

TERMS AND CONDITIONS OF ENTRY

By submitting your online entry and paying your fee you are agreeing to enter the event and also agree to abide by these Conditions of Entry and any instructions given to you by the organisers and officials of the Event.

This also includes any entries made for you on your behalf by a third party.

A. THE EVENT

The Scottish Winter Swimming Championships swimming in extremely cold water temperatures. Whilst the utmost care is placed upon the safety of all swimmers, officials, supporters, bystanders and helpers, entrants undertake the event at their own risk.

Cold water swimming carries a level of risk that whilst reduced by the safe planning of the event cannot be entirely mitigated due to the nature of cold water swimming.

Essential Safety Information for all competitors

The event organisers have the authority to cancel, postpone or change the planned timings to ensure the safety of swimmers and all involved. Individuals who in the opinion of the event directors or safety marshals are either at risk or putting others at risk during the event will be removed from the event.

All swimmers agree to swim entirely at their own risk. In the unlikely event of injury, accident, loss or damage suffered by any swimmer, regardless of however it may be caused, no responsibility whatsoever shall be attached to the International Winter Swimming Association (IWSA), event organisers (SwimWild), or any persons involved in the organisation of the Scottish Winter Swimming Championships 2022.

By entering this event I confirm that -

- I agree to follow all the rules and instructions from IWSA, the organisers and officials at the event.

- For the 450m event I confirm I have completed the qualifying swim in accordance with the IWSA rules.
- For all swims I confirm that I am physically fit and that I am not aware of any pre-existing medical conditions that would prevent me from swimming in cold open water. I understand and agree that if I do not pass the doctors assessment on the day, I will not be permitted to swim and will forfeit all entry fees and expenses incurred.
- I understand the risks of cold water swimming and declare that I have no additional risk factors as detailed in the **Essential Safety Information**.

B. LIABILITY

By entering this event I waive, release and discharge IWSA and event organisers of any responsibility for loss or injury and neither I nor my estate will make any claim against them.

I agree to swim entirely at my own risk and understand the dangers associated with swimming in very cold open water, with the potential for serious personal loss or injury.

I will not hold IWSA or event organisers responsible for any of the following:

- Loss of revenue or business for any reason
- Loss or theft of property on or around the event site and car park
- Any loss of fundraising money whether by pledge or paid for whatever reason
- Injury or sickness of the participant

C. CANCELLATION BY YOU

All race entries are non-refundable (unless the event is cancelled by us). No refunds or deferrals are available if you cancel your entry. You are however able to substitute swimmers by logging onto the Si-Entries website and changing the personal details on the entry up to 14 days before the event.

For event refund protection please purchase Booking Protect (see Booking Protect Terms & Conditions) or take out your own insurance cover.

D. CANCELLATION BY US

We may cancel an event if circumstances beyond our reasonable control arise, including, without limitation, force majeure or act of God, war, civil or political unrest, terrorism, travel restrictions, or inclement / unsafe weather conditions. In such circumstance:-

- we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs, including your travel to the event location.

If due to Covid-19 or any other reason beyond our control we are forced to CANCEL the event 30 days or more before the event date, we will offer:

- a 100% refund of race fees minus a 10% administration fee

If due to Covid-19 or any other reason beyond our control we are forced to CANCEL an event 30 days or less before the event date, we will offer a reimbursement of the part of the entry fees (or a credit note to the equivalent value) which are recoverable or have not been irrevocably committed to staging the event. This is purely at our discretion and we are not required to provide any supporting evidence. By way of example, if we have to cancel immediately before the event due to weather, a refund or deferral is unlikely as the majority of event expenses will have been incurred and SwimWild reserves the right not to refund any of your entry fee in these circumstances.

E. HEALTH & FITNESS PRECAUTIONS

By entering this event you confirm that you -

- can swim the required distance,
- have experience of open water swimming,
- have the required level of fitness to complete the event,
- have an appropriate level of cold water acclimatisation, and
- agree to abide by the guidelines imposed by the event organisers.

If you are in any doubt please consult your doctor.

We, and those retained by us to supervise any event, have an absolute right at any time (even just before or during the event) to prevent you from undertaking any particular part of the event or the whole event if we reasonably believe that you do not possess the necessary levels of fitness and experience. In such circumstances we shall not be liable for any losses or compensation arising.

You must provide us with full details of any existing medical or physical problem or disability that may apply to you or any member of your group and which affect your arrangements (including, in particular, any difficulties that may be encountered in accessing the swim area or climbing down swim

ladders) at the time of booking. If in our reasonable opinion, your chosen arrangements are not suitable for the medical or physical problem or disability or you are not travelling with someone who can provide all assistance that may be required, we have the right to refuse to accept the booking or you may not be able to participate in certain parts of the event(s), in which event we shall not be liable for any losses or compensation arising.

If you do not give us full details of any medical or physical problem or disability at the time of booking and/or promptly inform us of any adverse change to or a new medical or physical problem or disability that arises after booking, then we can also cancel the booking when we find out the full details if in our reasonable opinion the arrangements are not suitable in the circumstances. If we cancel in this situation, cancellation charges as set out in our Cancellation Clause must be paid by the person concerned.

We will need full details from you of any illness, medication currently being taken, known medical conditions and allergies. This information must be supplied at the time of entry via Si-Entries booking form or via email to info@swimwilduk.com.

This information is required purely to assist in the case of an emergency and will otherwise be kept strictly confidential.

G. BEHAVIOUR

You must be responsible for the behaviour of yourself and your party. In particular we require that all our customers abide by any event rules or other codes of conduct (which will be forwarded to you with your Confirmation Invoice or, if not, prior to the event commencing) and any other regulations that we may reasonably have in force in respect of the event in question and all instructions given by those supervising any event. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your group by terminating your event entry if behaviour is or is likely to be, in our reasonable opinion, or in the reasonable opinion of any our suppliers, or other person in authority, disruptive, upsetting or dangerous to yourself or anyone else. We will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your trip due to such unacceptable behaviour or any failure to follow

regulations or instructions. In this situation we will then have no further responsibility for you or any other member of your party.

H. DATA PROTECTION

Information about you and members of your party, including your names, contact details and any special needs or disabilities is collected by us when you request information or make a booking with us. We may disclose this information to our service providers (who may be located outside the UK/EEA) for the purpose of providing you with your travel arrangements. Only information necessary for this purpose will be disclosed to them. Some information, for example relating to your religion or health, may be “sensitive personal data” within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of you or anyone else in the group. From time to time we may contact you by post with information about special offers or forthcoming trips. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to Alice Goodridge.

I. PHOTOGRAPHY AND COMMENTS

The IWSA and the event organisers would like to reserve the right to use images or information in any format of you taking part in the Scottish Winter Swimming Championships.

We may take photographs of you during the course the event and may use such photographs on our website, social media or for our own marketing purposes. Likewise, if you supply any photographs or written comments to us about the event, we may occasionally use them on our website or for other marketing purposes.

Please advise if you have any objection to such images or information being used in any publicity or public reporting of the Scottish Winter Swimming Championships.

- I consent to photos and videos being taken by any press or broadcast media present.
- I understand that there will be no payment or fee either monetary or in kind made for the use of such images or information.

J. COMMUNICATION

Generally much of our communication with you is by email and this applies particularly in respect of confirmations or event instructions and changes and subsequent information that needs to be sent to you. It is your responsibility to retain copies of all communications that you receive from us electronically relating to your trip and contact us if you have not received information prior to the event date. We cannot be responsible for any losses arising from a failure by you to receive email communications on account of technical problems, traffic congestion on the Internet or on any Website, problems with or technical malfunction of any telephone network or lines, computer equipment, software, systems, servers or providers.