



TECH.DRIVEN RALLY 2018

Participant Disclaimer

I agree to participate in the Tech.Driven Rally (the “Rally”) subject to the terms and conditions of this disclaimer.

I understand that participating teams will be made up of up to four (4) people, including two (2) nominated drivers, and that every participant must be at least eighteen (18) years old, and I hereby confirm that my participating team meets these criteria.

I understand that my participation in the Rally involves a degree of risk and I agree that neither Swansea Start CIC t/a TechHub Swansea of TechHub Swansea, Urban Village, 221 High Street, Swansea, SA1 1NW (the “Organiser”) nor any of its associated companies shall be liable if I get injured, save that nothing in this clause shall limit or exclude the Organiser’s nor any of their associated companies liability for death or personal injury caused by their negligence. The Organiser shall not be liable, whether in contract, tort (including negligence), or otherwise for damage or injury arising as a result of my negligence (including but not limited to, being under the influence of alcohol, drugs, the use of a mobile device whilst driving or exceeding the speed limit as set by law). If I cause damage to a third party or third party property, I will be liable and will indemnify in full the Organiser and any of their associated companies against all liabilities, costs, expenses, damages and losses arising as a result of the damage caused.

I understand that the Organiser will not be liable for any costs incurred by me or my team as a result of the date of the Rally changing or cancellation of the Rally at any time if necessary to do so.

I confirm that I am in possession of a valid United Kingdom driving licence, valid personal liability insurance and motor vehicle insurance which covers my participation in the Rally and agree to maintain this insurance and the valid driving licence for the entire duration of the Rally. On the Organiser’s written request, I shall provide the Organiser with copies of the insurance policy certificates and details of the cover and a copy of my United Kingdom driving licence.

I confirm by signing this disclaimer that I have checked all of the equipment to be used in the Rally and warrant that it is in good working order, properly maintained and suitable for the Rally and that the motor vehicle used for the Rally has a valid MOT certificate or such other documentation as required in order to be compliant with law.

The Organiser will not have responsibility for breakdown of any vehicle used for the Rally, including any breakdown or stoppage resulting from a vehicle running out of petrol or (for electric vehicles) charge, nor shall it have any liability for any costs associated with recovery of any broken-down vehicle. The Organiser will use reasonable endeavours to provide information regarding fuelling stations (including electric vehicle recharging stations) throughout the route, however the Organiser shall have no liability should any listed stations be out of service or should any participating individual or team use an alternative route to the one suggested by the Organiser.

The Organiser and any of their associated companies will be entitled to use audio recordings, video recordings and to take photographs (together the "Materials") during and following the Rally and to use my name, image, voice, appearance and performance in such Materials for any purpose in all media forever (whether for commercial, promotional or other purposes).

The Organiser will be able to use, broadcast, screen, display, reproduce and/or make available to the public the Materials in any and all media, including but not limited to social media, radio, television, cinema, events, data carriers and the worldwide web. The Organiser will be entitled to make any alterations, intermissions, cuts or other modifications in and to the Materials and to use such altered Materials without restriction. I understand that I will not have the right to approve any of the Materials produced by the Organiser and I understand that I may not be named as a participant in the Rally.

I understand that I will not gain financially from my participation in the Rally or from my appearance in any Materials and I understand that the Organiser can withdraw my participation from the Rally at any time if necessary to do so.

I understand that I am allowed to use my own camera or other recording device during the Rally and that I am free to use such content for promotional or business purposes subject to the following. I hereby grant a perpetual, irrevocable, royalty free, non-exclusive licence (the "Licence") to the Organiser for the Organiser, if it so requests, to use and reproduce any such content I produce ("Works") in the Organiser's own advertising or promotional material relating to the Rally or otherwise and that the Organiser is permitted to transfer the granted rights under this Licence to any third party. The Organiser acknowledges and agrees that all copyright and rights in the nature of copyright subsisting in the Works shall vest with me.

I understand the Organiser may collect my personal data and will process such personal data only to the extent, and in such manner, as is necessary for the purpose of the Rally. The Organiser warrants that it will process the personal data in compliance with all applicable laws and regulations and, subject to the following paragraph, shall not disclose such personal data to any third party, without my prior written consent as participant.

I understand my name will be added to the Organiser's mailing list and that I have the right to ask the Organiser not to process my personal data for marketing purposes at any time by contacting the Organiser.

I understand that the Organiser will share information (which may include participants' personal data) with third parties that are sponsors of the Rally. By signing this disclaimer and ticking the consent box below I hereby consent to the Organiser sharing my personal data with such sponsors and I agree that such sponsors may contact me by email and/or telephone for marketing and promotional purposes.

The Organiser will host an awards ceremony in relation to the Rally and all participants will be eligible to win an award (award categories to be confirmed). I understand that upon entry into the Rally I will be automatically eligible to win an award. I understand that the winner of any award will be announced at the awards ceremony and that any award won may not be claimed by a third party on my behalf. I understand that if I win an award it will be given to me at the awards ceremony or will be sent to me by post to the address indicated on this disclaimer as determined by the Organiser within 30 days of being notified of winning. I understand that: (i) any award won is supplied by the Organiser and the Organiser reserves the right to replace the award with an alternative award of equal value; (ii) any award I may win is not negotiable or transferable and no cash alternative is offered; (iii) the decision of the Organiser is final and binding and no correspondence or discussion will be entered into.

I understand that the Organiser, its agents or distributors will not in any circumstances be responsible or liable to compensate or accept any liability for any loss, damage, injury or death occurring as a result of taking up any award won except where it is caused by the negligence of the Organiser. I understand that any personal information provided for the Rally may be held and used by the Organiser or its agents to administer the awards. The Organiser reserves the right to suspend, cancel or amend the promotion where it is necessary to do so. I agree if I win an award in the Rally that I will be required to participate in reasonable publicity related to the Rally or any awards ceremony I attend, which may include the publication of my name and photograph in any media.

This disclaimer and any dispute or claim arising out of, or in connection with it, its subject matter or formation including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

Signed by the participant:

Name:

Address:

Event:

Date:

Email:

I hereby consent to the Organiser sharing my personal data with third party sponsors of the Rally in accordance with this Participant Disclaimer: []