehicle "** means the monkey bike (of the same specification (or similar) to that set out in Schedule 4), that will be hired out to the Team in accordance with the Event Rules and which must be used by the Team to participate in the Event.

**1.2** Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

**1.3** References in this Agreement to clauses and schedules are to clauses and schedules to this Agreement.

**1.4** References to any statute shall include references to such statute as it may after the date of this Agreement from time to time be amended, supplemented or re-enacted.

**1.5** The headings in this Agreement are inserted for convenience only and shall not affect its construction.

**1.6** The word " including " is not to be treated as a word of limitation.

## **2 Entry and participation**

**2.1** The Team hereby agrees to enter and participate in the Event using the Vehicle upon and subject to the Terms of Entry and the Event Rules.

**2.2** For the avoidance of doubt, each Team Member shall observe and abide in every respect by the Terms of Entry and the Event Rules and any decision of the Company or the Event Director. Such decisions shall be binding on the Team Members, who acknowledges that they shall not have the power to revoke or alter any such decisions.

### **3 Title**

**3.1** The Event shall be named "Monkey Run January 2023" or such other name as the Company shall notify to the Team.

**3.2** The Team shall use their best endeavours to refer to the Event with the title in clause 3.1 above at all times and in particular during any performance of the obligations set out in clause 6.

### **4 Entry fees**

**4.1** In consideration of the acceptance of the Team's entry to participate in the Event by the Company, the Team agrees to pay the Company the Entry Fee. Such Entry Fee shall be paid to the Company within 2 hours of obtaining the option to enter a team from the Company website via the Payment Method or by such other means as specified by the Company.

**4.2** For the avoidance of doubt, failure to pay the Entry Fee in full by the date specified in clause 4.1 shall entitle the Company to disqualify the Team from participation in the Event.

### **5 Obligations of the Company**

**5.1** The Company represents, warrants and undertakes:

**5.1.1** that it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;

**5.1.2** to organise, manage and stage the Event;

**5.1.3** without prejudice to clause 5.1.2, to organise the Event Schedule and provide a copy of the Event Schedule to the Team on or before the commencement of the first day of the Event Period. During the Term, the Company will also notify the Team as soon as practicable of any updates or amendments to the Event Schedule;

**5.1.4** that, subject to clause 7, it shall grant the Team a non-exclusive royalty-free licence to use the Event Marks solely in connection with in connection with the Fundraising Rights and/or promoting the Team as an entrant of the Event to prospective sponsors and for the duration the Event Period or whilst the Team is an entrant in the Event only (whichever the shorter); and

**5.1.5** that it owns or controls the Event Marks and shall take all measures it considers reasonable during the Term to protect its rights in the Event Marks from infringement by any third party.

### **6 Obligations of the Team**

**6.1** The Team (including, for the avoidance of doubt, each Team Member, jointly and severally) hereby represents, warrants and undertakes that (at its sole expense where relevant and unless otherwise specified):

**6.1.1** it has, and will continue to have throughout the Term, full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it hereunder;

**6.1.2** each Team Member is or will be 18 years of age or older as at the Effective Date;

**6.1.3** any Team Member(s) who drive the Vehicle or undertake any other permitted activity in the Event holds a valid driving license and any other licenses or permits required to undertake such permitted activities and shall disclose copies of the same to the Event Director or any Official on demand;

**6.1.4** without prejudice to clause 12, be solely responsible for determining by what route and upon what basis the Team shall drive the Vehicle from the Designated Starting Point to the Designated Finishing Point and the means by which the Vehicle will be transported from the Designated Starting Point to the Designated Finishing Point (and vice versa) and between any other two or more destinations whether during the Event Period or otherwise;

**6.1.5** it will remain solely liable for the payment of all and any taxes, surcharges, levies, imposts, fines, penalties or similar charges incurred by any Team Member in connection with the participation of the Team in the Event;

**6.1.6** upon request each Team Member shall wear any item of clothing and/or Event passes/identification at all relevant times when attending any

promotional activity or any other occasion conducted in connection with the Event;

**6.1.7** it shall not do anything or permit anything to be done which might adversely affect the Commercial Rights or the value of the Commercial Rights;

**6.1.8** it shall observe and comply with, in addition to the Terms of Entry and the Event Rules, all Relevant Laws and any other directions, codes of practice or guidelines imposed by national law or any competent authority applicable to the Event;

**6.1.9** it shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Company including those relating to the organisation, staging, safety and image of the Event;

**6.1.10** it shall ensure that neither it nor any of the Team Members make any defamatory or derogatory statements or take part in any activities which are or might be derogatory or detrimental to the reputation, image or goodwill of the Company, the Event or any Commercial Partner; and

**6.1.11** it acknowledges the importance of co-operating with the media to obtain maximum coverage and exposure for the benefit of the Event and agrees to co-operate with all reasonable requests of such nature by the Company and/or any broadcaster or other Commercial Partner of the Company.

**6.2** Without prejudice to the above, the Team shall ensure that, as a minimum, the petrol tank is to be made available to be branded by the Company with all or some of the Event Marks or any logo or brand of any Commercial Partner as directed by the Company.

**6.3** The Team will ensure that any person who wishes to join the Team as a Team Member after the Effective Date will read and accept the Team Entry Agreement (the "Team Entry Agreement") online. For the avoidance of doubt, unless and until the Company can confirm that the Team Entry Agreement has been accepted in respect of a relevant person (s) wishing to join the Team as a Team Member, such person(s) shall not be entitled to become a Team Member or participate in the Event.

## **7 Intellectual Property**

**7.1** In consideration of the acceptance of the Team's entry to participate in the Event by the Company, the Team hereby acknowledges and agrees that all Intellectual Property Rights arising from and in relation to the Event including its name, logotype, format and films and photographs of the Event shall be exclusively vested in the Company.

**7.2** The Team further acknowledges and agrees that it shall not obtain any right in the Intellectual Property Rights arising from or in relation to the Event by virtue of its entry or otherwise, and it will (and will procure, for the avoidance of doubt that each Team Member and/or any other persons associated with the Team) do nothing to damage the Company's rights set out in clause 7.1.

## **8 Commercial rights**

**8.1** Without prejudice to clause 7, the Team acknowledges that the Company will be seeking to maximise the income from the exploitation of the Commercial Rights for the Event by entering into a number of agreements with Commercial Partners. The Team undertakes to co-operate with the Company and the Commercial Partners in order to protect the Commercial Rights and in particular, the Team agrees that, unless agreed in writing by the Company and save as permitted by the Fundraising Rights granted to the Team:

**8.1.1** no Team Member will assert any claim to use, sell or exploit any of the Commercial Rights in connection with the Event and the Team will not develop or acquire any rights in relation to the Event which are similar to or compete with the Commercial Rights;

**8.1.2** no Team Member will, during the Event Period, directly or indirectly allow it's or his or her name, image or likeness to be used in an advertising or endorsement or for any commercial purpose which involves a direct or indirect association with the Event and/or seeks to exploit (whether implicitly or explicitly) any connection therewith;

**8.1.3** no use shall be made by the Team or any Team Member of the description of a product or service as being the "Official" product or service of the Team's participation in the Event;

**8.1.4** the Team shall permit a designated Team Member to film all or any part of the Event provided that:

(a) the cameraman observes all directions as to filming made by the Company;

(b) not more than one additional copy is made of that film;

(c) the film is made and used only for private use and that no part of the film is exhibited or distributed or otherwise exploited in any format whatsoever to any public or private audience or for any other broadcast of whatever nature without the written permission of the Company. Any Team Member who makes such a film pursuant to this clause hereby assigns with full title guarantee to the Company all rights of any nature whatsoever in perpetuity including copyright in any such film.

**8.1.5** the Team shall be permitted to establish a Team website in connection with its participation in the Event provided that such website is operated pursuant to this Agreement (including clause 8.1.1) and in accordance with the relevant section(s) of the Event Rules.

## **9 Media Rights**

**9.1** The Team undertakes on behalf of itself, each Team Member and any other persons associated with the Team that it and they hereby consent in perpetuity and on a royalty-free basis throughout the Territory to:

**9.1.1** the use of their names, initials, nicknames, signatures, photographs, likenesses, voices, quotations, biographical details, fame and reputation, the name and photograph of the Team's Vehicle, the names and logotypes of the sponsors and suppliers who appear on the Vehicle and on the Team's clothing:

**9.1.2** in all contexts;

**9.1.3** in all media (including New Media) now known or hereafter devised, including, without limitation, theatrical exhibition in cinemas, all forms of television and radio broadcasts, all print media (including, without limitation, all consumer and trade magazines and catalogues, newspapers and other periodicals), posters, banners, street vision monitors, airliners and ships, in-store ads and all other point of purchase advertising and promotional materials, train and bus wraps, mobile phones, direct mail, billboards, and internet sites,

**9.1.4** for all advertising, promotion, endorsement, broadcast, merchandising and/or gaming purposes of the Company, the Commercial Partners and any other approved third parties at the discretion of the Company.

**9.2** For the avoidance of doubt, the Team shall have no right to approve the use of the rights licensed under this clause 9.

## **10 Termination**

**10.1** The Company shall have the right at any time to terminate this Agreement immediately by giving written notice to the Team in the event that the Team or any Team Member:

**10.1.1** has committed a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in time for the Event;

**10.1.2** has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within seven (7) days of being required by written notice so to do;

**10.1.3** enters into any arrangement with its creditors and/or suffers any event of bankruptcy or insolvency, save in circumstances which are approved by the Company.

**10.2** The Company shall have the right to terminate this Agreement by providing fourteen (14) days' notice in writing to the Team in the event that it no longer wishes, or is no longer able, to stage the Event.

**10.3** Without prejudice to any rights which the Company may have whether pursuant to this Agreement or otherwise, if the Team or any Team Member defaults on or is in breach of any of its obligations hereunder and fails to remedy such default or such breach forthwith upon notice from the Company stipulating the same, the Company may intervene (at the sole cost of the Team, which shall indemnify the Company from any liability in respect of such costs) in the carrying out of any obligation of the Team or any Team Member hereunder to ensure its proper and timely performance.

## **11 Force Majeure**

**11.1** A party (the "Affected Party" ) shall not be held liable or deemed to be in default under this Agreement for any failure to perform its obligations if such failure results directly or indirectly from circumstances beyond the Affected Party's reasonable control ( "Force Majeure" ). Force Majeure includes but is not limited to strikes, lock-outs, civil warfare, flood or fire damage, environmental calamity, inclement weather, acts of God, legal enactment, governmental order, regulatory enactments and/or orders, imposition of sanctions by a country against the territory where any part of the Event is to held that adversely affects the staging of the Event or the import/export of a Vehicle into/out of any territory, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), epidemic and disease, civil strife, terrorism (threatened or actual), and war. Subject to clause 11.2, the Affected Party must continue to perform its other obligations to the extent that they are not affected by the Force Majeure and must use all reasonable endeavours to overcome or remove the Force Majeure as quickly as possible.

**11.2** If any event of Force Majeure delays or prevents the performance of the obligations of either party for a continuous period of fourteen (14) days, the party not so affected shall then be entitled to give notice to the Affected Party to terminate this Agreement with immediate effect without penalty. Such a termination notice shall be irrevocable except with the consent of both parties.

## **12 Acknowledgement of risk**

**12.1** Each Team Member recognizes and acknowledges that participating in the Event with the Vehicle is a potentially dangerous activity and may involve (a) entering into certain parts of the Territory (via a route chosen by the Team and not, for the avoidance of doubt, by the Company) which are considered highly dangerous and unsuitable for foreign travel due to reasons including the applicable physical terrain or political and/or social climate and (b) using equipment (including the Vehicle) that is being pushed to its limits and may be defective and which can expose the Team Members and others to a high degree of risk of serious bodily injury or death, which may be caused by any Team Member's actions or omissions or by the actions or omissions of others.

**12.2** In recognition of these facts, and for the consideration set forth in this Agreement, each Team Member elects voluntarily to enter into this Agreement and assume all risks of loss, damages, injury or death that may be sustained, and each Team Member will participate in the Event with the Vehicle in accordance with this Agreement at their own risk.

**12.3** Save in the event of any negligent or wilful act or omission on the part of the person or entity concerned, none of the Company, any Official or the Event Director or any of their respective officers, agents or employees, shall be liable to any Team Member for death or personal injury, damage to property or other loss or damage of any nature whatsoever suffered by any Team Member (including where applicable any loss or damage caused to the Vehicle) whether arising from participation in the Event or otherwise.

**12.4** Under no circumstances shall the Company be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by any Team Member including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

**12.5** Except where expressly provided in this Agreement, each Team Member jointly and severally undertakes to the Company to be liable for any death or personal injury to third parties, damage to property or any other claims, losses, costs (including, without limitation, all reasonable legal costs) or demands arising out of any negligent or wilful act or omission of any Team Member during the Event Period, whether arising from participation in the Event or otherwise.

**12.6** Each Team Member jointly and severally undertakes and agrees that it will irrevocably indemnify and hold the Company harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damage arising from a breach of the Team or any Team Member's representations, warranties or undertakings contained herein or arising from the acts or omissions of the Team or its Team Members, respective officers, employers, agents or sub-contractors.

**12.7** The Team shall ensure that each Team Member shall take out death, accident and health insurance for itself and that the Team obtains all insurance required for the participation of the Vehicle in the Event required by any applicable Relevant Law. And a copy of such insurance policies shall be provided to the Event Director at any time upon request.

## **13 Power to make rules and other provisions**

**13.1** The parties recognise that given the nature of the Event, issues may arise in relation to the Event that were not foreseen and therefore are not specifically addressed in the Terms of Entry or the Event Rules or that would have an unintended result if made subject to the Terms of Entry and the Event Rules without modification. The parties further recognise that it is in the best interests of the Event, and of all the participants in the Event, that such issues be addressed as quickly and effectively as possible.

**13.2** In consequence of the recognitions set out in clause 13.1, the Team agrees that the Company shall have the right, exercisable unilaterally from time to time before and/or during the Event Period:

**13.2.1** to supplement or amend the Terms of Entry and/or the Event Rules (and, if applicable, the Event Schedule);

**13.2.2** to resolve any queries that arise in relation to the proper interpretation and application of the Terms of Entry and/or the Event Rules; and

**13.2.3** to issue directions as to the conduct of the Event, including the conduct of Team Members, the contents of the Event Manual and the preservation of the value of the Commercial Rights.

**13.3** During the Event itself, the Company may delegate the right conferred by clause 13.1 above to one or more designees including the Event Director, any Official or any other person appointed by the Company.

**13.4** The Team agrees that any amended and supplemental Terms of Entry or Event Rules and any directions made pursuant to this clause 13 shall become binding upon the Team immediately upon communication to any Team Member and shall be deemed to be included in the Terms of Entry or the Event Rules (as applicable) for the purposes of this Agreement.

**13.5** Decisions made pursuant to this clause to amend or supplement the Terms of Entry or Event Rules or to issue directions shall be final. No challenge shall be made by the Team to any such decision.

## **14 Dispute resolution**

**14.1** All disputes, issues or complaints regarding the Team's participation in the Event shall be referred to the Event Director for determination as soon as practicable thereafter. For the avoidance of doubt, all determination, decisions and directives of the Event Director shall be final.

**14.2** Without prejudice to the generality of the Event Director's powers under clause 14.1, the Event Directors shall be entitled to impose any or all of the following:

**14.2.1** suspension or expulsion from the remainder of the Event, or imposition other Event-based sanctions or fines upon a Team or any Team Member;

**14.2.2** impose other Event-based sanctions or fines on a Team or any Team Member and to make such cost order in relation to the relevant matter as it considers appropriate;

**14.2.3** adjudication on whether there has been a breach of the Terms of Entry or the Event Rules or upon whether an event constitutes an event of Force Majeure for the purposes of clause 11.1.

## **15 Announcements and confidentiality**

The Team will not make or permit to be made any public announcement(s) in relation to this Agreement without the prior consent of the Company nor (save as required by law) disclose to any third party any information concerning the terms or subject matter of this Agreement from the date hereof.

## **16 Points of contact**

**16.1** The principal point of contact for each party (unless the other party is notified otherwise in writing) shall be as follows:

The Company: The Event Director, The League of Adventurists International Ltd, 14 Whitehouse Street, Bristol, BS3 4AY, United Kingdom. Phone: 0117 4223400, Email: HQ@theadventurists.com

The Team: see details of the first-named individual as set out in the Team section of the execution page

**16.2** The Team acknowledges and agrees that it is not entitled to rely on any representation, authorisation or decision of the Company unless made by the principal point of contact (or their designated replacement) set out in clause 16.1 above.

## **17 Notices**

**17.1** The parties agree that all notices under this Agreement shall unless otherwise notified, be served on the following addresses:

For the Company: marked to the attention of The Event Director, The League of Adventurists International Ltd, Address: 14 Whitehouse Street, Bristol, BS3 4AY, United Kingdom. Phone: 0117 4223400 Email: HQ@theadventurists.com

For the Team: see details of first-named individual as set out in the Team section of the execution page

**17.2** All notices shall be in writing and may be delivered personally, by email or by first class pre-paid post and shall be deemed to be properly given or served:

**17.2.1** two working days after being sent to the intended recipient by pre-paid post addressed as aforesaid or, if sent by international air mail, five working days after being sent to the intended recipient; or

**17.2.2** if sent by email, on receipt of confirmation of successful transmission or if not a working day the first working day thereafter.

## **18 General**

**18.1** The granting by the Company of any time or indulgence in respect of any breach of any term of this Agreement by the Team shall not be deemed a waiver of such breach and the waiver by the Company of any breach of any term of this Agreement by the Team shall not prevent the subsequent enforcement of that term nor be deemed a waiver of any breach by the Company.

**18.2** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any prior agreements, representations or understanding between the parties, whether written or oral.

**18.3** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

**18.4** All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

**18.5** Should any term of this Agreement be considered void or voidable under any such applicable law, then such terms shall be served or amended in such a manner as to render the remainder of this Agreement valid or enforceable.

**18.6** This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorised representative of each party.

**18.7** In respect of any date or period mentioned in any clause of this Agreement time shall be of the essence.

**18.8** A person who is not a party to this Deed shall not have any rights or remedies pursuant to it, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**18.9** Nothing in this Agreement shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between the parties.

**18.10** The Team shall not be permitted to assign any of its rights or obligations under this Agreement without the prior written consent of the Company

## **19. Data Protection and Confidentiality**

This agreement together with Schedule 5: Data Privacy Notice sets out the basis on which any personal data the Company collects from you, or that you provide to us, will be processed by us. Please read Schedule 5 of this agreement carefully to understand our views and practices regarding your personal data and how we will treat it. The rules on processing of personal data are set out in the General Data Protection Regulation (the "GDPR").

## **20 Governing law**

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England with regard to any claims relating to or in connection with this Agreement.

## **Schedule 1**

### **Event Manual (including Event Rules)**

For the avoidance of doubt:

- any defined words contained in this Event Manual shall have the same meaning and interpretation as set out in the Team Entry Agreement, and the Event Manual (including the Event Rules) will be amended and updated from time to time and will be deemed to be included as part of the Event Manual. All amendments and updates will be displayed on the "Teams" section of the official Event website at <http://www.theadventurists.com/monkey-run> and it shall be the responsibility of Teams to regularly check such website in order to inform themselves and each Team Member of any relevant amendments and updates.

### **Event Rules**

#### **Teams**

One team for the purposes of the Event shall consist of one Vehicle. Each Vehicle can contain a maximum of one Team Member, provided such Team Member has entered into a Team Entry Agreement with the Company or has otherwise agreed in writing to participate in the Event upon and subject to the Terms of Entry and the Event Rules. For the avoidance of doubt, it is the sole responsibility of each Team to inform themselves of the maximum numbers of persons legally permitted to travel in the Vehicle under Relevant Law.

#### **Motorbikes**

The Company shall provide each Team with the contact details of the Approved Hirer who will be able to provide each Team with a Vehicle for use in the Event, subject to the Team entering into an agreement (the "Borrowing Agreement") with the Hirer outlining the terms of use of the Vehicle.

Should the Vehicle not be delivered to the Designated Finish Point by 14:00 on 8th January 2023, then the team will be liable for either the cost to retrieve the Vehicle and/or the "Hire Costs" beyond this date.

Each Vehicle will be of a similar specification to that outlined in Schedule 4 to the Team Entry Agreement. For the avoidance of doubt, the



Company shall make no representations or warranties as to the suitability of the Approved Hirer or of the Vehicle for participation in the Event and any rights or warranties which a Team may have or be granted in relation to the Vehicle shall be limited to those contained in the Borrowing Agreement or implied by any Relevant Law.

### **Hire Costs**

In the case that the Team does not deliver the vehicle to the Designated Finish Point by 8th January 2023 (unless authorised by the Event Director), the team will be liable for the costs to retrieve the vehicle and a daily additional hire fee of £100 per day. The costs for retrieving the vehicle and the additional daily hire fees will be deducted from the team's vehicle deposit.

### **Charity Fundraising**

Each team must use their best endeavours to raise a minimum of £500 (GB Sterling) which must be donated to the official event charity Cool Earth.

The team members name and contact details will be made available to the official charity Cool Earth if the team member has opted in to give this permission during the registration process.

All donations must be paid to the charities no later than 4 weeks after the event period. Further details of this process are contained in the Rider information packs provided to each Rider by the Company.

If for any reason a donation cannot be made on the designated fundraising website the amounts donated and the method must be declared to the organisers and proof of payment given if requested.

For information regarding fundraising platforms or to inform the Adventurists about alternative charities it wishes to raise funds for, the Rider should contact [monkeyrun@theadventurists.com](mailto:monkeyrun@theadventurists.com)

### **Team Fundraising Rights**

Teams may collect non-charitable donations and sponsorship to cover reasonable costs of taking part in the Event only and shall be permitted to offer low-level sponsorship branding rights to its sponsors (such as branding on the team's clothing, vehicle) subject always to the rights reserved by the Company pursuant to the Team Entry Agreement including, without limit, clause 8 (Commercial Rights) and clause 10 (Media Rights). A list of all proposed Team sponsorship must be notified by the Team to the Company at least 21 days prior to the Event Period for the Company's approval. For the avoidance of doubt, the Team shall remove the logo or brand of any sponsor from any team clothing, Vehicle or cease granting any other right to a Team sponsor immediately upon notice from the Company where the Company deems such Team sponsorship to be in conflict with the brands or sponsorship arrangements between the Company and the Commercial Partners and/or any other Event sponsors.

If Teams decide to cover their expenses they must make it very clear how any donations or sponsorship are being spent. The Team agrees to follow the guidelines as laid out by the Institute of Fundraising - [www.institute-of-fundraising.org.uk](http://www.institute-of-fundraising.org.uk) - and acknowledges that, without prejudice to any other provisions of the Team Entry Agreement, the Terms of Entry and the Event Rules, it shall remain liable for any breach of any Relevant Law applicable to the fundraising activity it carries out.

### **Refund Policy**

**Paying by instalments? This is important:** If you pay the entry fee by instalments the refund amounts below are not a percentage of what you've paid until the date you withdraw. The percentages showing what you can reclaim refer to the full entry fee amount. For example if you are due 75% back that means we have to keep the other 25% of the full price entry fee. If you have paid less than 25% of the full entry fee in instalments at the point you withdraw you won't be due a refund.

#### **Full refund:**

- More than one year until launch day
- Within 28 days of paying for your place, even if it's less than a year until launch date

#### **75% refund:**

Less than one year and more than 6 calendar months before the launch date of the adventure.

#### **50% Refund:**

Less than 6 calendar months and up to 3 calendar months before the launch date of the adventure.

#### **5% Refund:**

Less than 3 calendar months and up to 1 calendar month before the launch date of the adventure.

## **No refund due:**

Less than 1 calendar month before the launch date of the adventure you are not entitled to a refund.

Changes made by the Company to the event schedule or postponement of the event do not result in a change, extension or alteration of the refund policy. The launch day is the date in the event schedule on the day the entry fee is paid.

If no entry fee is paid, including but not limited to a Rider taking up a free transfer to this or an alternative or future event, this refund policy is not applicable. The refund policy in this case is governed by the agreement entered into on the date an entry fee was paid.

**Request and refund - send an email** The person who signed up initially and paid the entry fee will need to send an email confirming your team are formally withdrawing from the adventure. Please use the same email address registered to the team.

**Getting the money back** We will send the money back to the account linked to the card you paid it with. If your card has expired the payment will still be transferred to your account by your bank. If there are any problems youâ€™ll be responsible for bullying your bank to get the money to your account. If the account itself is closed you need to let us know when you request the refund. All fees and charges for issuing refunds are charged to the recipient and if necessary will be deducted from the refund amount due.

## **Transfers**

The Rider has no automatic entitlement or right to transfer to an alternative or future event offered by the Company. At the sole discretion of the Company and in exceptional circumstances a transfer may be offered and confirmed in writing by email.

The Rider has no automatic entitlement to a partial refund if the future or alternative event has a lower entry fee. The team will be required to pay a supplemental charge if the alternative or future event has a higher entry fee.

## **Vehicle deposit**

A fully refundable vehicle deposit of Â£300 is payable to the League of Adventurists International, a minimum of 42 days before the start of the event. This will be used to repair any major damage that is left unfixed at the end of the adventure or to transport the vehicle to the finish point should the Team not do so themselves.

We do not want to deduct any money from your deposit. We would rather not have a deposit in place at all but such is the way of the world.

We do not charge for standard wear and tear. We will not charge you for:

- Marks, scratches and small dents caused by day to day riding
- Other general wear and tear caused by taking part in the adventure (as decided by the team that assesses the bike)
- Engine damage caused by long distance riding, heat or as a result of running repairs undertaken on the adventure by teams or local mechanics.

Definition of major damage subject to charges from the Vehicle Deposit:

- Large dents to the bodywork caused by collision or intentional mistreatment of the bike
- Missing parts such as mirrors, seats, racks
- Any significant damage caused by mistreatment of the bikes ie riding into the sea, intentionally colliding with other bikes or any other irresponsible riding that would likely be expected to result in significant damage.

If the bike is lost or abandoned by the team and can't be recovered the full deposit will be retained. Irreversible modifications not approved by the adventure team may result in a deduction - please check before making any major modifications or alterations to the vehicle at the start.

The bikes will be assessed at the finish line before they are transported. If there are any deductions to be made from your deposit you will get an email outlining what they are and youâ€™ll have an opportunity to disagree and provide extra info or reasons to support your opinion. We will fully consider anything you have to add but the final decision is made by the Company. Any repairs or spares that are deducted from the deposit are charged at cost price and we always aim to make it as cheap as possible.

Please note that all bank charges made by all banks involved with the transfers for the payment provider used to facilitate holding this deposit will be the responsibility of the teams.

In the event that any costs incurred by the Company arising from the actions of a Team are greater than the amount of the deposit paid by that Team, the Company will pursue the Team for the outstanding sum in accordance with the Team Entry Agreement without prejudice to any other rights the Company may have under the Team Entry Agreement or otherwise. For the avoidance of doubt, the Team shall irrevocably indemnify

the Company from any liability in respect of all costs incurred from his/her non-compliance with this condition.

### **Important Event Information by Email**

Important information about the Event will be sent to registered team members by email and it is the responsibility of the Team Members to register an appropriate email address and update this email address as needed to receive the Event updates by email. It is recommended that all teams add the following email addresses to their email contacts or safe sender list: monkeyrun@theadventurists.com; HQ@theadventurists.com. All team members will also be added to The Adventurists newsletter - to unsubscribe use the link in the newsletter or email HQ@theadventurists.com to opt out.

### **Getting help on the road**

Teams must note that the Company will not offer any assistance or advice to Teams during the Team's journey from the Designated Starting Point to the Designated Finishing Point. Without prejudice to any provision of the Team Entry Agreement Teams shall be solely responsible for planning their travel route from the Designated Starting Point to the Designated Finishing Point and for making all necessary preparations and taking all necessary safety precautions and obtaining all necessary clearances, visas, authorizations to complete their chosen travel route.

**TEAMS MUST READ THE LIST BELOW.** It is produced by the British Foreign Office who have specifically asked us to draw your attention to it after a number of Teams contacted them for help that they cannot give. Please note that the Company provides no warranty whatsoever as to the accuracy of the information played below and accepts no liability whatsoever for any loss or damage caused as a consequence of a Team's reliance on the information below.

Teams must be aware that British Embassies can in no way help teams or Team members should they break a law. They should not be contacted when a Team or any Team Members is in difficulty unless it is believed a Team or any Team Members are being treated illegally. To assist teams in determining what matters the British Foreign Office can and can't do, they have specifically asked the Company to draw your attention to the following list:

British consular staff cannot:

- â€¢ Get you out of prison, prevent the local authorities from deporting you after your prison sentence, or interfere in criminal or civil court proceedings;
- â€¢ Help you enter a country, for example, if you do not have a visa or your passport is not valid, as we cannot interfere in another country's immigration policy or procedures;
- â€¢ Give you legal advice, investigate crimes or carry out searches for missing people, although we can give you details of people who may be able to help you in these cases, such as English-speaking lawyers;
- â€¢ Get you better treatment in hospital or prison than is given to local people;
- â€¢ Pay any bills or give you money (in very exceptional circumstances we may lend you some money, from public funds, which you will have to pay back);
- â€¢ Make travel arrangements for you, or find you work or accommodation; or
- â€¢ Make business arrangements on your behalf.

British consular staff can:

- â€¢ Issue replacement passports;
- â€¢ Provide information about transferring funds;
- â€¢ Provide appropriate help if you have suffered rape or serious assault, are a victim of other crime, or are in hospital;
- â€¢ Help people with mental illness;
- â€¢ Provide details of local lawyers, interpreters, doctors and funeral directors (see Note 1);
- â€¢ Do all we properly can to contact you within 24 hours of being told that you have been detained;
- â€¢ Offer support and help in a range of other cases, such as child abductions, death of relatives overseas, missing people and kidnapping;
- â€¢ Contact family or friends for you if you want; and
- â€¢ Make special arrangements in cases of terrorism, civil disturbances or natural disasters.

## **NOTE 1**

Neither the Government nor the relevant British Embassy, High Commission or Consulate can make any guarantee in relation to the professional ability or character of any person or company on the above list, nor can they be held responsible in any way for you relying on any advice you are given.

See the Foreign Office website for full details. <http://www.fco.gov.uk>

## **COVID-19 Policy**

### **Cancellation**

In the case that we have to cancel the event you have signed up to because of an outbreak of COVID-19 in the event destination country we will offer you:

- An adventure credit to the sum of your entry fee (minus the admin fee amount of Â£100) and 10% off all future adventures booked within 2 years

OR

- A full refund for the entry-fee amount you have paid (minus the admin fee amount of Â£100).

### **Postponement**

In the case that we postpone the event due to an outbreak of COVID-19 in the event destination country to a time that we consider safe to reschedule to, we will offer you a free transfer to the new dates of the rescheduled event (no admin fee would be applied). If the new event dates are unsuitable for you, we will offer you:

- An adventure credit to the sum of your entry fee (minus the admin fee amount of Â£100) and 10% off all future adventures booked within 2 years.

OR

- A full refund for the entry-fee amount you have paid (minus the admin fee amount of Â£100).

### **Retrospective refund request at point of event cancellation or postponement**

If you have pulled out of the event and are issued a refund based on our normal refund policy, and the event is later cancelled or postponed due to an outbreak of COVID-19, you will not be entitled to come back at the point of event cancellation or postponement for a full refund as you will already have ended your contract with us.

### **Disinclination to travel**

We won't refund your entry fee if you have a disinclination to travel due to a perceived threat of COVID-19 and the event is going ahead.

### **If you are infected with COVID-19**

If you need to withdraw from the event because you have contracted COVID-19, a refund will be given at the sole discretion of the company and on presentation of a medical certificate proving infection.

### **Immunity Certificates or other types of COVID-19 control documents**

You may be required to obtain an immunity certificate or some other kind of documentation to prove that you are not actively infected with COVID-19. If you are unable to travel because you do not have the correct documents relating to COVID-19, we will be unable to refund you.

### **Quarantine, health and security regulations**

You may be expected to quarantine for a period of time on arrival in the event destination country. You may also be expected to do the same in your country of residence when returning from your trip. You may need to take this into consideration when planning your schedule to take part in the event. We will not issue a full refund to you if you sign up with the understanding that this, amongst other travel regulations, is a possibility, and then later decide you do not wish to comply with these regulations and so want to withdraw. These regulations are likely to become a part of post-COVID-19 travel for a little while, so please take them into consideration.

### **Regional lockdowns**

If your country of residency's government prevents all travel or your residency/nationality is banned from entry into the event destination country, you can take an adventure credit and receive a 10% discount off all future adventures booked within 2 years. You will not be entitled to

a refund of your entry fee as we may not have cancelled or postponed the event in this case. (Not all nationalities and residencies will be under the same travel restrictions at the same time)

### **Regional entry restrictions**

If the country in which the event is taking place introduces regional lockdown zones, we will move the location of the event if we can. If we can't do this because the lockdown zones are so restrictive we are unable to deliver a satisfactory event for you, we may postpone the event and the above rules will apply.

### **Adventure Credit**

Adventure credit lasts 24 months from the date it is issued. You have to use the credit within that time period - that means you have 2 years to book onto your next adventure using your adventure credit.

### **Adventure Transfer**

You can only use the transfer once unless an outbreak of COVID-19 also affects the next adventure you have transferred to.

### **COVID-19 refund entitlement**

If you agree to an adventure transfer or to postponed dates, you are no longer entitled to a refund of your entry fee.

### **Things might change**

We don't have a crystal ball we can peer in to to tell you what might happen next. However, what we do know is that things are changing fast, and we will update our policies as they change where relevant.

## **Schedule 2**

### **The Event Marks**



## **Schedule 3**

### **Event Schedule**

**29th December 2022** Welcome beers in Marrakech

**30th December 2022** Travel day to the start line in Merzouga

**31st December 2022** Test driving, team briefing and launch party

**1st January 2023** Launch Day

## Schedule 4

### Example Standard Vehicle Specifications

**Engine:** 4 stroke, single cylinder, air cooled

**Engine Size:** 49cc

**Power:** 2.80 HP (2.0 kW)

**Transmission:** 4 speed

**Fuel Capacity:** 5 litres

**Top Speed:** 50kmph

**Weight:** 72kg

## Schedule 5

### Data Privacy Notice

League of Adventurists International Ltd ("the Company") are committed to protecting and respecting your privacy.

This policy (together with our [terms of use](#) and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. The rules on processing of personal data are set out in the General Data Protection Regulation (the "GDPR").

#### Definitions

**Data controller** - A controller determines the purposes and means of processing personal data.

**Data processor** - A processor is responsible for processing personal data on behalf of a controller.

**Data subject** "Natural person

#### Categories of data: Personal data and special categories of personal data

**Personal data** - The GDPR applies to "personal data" meaning any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier (as explained in Article 6 of GDPR). For example name, passport number, home address or private email address. Online identifiers include IP addresses and cookies.

**Special categories personal data** - The GDPR refers to sensitive personal data as "special categories of personal data" (as explained in Article 9 of GDPR). The special categories specifically include genetic data, and biometric data where processed to uniquely identify an individual. Other examples include racial and ethnic origin, sexual orientation, health data, trade union membership, political opinions, religious or philosophical beliefs.

**Processing** - means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**Third party** - means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

**Who are we?** League of Adventurists International Ltd is the data controller. This means we decide how your personal data is processed and for what purposes. Our contact details are: 14 Whitehouse Street, Bristol, BS3 4AY UK, our email address is [hq@theadventurists.com](mailto:hq@theadventurists.com) and our telephone number is +44(0)117 4223400. For all data matters contact our data representative on +44(0)117 4223400 or using the contact details for the Company above and your query will be directed to the relevant person.

#### The purpose(s) of processing your personal data

We use your personal data for the following purposes: In the performance of the Team Entry Agreement contract for your team participating in

the event named above. We will use your identity, contact and previous purchase history data along with other data collected such as vehicle registration details and tshirt sizes to deliver the event.

### **The categories of personal data concerned**

With reference to the categories of personal data described in the definitions section, we process the following categories of your data:

Personal data: including identity, contact, previous purchase history, vehicle registration and ownership details, passport details, photos, profile information as entered on your team website plus next of kin and insurance policy information.

Special categories of personal data including health data, medical history and other relevant details provided by you.

### **What is our legal basis for processing your personal data?**

#### **Personal data (article 6 of GDPR)**

Our lawful basis for processing your general personal data:

#### **Consent of the data subject**

Processing necessary for the performance of a contract with the data subject or to take steps to enter into a contract.

The data is necessary for delivering the services required for participation in the event named in, and in accordance with, this Team Entry Agreement.

More information on lawful processing can be found on the ICO website.

**Sharing your personal data** We may have to share your personal data with the parties set out below for the purposes of delivering our services and contract with you as a participant of the event named in, and in accordance with, this Team Entry Agreement.

#### **Internal Third Parties**

External Third Parties Service: Providers based inside and outside the EEA who provide payment and information technology services such as Stripe payment system. Professional advisers acting as processors including lawyers, bankers, auditors and insurers based in the EEA who provide consultancy, banking, legal, insurance and accounting services. HM Revenue & Customs, regulators and other authorities acting as processors based in the United Kingdom who require reporting of processing activities in certain circumstances. Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

**How long do we keep your personal data?** We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for seven years after they cease being customers for tax purposes. In some circumstances you can ask us to delete your data: see Your legal rights below for further information. In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

**Providing us with your personal data** We require your personal data as it is a contractual requirement of participating in the event named in this agreement above.

**Your rights and your personal data** Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data: The right to request a copy of the personal data which we hold about you; The right to request that we correct any personal data if it is found to be inaccurate or out of date; The right to request your personal data is erased where it is no longer necessary to retain such data; The right to withdraw your consent to the processing at any time, where consent was your lawful basis for processing the data; The right to request that we provide you with your personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable i.e. where the processing is based on consent or is necessary for the performance of a contract with the data subject and where the data controller processes the data by automated means); The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing; The right to object to the processing of personal data, (where applicable i.e. where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority); direct marketing and processing for the purposes of scientific/historical research and statistics).

**Transfer of Data Abroad** We share your personal data within the League of Adventurists International Ltd. This will involve transferring your

data outside the European Economic Area (EEA). Many of our external third parties are based outside the European Economic Area (EEA) so their processing of your personal data will involve a transfer of data outside the EEA. Whenever we transfer your personal data out of the EEA, we ensure a similar degree of protection is afforded to it by implementing safeguards:

All providers and external third parties acting as data processors will be required to uphold all the regulations pertaining to data and privacy as prescribed in this policy and our other documents outlining our compliance with relevant regulations.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA. Our contact details are 14 Whitehouse Street, Bristol, BS3 4AY UK, our email address is [hq@theadventurists.com](mailto:hq@theadventurists.com) and our telephone number is +44(0)117 4223400 which can be used to contact our data representative.

**Automated Decision Making** We do not use any form of automated decision making in our business.

**Further processing** If we wish to use your personal data for a new purpose, not covered by this Data Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions.

**Changes to our privacy policy** Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

**How to make a complaint** To exercise all relevant rights, queries or complaints please in the first instance contact us. Our contact details are 14 Whitehouse Street, Bristol, BS3 4AY UK, our email address is [hq@theadventurists.com](mailto:hq@theadventurists.com) and our telephone number is +44(0)117 4223400 which can be used to contact our data representative.

If this does not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the Information Commissioners Office on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.