

Great Lengths 2023 Terms and Conditions

These Terms

These are the terms and conditions ('Terms') that you must agree to abide by before you can take part in the Great Lengths 2023 challenge event ('Challenge Event').

You are automatically deemed to subject to these Terms by registering or otherwise taking part in the Challenge Event (whether as a swimmer or in any other capacity).

Registration

1. In order to be able to participate in the Challenge Event you must register with us and pay a non-refundable entry fee. Fees differ according to challenge undertaken:
50m, 100m and 400m and 'Dip your toe' - £10
800m and 1.5k - £15
2.5k - £20
5k - £25
2. If you are unable to attend on the day, your entry fee will be treated as a donation to us, the Team Domenica charity.
3. The Challenge Event is only open to registered persons, and to be registered you must be aged 13 or above.
4. If you have accessibility needs, please make us aware upon registration. You can contact theteam@teamdomenica.com or call 07423462931 to discuss any requirements and whether we can make reasonable provision for you.
5. You understand you should not participate in the Challenge Event unless you are a strong swimmer and have had any health concerns checked by a medical practitioner.
6. Participants aged 13 to 17 must accompanied on the day by another participant aged 18 or over.
7. Participation in the Challenge Event is personal to you. You are not allowed to swap, transfer or sell your registered place to anyone else or have them compete as you.
8. If you would like to register a team, please email theteam@teamdomenica.com or call 07423462931 at least one week before the Challenge Event.
9. If you experience any difficulty registering via our website, email theteam@teamdomenica.com or call 07423462931.
10. Regardless of the number of participants, registration will close at midnight on Sunday 10th September 2023.
11. We reserve the right to close registration at any time and for any reason. Once Great Lengths hits total participant capacity, the event will be closed to further entries and the same will apply to individual events.

Event Safety

12. At all times during the Challenge Event you must promptly follow all instructions given by Team Domenica, its partners and representatives (including volunteers).
13. You agree to not hold us or any connected persons responsible for any accident, injury or illness sustained to the fullest extent possible in law.
14. You agree and acknowledge that:
 - the Challenge Event is an endurance sport;
 - you should only participate at a level which reflects your level of fitness;
 - you are responsible for monitoring your own physical condition prior to and during participation in the Challenge Event; and
15. Your participation with a known or suspected medical condition is entirely at your own risk.
16. You cannot participate if you have a communicable malady or one that may interact with water (e.g., sores, wounds, lesions etc.).

17. We recommend that those aged between 13 and 17 participate in those events with distances of below 1.5 kilometres. If you enter longer events you do so entirely at your own risk.
18. Do not consume alcohol or recreational drugs before or during events in which you are participating. For safety reasons the Event Manager, their assistant, South Downs Leisure or Sea Lanes staff have the right to refuse entry to the event if you or any of your party are deemed not to be in a fit state to participate. This right to refuse extends to attendees who are not swimming.
19. Due to health and safety restrictions, you are unable to switch to an alternative distance without first contacting theteam@teamdomenica.com or calling 07423462931.
20. As you will be swimming outdoors in a pool heated to 19 degrees Celsius, please take the variation of weather and climate into consideration and wear appropriate attire before, during and after your event, including the use of a wetsuit if necessary.
21. Participants must provide accurate emergency contact details on registering and must check in and out at the start of the event.
22. First aid facilities and teams will be at the event. Participants consent for their details, which may be obtained by medical providers if treated during the event, to be passed on the Team Domenica event team. These details will only be used for administrative and health and safety purposes, in line with the terms of the Data Protection Act 2015.
23. Pets and animals are not permitted to take part in the Challenge Event. Dogs are permitted outside of the pool area on the strict condition that they are kept on lead at all times and are controlled responsibly by their owners. The Event Manager, South Downs Leisure or Sea Lanes staff have the right to refuse entry to the Challenge Event (or removal if already entered) if a dog is deemed likely to constitute a hazard to participants, spectators or the wider public.
24. We shall use our reasonable endeavours to ensure that the Challenge Event is safe, and to minimise risk of injury to participants during the Challenge Event. However, you acknowledge that there may be circumstances or conditions which are beyond our reasonable control.

General

25. You agree to follow the rules of the Challenge Event.
26. Your participation is for recreational and/or charity fundraising purposes only and you will not participate for any commercial or business purpose. We and our partners have no liability to you for any loss of profit, loss of business, business interruption, or other loss of business opportunity.
27. We reserve the right at our sole discretion to delay the start of or to postpone the Challenge Event to another date entirely in the event of bad weather or other force majeure event or incident.
28. If the Challenge Event is cancelled, then we will reschedule for an alternative date. If you cannot attend the revised date, you will be able to claim a refund of your entry fee, minus the fees charged by the third-party ticketing system we use.
29. We reserve the right without prior approval or notice, to alter or reduce challenge event start times and distances as well as amend the start time.
30. You may not compete in fancy dress or clothing other than socially appropriate swimwear or wetsuits. Swimmers without appropriate swimwear will not be allowed to compete and may be ejected from the Challenge Event.
31. We reserve the right to close the Challenge Event at 10pm sharp on Sunday 24th September 2023. Any participants still undergoing their challenge event will be asked to immediately cease.
32. Every participant and spectator has the right to be protected from disorderly or abusive behaviour which will not be tolerated. The Event Manager, their assistant, South Downs Leisure or Sea Lanes staff will eject anyone identified as being disorderly or abusive. Further, we reserve the right to refuse entry to the Challenge Event or to ask you to cease participation if:
 - you fail to follow instructions as mentioned above; or
 - you attempt to participate in a manner that we, acting reasonably, believes:
 - may cause injury to you or another participant;
 - may damage or harm the Challenge Event premises;
 - in our opinion is likely to cause offence;
 - is otherwise a risk or potential risk to health and safety (e.g. you are unfit to participate due to the consumption of alcohol or drugs);

33. Photographers, journalists and reporters may be present on the day taking photographs, film or recordings to be used in reporting or promotional publicity such as newspapers, social media and websites. Please politely decline to have your photograph, footage or recording taken if you do not give your consent for it to be used for promotional or publicity purposes.

Personal data

34. By completing our registration form you are giving us permission:
- Share the same with the Event Manager, their assistant, South Downs Leisure or Sea Lanes for the purpose of organising, running and publicising the Challenge Event; and
 - for the free use of your name, picture, image, feedback and comments in any future publicity, advertising, fundraising materials and/or promotion relating to the Challenge Event; and
 - for your personal information to be stored and used by us in connection with our charitable work generally (and in respect of which you consent for us to contact you regarding the Challenge Event and future similar events and about our charitable activities generally).

Funding

35. Donations and sponsorship money should be sent to Team Domenica (being the name of the registered charity) no later than 15 December 2023.
36. Funds raised via Just Giving are non-returnable.

Liability

37. We shall not be liable for any refund, loss (including indirect or consequential loss), damage or expense caused by an event of force majeure.
38. In the event that we are held by a court to be in breach of our obligations under these Terms, we only be responsible for such loss or damage suffered by you which was reasonably foreseeable as a result of the breach. We shall not be responsible for any loss or damage that is not reasonably foreseeable or contemplated at the time you registered.
39. We are not liable for any business losses and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
40. To the maximum extent permitted by law, we hereby exclude any liability for loss, damage or injury to you and your property, including any indirect or consequential loss or damage, such as loss of enjoyment or travel or accommodation costs, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.
41. We do not seek to exclude or limit our liability: (a) for fraud or fraudulent misrepresentation; (b) for death or personal injury caused by our negligence or the negligence of any of our officers, employees or agents; or (c) for any other matter for which it is not possible to exclude or limit liability under any applicable laws.