

## **Beefy's Charity Foundation Cycle Ride - Terms and Conditions**

Beefy's Charity Foundation has contracted J&N Consultants to event manage the Cycle Ride.

### **1. Registration**

1.1. Beefy's Charity Foundation Cycle Ride ("Event") consists of a two-day cycling event from Portsmouth Harbour to Lord's Cricket Ground, London, scheduled to take place between 15<sup>th</sup> & 16<sup>th</sup> September 2025 and is organised by Beefy's Charity Foundation and J&N Consultants. Beefy's Charity Foundation reserves the right to change the time, date, route, rules, regulations and/or format of the Event and to cancel the Event, in whole or in part, without notice or liability to any party (except as set out below).

1.2. Persons aged 18 years or above as of 1st September 2025 may register for the Event, for persons 16 to 18 as of the 1<sup>st</sup> September 2025 may take part with written consent from a parent or guardian and be accompanied by an adult.

1.3. All those who wish to apply to be a part of Beefy's Charity Foundation Cycle Ride ("Applicants") must visit the Ticket Tailor Event webpage to sign up to the event and pay the registration fee (the "Entry Fee") of £150.00 for the Bronze Package, £500.00 for the Silver Package or £900.00 for the Gold package to confirm entry. These prices are subject to change after 01.05.25. These fees are inclusive of VAT, where applicable. The Entry Fee is non-refundable (except as set out in these terms and conditions). The Entry Fee covers:

#### **Gold**

- Registration fee.
- Cycle Shirt with number.
- 3x nights' accommodation; Portsmouth (14th Sept), Guildford (15th Sept) and London (16th Sept).
- Bed & Breakfast based on two sharing.
- Ticket to Bradley and Beefy Q&A on 15th Sept.
- Ticket to the Finale Dinner in the Long Room at Lord's Cricket Ground on 16th Sept

#### **Silver**

- Registration fee.
- Cycle Shirt with number.
- 2x nights' accommodation; Portsmouth (14th Sept) and Guildford (15th Sept).
- Bed & Breakfast based on two sharing.
- Ticket to Bradley and Beefy Q&A on 15th Sept.

#### **Bronze**

- Registration fee.
- Cycle number pin badge

1.4. Any upgrades or changes to this basic offering, including but not limited to, single room supplements and bike transportation, will incur an extra cost to the Participant, which will be paid promptly on request.

1.5. Places in the Event are strictly limited and are subject to availability. Places will be allocated on a first come first served basis. Beefy's Charity Foundation has the absolute discretion to accept or decline applications.

1.6. If payment is rejected or not cleared for whatever reason, Beefy's Charity Foundation reserves the right to refuse registration and entry into the Event.

1.7. All successful applicants ("Participants") will be notified by way of an email confirmation that they have been allocated a place to take part in the Event.

1.8. Beefy's Charity Foundation relies on fundraising to cover elements of the cost of running the Event. By registering for the Event, you acknowledge that the aim of the event is that (i) each Participant raises a minimum of £250.00 by way of sponsorship for Beefy's Charity Foundation; and (ii) to raise as much money as possible to support Beefy's Charity Foundation. Participants who do not raise at least 80% of their target three weeks prior to departure, risk forfeiting their entry fee and Beefy's Charity Foundation may in these circumstances refuse entry to the Event. Beefy's Charity Foundation will provide fundraising tips and practical assistance to help each Participant reach this target and will help set up an online fundraising page for each Participant for these purposes.

1.9. By applying to take part in the Event, the Participant accepts these terms and conditions. If at any time it is discovered that any Participant should have been ineligible to participate in the Event or if participation in the Event should have been refused for any reason whatsoever, Beefy's Charity Foundation reserves the right to disqualify such Participant from/refuse such Participant entry to the Event. Further, Beefy's Charity Foundation reserves the right to reject at any time any Registration Form which it believes to be fraudulent, or to disqualify at any time any Participant it believes not to have fully complied with these terms and conditions from participating in the Event. Beefy's Charity Foundation shall not be liable in any way to such Participant as a result of any such disqualification or refusal. It is the Participant's responsibility to ensure full compliance with these terms and conditions.

## **2. Event Rules**

2.1. The Event is an arduous multi-day endurance cycling event. Each Participant must be in good physical condition to participate in the Event and will not arrive at the Event in ill health or unfit to take part. Beefy's Charity Foundation reserves the right to request that a medical certificate be produced for each participant before he/she is able to participate in the Event. Beefy's Charity Foundation shall have no liability whatsoever for any illness injury, ill health or loss of cost incurred by any Participant in or as a result of participation in the Event. Each Participant acknowledges that he/she has voluntarily entered into the Event and accepts that it is his/her responsibility should he/she suffer any of the circumstances referenced above. By agreeing to these terms and conditions any Participant confirms that

to the best of their knowledge they are healthy and in the right form of physical and mental fitness to take part in the Event.

2.2. Beefy's Charity Foundation reserves the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason (at Beefy's Charity Foundation's discretion) that may render him/her unfit to safely complete the Event. The Participant confirms that he/she will not take part in the Event if he/she is suffering from any contagious illness and confirms that he/she will report any illness during the Event to the Event medical team immediately (please also refer to clause 6).

2.3. No illegal substances are permitted to be used by any Participant either before or during participation in the Event. All Participants agree to being responsible for any alcohol intake prior to cycling in the Event and agree to abide by the law in regards to drink driving / cycling. Beefy's Charity Foundation reserves the right to refuse attendance at, or participation in, the Event by any persons found to have consumed or to have in their possession any illegal substances of any kind.

2.4. As a continuing condition of entry, and for the duration of the Event, each Participant shall ensure and confirms that:

2.4.1. he/she will provide their own safety approved cycle helmet which is to be worn at all times when cycling;

2.4.2. his/her bike is in good condition and is appropriate and roadworthy for the Event. Beefy's Charity Foundation cannot guarantee a replacement bike for the Participant to use should his/her own bike suffer mechanical failure;

2.4.3. he/she brings appropriate clothing and equipment to participate in the Event;

2.4.4. he/she is capable of carrying out basic bike maintenance, such as puncture repairs, whilst on the route;

2.4.5. he/she rides responsibly and safely and abides by all Event rules and regulations notified by Beefy's Charity Foundation; and

2.4.6. he/she holds personal cycling travel insurance which covers, amongst other things, repatriation costs in the event of injury/medical emergency (and will produce evidence of the same to Beefy's Charity Foundation upon request).

2.4.7. he/she is in a good physical condition to participate in the Event, that he/she understands the endurance demands of the Event, and will not arrive at the Event in ill health or unfit to take part

### **3. Withdrawals, Cancellations and Refunds**

3.1. Other than as stated in clause 3.2 below, Beefy's Charity Foundation shall not be liable for any loss, damage or expense caused by cancellation, curtailment or change of schedule

of the Event due to, without limitation, government action, war, strike, royal death, civil commotion, terrorism, national disaster, covid-19, or other force majeure or cause beyond the reasonable control of Beefy's Charity Foundation.

3.2. The Entry Fee is non-refundable, save as set out in 3.3 below. If the Participant wishes to withdraw from the Event, he/she is allowed to transfer their place to another individual with the consent of Beefy's Charity Foundation. To transfer his/her place to another individual, Beefy's Charity Foundation must receive a written request at least four weeks before the start and the new Participant must agree to comply with all of the terms and conditions set out herein. Beefy's Charity Foundation reserves the right to refuse any such transfer at its discretion.

3.3. In the event that Beefy's Charity Foundation have to postpone the Event, Participants must let Beefy's Charity Foundation know within two weeks of the postponing of the event if they cannot make the new event date, Beefy's Charity Foundation will provide a partial refund of £100.00 for Bronze Packages, £200.00 for Silver Packages and £500.00 for Gold Packages. Participants who state they can no longer make the event after this two-week period will not be entitled to a refund.

3.4. If the Event has to be cancelled once it has started or within two weeks of the event start date, Participants will not be entitled to a refund. Beefy's Charity Foundation has no liability for any further sums lost due to cancellation. In no case shall Beefy's Charity Foundation have any responsibility for any costs incurred as a result of cancellation.

3.5. In no event shall Beefy's Charity Foundation, its staff, agents or contractors be liable, under or in connection with this Agreement or otherwise in respect of the Event, for any loss, indirect or consequential loss regardless of its foreseeability, damage, or donations made on your behalf or by you.

#### **4. Participant's Warranties and Undertakings**

4.1. The Participant agrees to be bound by these terms and conditions and all other Event rules and regulations notified to him/her by Beefy's Charity Foundation. Participants acknowledge and agree that Beefy's Charity Foundation will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the all aspects of the Event, including health and safety, logistical operations, participation, organisation, etc.

4.2. The Participant agrees at all times during the Event to abide by the reasonable instructions and guidelines of Beefy's Charity Foundation staff, nominated representatives, and contractors and to behave appropriately at all times on the route and in the base camps.

4.3. The Participant confirms without reservation that he/she is in a good physical condition to participate in the Event, that he/she understands the endurance demands of the Event, and will not arrive at the Event in ill health or unfit to take part.

4.4. The Participant acknowledges that he/she is personally responsible for his/her own belongings during the Event and that Beefy's Charity Foundation shall have no liability in

relation to the same. Participants are advised to take out travel insurance to cover any loss of property.

4.5. The Participant acknowledges that participation in the Event involves inherent risks of accidents and injury and that participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse Beefy's Charity Foundation from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by Beefy's Charity Foundation to any person (including the Participant and/or any of the Participant's insurers) in connection with (i) any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in the Event or any part thereof (except where any such injury or death is caused by the negligence of Beefy's Charity Foundation or any of its employees) or (ii) the breach by the Participant of any of these terms and conditions. Beefy's Charity Foundation shall have no liability whatsoever for any illness injury, ill health or loss of cost incurred by any Participant in or as a result of participation in the Event. Each Participant acknowledges that he/she has voluntarily entered into the Event and accepts that it is his/her responsibility should he/she suffer any of the circumstances references above.

4.6. The Participant confirms that he/she will not publish or post and will not say or write on any website or other media (including fundraising webpage) any text, statement, photograph, image or other material which relates to the Event, Beefy's Charity Foundation or any Participants or others connected with the Event, which is obscene, blasphemous, defamatory, infringes the intellectual property or other legal rights of any third party or is otherwise unlawful, offensive, inappropriate, derogatory or degrading.

4.7. Beefy's Charity Foundation reserves the exclusive right and license throughout the world (and Participant hereby grants Beefy's Charity Foundation such exclusive right and license at no cost) to interview and/or photograph and/or film the Participant at the Event (and before and after the Event as Beefy's Charity Foundation may reasonably require) and to the unlimited, worldwide, sub-licensable right (at no cost) to record, film, reproduce and use in all current and future media (including without limitation, print, audio, visual, audio-visual, virtual media, the Internet, mobile telephony and so-called "3-G" technologies, CD-ROM or DVDs) the Participant's name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of the Participant, and any biographical or other information or data related to the Participant (including ride times and results), in connection with the production, advertisement, marketing, promotion or sale of Event sponsor products and/or the promotion, marketing or advertisement of the Event, Beefy's Charity Foundation or any Event sponsor

4.8. The participants agree to not take, record and/or transmit any sound, image and/or description of the event other than for private and domestic use unless with prior agreement from Beefy's Charity Foundation.

## **5. Privacy Statement**

5.1. The Participant agrees and consents to Beefy's Charity Foundation using his/her personal details provided in his/her Registration Form for the following purposes:

### **Event administration**

- As the Event organiser, Beefy's Charity Foundation requires a record of your registration details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the Event.
- Beefy's Charity Foundation will also keep records of medical information provided that it is kept confidential and may be shared only with medical personnel or teams allocated to the Event. Such information shall be deleted within a reasonable time following the completion of the Event unless you agree that we may use such information in your entry for future Beefy's Charity Foundation events, which are staged within a reasonable timeframe thereafter.

### **E-mail/SMS communications**

- Beefy's Charity Foundation will use the Participant's contact data submitted on the Registration Form to send the Participant information by e-mail and/or SMS relating to the Event, other Beefy's Charity Foundation events and any further categories of news and promotional information as the Participant may have requested on the Registration Form.
- The Participant acknowledges and agrees that Beefy's Charity Foundation may send an e-mail or SMS notification following the Event inviting the Participant to submit or renew his/her registration for any future Beefy's Charity Foundation events.

5.2. The Participant agrees to inform Beefy's Charity Foundation of any changes to the information supplied in their original Online Registration Form for the purposes of clause 5.1 above and particularly any changes to his/her medical condition and contact details. For this purpose, the Participant should contact Beefy's Charity Foundation directly.

5.3. All information relating to Participants collected by or on behalf of Beefy's Charity Foundation from which each Participant can be identified will be recorded electronically and will be used at all times in accordance with the Data Protection Act 2018. Beefy's Charity Foundation will not disclose any such information to third parties, save as expressly stated under these terms and conditions. Each Participant is entitled to withdraw his/her consent to categories of e-mail and/or SMS communications from Beefy's Charity Foundation and can do so at any time by following the opt-out instructions provided in the relevant e-mail. Participants acknowledge that a valid e-mail address or SMS contact number will be required at all times in order for Participants to receive important Event information and the Participant hereby consents to receive any such information.

5.4. To delete all of their information from Beefy's Charity Foundation database, Participants may write directly to Sarah at [info@beefysfoundation.org](mailto:info@beefysfoundation.org). In circumstances where the Participant requests deletion of his/her Participant's profile, Beefy's Charity Foundation reserves the right to maintain information about individual sales transactions (not including

credit card details) for record keeping. The Participant's attention is also drawn to clause 5.5 below.

5.5. Subject to the Participant's right to modify or request the deletion of data from Beefy's Charity Foundation database, the Participant hereby acknowledges that it is a strict condition of participation in the Event that all mandatory fields within a Participant's profile are complete and correct at all times. These fields include, without limitation, gender, first name, surname, date of birth, medical condition information and emergency contact details. The Participant hereby acknowledges and agrees that this information is required by Beefy's Charity Foundation in order to properly and safely administer and conduct the Event, and Beefy's Charity Foundation reserves the right to refuse an applicant or a Participant entry to the Event in circumstances where that person either requests the deletion of such mandatory information from their Participant's profile, or provides false or incomplete information.

## **6. Governing Law, etc**

6.1. These terms and conditions constitute a legally binding contract between the Participant and Beefy's Charity Foundation and constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event.

6.2. If any provision in these terms and conditions (in full or in part) is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable

6.3. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English courts.