

WEBSITE: TERMS AND CONDITIONS

The Black Horse Half & 10km running event is organised by Arrow Events. This document sets out the terms and conditions of the Black Horse Half website: www.blackhorsehalf.co.uk (the “Website”). These terms (the “Terms and Conditions”) are a legal agreement between you and Arrow Events Limited (“we”, “us” or “our”), a company registered in England and Wales under registered number 16111027 with its registered address 71-75 Shelton Street, London England WC2H 9JQ.

1. AGREEMENT TO TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. By accessing our website, you are explicitly acknowledging that you have read and understand these Terms and Conditions and you agree to be bound by them. If you do not agree to these Terms and Conditions, you are not authorized to use this Website. Arrow Events reserves the right to change these Terms and Conditions at any time. You are responsible for checking these Terms and Conditions periodically for changes. Your continued use of the Website after we make changes will mean that you agree to the changes.

We recommend you save and/or print a copy for your records. If you have any difficulty doing so, please get in touch through ‘Event Query’ page on our website (<https://blackhorsehalf.co.uk/event-query/>)

2. PRIVACY POLICY

In addition to these Terms and Conditions, our Website is also subject to our Privacy Policy and Cookies Policy, which is expressly made a part of our agreement with you and sets out how we will process your personal information. When you agree to these Terms and Conditions, you also agree to our Privacy Policy and Cookies Policy. It is important that you read

the Privacy Policy and Cookies Policy and only use the Website if you understand and agree to be bound by our Privacy Policy and Cookies Policy.

3. OWNERSHIP

(a) Ours. Our Website and all information, images, photographs and other content displayed on the Website (“Material(s)”) are protected by certain rights. These rights include all patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in design and all other intellectual property rights, in each case whether registered or unregistered (“Rights”). These Rights belong directly to Arrow Events Limited or are licensed to use from their respective owners or licensors. You may only view, print out and use the Website and the Materials for your own personal, non-commercial use. We expressly reserve all rights, in and to the Website and the Materials and your use of the Website and the Materials is subject to the following restrictions. You must not:

- remove any copyright or other proprietary notices contained in the Materials;
- use any Materials from our Website in any manner that may infringe any of our rights or the rights of a third party; or
- reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit our Website and/or the Materials in any way, including for any commercial purpose, without our prior written consent.

Use of our Arrow Events Limited Material for any purpose without first obtaining our express written permission may be a violation of our

copyright and/or other proprietary rights. We and our licensors reserve the right to exercise all rights and remedies available in respect of any infringement of rights in the Website or the Arrow Events Limited Materials accessible on it.

[(b) Yours. You retain ownership rights in anything you submit to us through our Website or email. However, when you submit materials to us (e.g. information, photos, videos or other materials), you grant us a free, worldwide, perpetual right to modify, reproduce, distribute, publicly display and perform the materials you have submitted, including, without, limitation, your name and likeness, and allow others to do the same for any purpose, including, without limitation, commercial purposes. You agree that you will not receive any compensation whatsoever for the aforementioned usage, and you are not entitled to make any claim in connection with our exercise of the permissions you have granted us, including, without limitation, claim(s) based on invasion of privacy, idea misappropriation, other violation of your civil rights, or defamation.]

4. SITE FEATURES

(a) General Information. Our Website is primarily meant to provide you with information about Arrow Events Limited events and about our company. While we try to keep our Website up-to-date and accurate, we take no responsibility for any incorrect information on the Website.

(b) Your Submissions. Our Website may also include: surveys to help us learn about you or your interest in volunteering at an event, hosting an event, or being part of a news story about an event; newsletter sign-up; and a poster request form. We do not guarantee any confidentiality or anonymity with respect to any information you provide to us. By submitting information, photos or other materials to us through the website or via email, you expressly: 1) give us permission to use such

materials for any purpose; and 2) represent and warrant that you are the owner of such materials have the right to permit us to use them for any purpose.

(c) Event Registration (Participant). Signing-up to participate in an event requires the creation of an account and registration through Active.com, a third party website owned and operated by Njuko.com. The information you provide to Njuko.com to register for an Arrow Events Limited event will be shared with us and used by us in accordance with our Privacy Policy, but Njuko.com may have its own terms and conditions and privacy policy. We are not responsible for your Njuko.com account and you must contact Njuko.com. for any issues with your Njuko.com account. Please review our Privacy Policy for more on how we use registration information received from you.

(d) Other Third Party Sites. In addition to Njuko.com, our Website may contain links to other third-party websites that are not owned or controlled by us. Links do not imply that we are, or our website is, affiliated to or associated with such sites. We are not responsible for the content, products, services, policies, or practices of any third-party website(s). By visiting those sites, you may be subject to the privacy policies and/or terms and conditions of use that may apply to such website(s) and we recommend that you read those terms and policies before proceeding.

5. RESTRICTIONS ON USE

We give you permission to use our Website so long as you abide by these Terms and Conditions and our Privacy Policy and do not:

- use the materials on the Website for any commercial purpose;
- use the Website or its content for any illegal purpose;

- attempt to gain unauthorized access to any other user's computer systems or networks associated with the Website;
- modify or attempt to modify or in any way tamper with Website;
- use the Website or any of any of its content in a way that may infringe upon the intellectual property other rights of any third party, including, without limitation, trademark, copyright, right of privacy or right of publicity; or
- interfere with or disrupt networks connected to the Website or violate the regulations, policies or procedures of such networks.

6. TERMINATION

We reserve the right to suspend or terminate your access to the Website at any time if we suspect that your use of the Website or its content may be unlawful, violate the rights of third parties or any of the terms of these Terms and Conditions or our Privacy Policy and we will not be label for any resulting loss of damage to the fullest extent permissible by law.

7. YOUR LIABILITY TO US

If anyone brings a claim against us related to your actions or use of the Website or any materials submitted by you through the Website, by email or otherwise, you agree to compensate us for all damages, losses, and expenses of any kind (including, without limitation, legal fees and disbursements) related to such claim.

8. MEDICAL TREATMENT

The Website is provided for your convenience. You should not rely on information provided on this Website as a substitute for professional medical advice, diagnosis, or treatment and nothing on this Website

creates a physician-patient relationship. Do not disregard, avoid or delay obtaining medical advice or seeking emergency care. We recommend you take further advice or guidance before taking any action based on information contained on or generated by our Website.

9. DISCLAIMERS

(a) You acknowledge that we cannot guarantee that our Website will:

- stay the same as we might change or remove it or make access to it subject to registration or charges;
- be compatible with all or any hardware or software which you may use;
- be available all the time or at any specific time;
- be accurate and up to date; or
- be error-free or free of viruses, electronic bugs, Trojan horses or other harmful components and you must take your own precautions accordingly.

(b) You also acknowledge that:

- we cannot guarantee the speed or security of the Website; and
- we will not be responsible for any damage or loss you may suffer directly or indirectly as a result of any virus attack that can be traced to our Website to the fullest extent permissible by law.

10. LIMITATION OF LIABILITY

(a) To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any Materials on it, whether express or implied.

(b) We are only liable to you in connection with your use of our Website for losses which you suffer as a direct result of our breach of these Terms and Conditions. We shall not be liable for any indirect, special, incidental or consequential damage or loss or for any business losses that you may incur, including but not limited to lost data, lost profits or business interruption.

(c) Arrow Events Limited is not liable for any Materials posted by other users and which are available on the Website. In the event that you believe such Materials infringe any Rights, or are illegal, then you should contact us [as explained above] so that we may investigate.

(d) We do not exclude our liability (if any) to you for:

- Personal injury or death resulting from our negligence;
- Fraud or Fraudulent misrepresentation; or
- Any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.

11. MISCELLANEOUS

These Terms and Conditions, our Privacy Policy and our Cookies Policy make up the entire agreement between you and us regarding the Website, and supersedes any prior agreements. If any part of these Terms and Conditions and/or Privacy Policy and/or Cookies Policy is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce these Terms and Conditions and/or Privacy Policy, such failure will not be considered a waiver. These Terms and Conditions, our Cookies Policy and/or our Privacy Policy do not confer onto any third party any beneficiary right(s) which are fully transferable and assignable solely by us, our transferees and assigns. Any terms of these Terms and Conditions and/or Privacy Policy and/or Cookies Policy that were, by their

nature, intended to survive termination of these Terms and Conditions and/or Privacy Policy and/or Cookies Policy will survive. These Terms and Conditions, our Cookies Policy and our Privacy Policy shall be interpreted in accordance with the laws of England and Wales and the English Courts will have exclusive jurisdiction for any action under these Terms and Conditions, Cookies Policy and/or Privacy Policy.