



## TERMS & CONDITIONS

*Applies to:*

- *Individuals;*
- *Teams; and*
- *Group Participants*

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## **1. Individual Participant Declaration**

By accepting these Terms & Conditions, I agree that Alive Outside is not liable for any personal injury or any other accident that may cause injury to me.

In case of injury or illness, I give my consent to emergency transportation and the administration of first aid and medical treatment.

## **2. Team Leader Declaration**

I acknowledge, that as Team Leader, I am accepting these Terms & Conditions on behalf of my team mates.

It is my responsibility as Team Leader to make my team mates fully aware of the risks associated with taking part, and to pass on any important information from Alive Outside about HELL & BACK to them.

I agree that Alive Outside is not liable for any personal injury or any other accident that may cause injury to me or my team mates.

In case of injury or illness to me or any of my team mates, I give my consent to emergency transportation and the administration of first aid and medical treatment.

## **3. Group Manager Declaration**

I acknowledge, that as Group Manager, I am accepting these Terms & Conditions on behalf of all the participants in my group.

It is my responsibility as Group Manager to make all the participants in my group fully aware of the risks associated with taking part, and to pass on any important information from Alive Outside about HELL & BACK to them.

I agree that Alive Outside is not liable for any personal injury or any other accident that may cause injury to me or any participant in my group.

In case of injury or illness to me or any of the participants in my group, I give consent to emergency transportation and the administration of first aid and medical treatment.

## **4. Personal Accident Insurance Cover**

A €6 per person Personal Accident Insurance Fee is a mandatory part of your registration, as it covers injuries you may sustain taking part in HELL & BACK.

HELL & BACK is Ireland's Toughest Mental & Physical Endurance Challenge and there are risks associated when participating. This Personal Accident Policy, which is underwritten by AIG Ireland, provides various benefits, including €1,500 Medical Expenses per person for injuries sustained while participating in the HELL & BACK Event you have registered for. Please note that Loss of Income is not covered.

This is a very brief synopsis of the cover provided and does not form the basis of your contract with AIG. For a full synopsis of the cover provided or if you have queries, please contact our Head Office on [info@aliveoutside.ie](mailto:info@aliveoutside.ie) or 01 2147355.

## **5. Physical Condition of Participants**

Before taking part in HELL & BACK, Alive Outside recommends that you contact a medical professional to make sure that it is appropriate for you. We strongly recommend that all participants with health-related concerns visit their local GP for a health check-up before participating.

All participants in HELL & BACK events do so at their own risk.

Alive Outside urges Team Leaders and Group Managers to instruct their members to seek appropriate medical advice prior to signing up or participating in a HELL & BACK event.

## **6. Infectious Diseases**

HELL & BACK venues are often large working farms, which are home to a wide variety of plants and animals, both domestic and wild. As the course involves running through ponds and rivers and other natural terrain, Alive Outside encourages HELL & BACK participants to know the symptoms of Infectious Diseases, especially Weils / Leptospirosis Disease. This is an acute, infectious disease spread by infected wild and domestic animals. If you develop any symptoms after the event you should see a medical professional immediately.

By accepting these Terms & Conditions, you agree to the risks associated with running through the natural habitat of these plants and animals. Alive Outside does not accept liability for any illness contracted – everyone takes part at their own risk.

For more information, check out <http://www.hellandback.ie/WeilsDisease.html>.

## **7. Refunds**

Your registration is secured upon completion of the online purchase. As this purchase is for a specific HELL & BACK event on a specific date, unfortunately you are not entitled to a refund in case you cannot attend. You may be able though to transfer your registration to another person or move to another event (subject to availability) – see 8. Replacement Participants and 9. Transfers/Switching Events below for more info.

## **8. Replacement Participants**

If you or a team mate cannot take part in HELL & BACK, you can easily appoint a replacement to take your place, right up to race day. Here is what to do:

1. Email your replacement your original Ticket / Confirmation Email.
2. On the day, your replacement should present this Confirmation Email to one of our marshals at the Registration Tent and collect your allocated Wristband on your behalf.
3. Your replacement must read the Event Terms and Conditions and, if happy with them, print & sign their name beside the allocated Wristband Number - and draw a line through your name, indicating you are no longer participating.
4. So if you get injured and can no longer take part, you can allocate your place to someone else right up until the event day.

Because many HELL & BACK events sell out in advance, you may find a buyer for your ticket on our [Facebook Page](#) in the Event section.

If you have any queries about Replacement Participants, give us a shout on 01 2147355 or email [info@aliveoutside.ie](mailto:info@aliveoutside.ie).

## 9. Transfers / Switching Events

As well as transferring your registration to another person, you have the option to switch event dates. Requests to do so must be made in writing to [info@aliveoutside.ie](mailto:info@aliveoutside.ie) within the following time frame:

- Up to 6 weeks (30 working days) of Event = Transfer Possible
- Within 6 weeks (30 working days) of Event = Transfer Not Possible

Unfortunately, we will not be able to accommodate a transfer after this time. Switching dates is subject to availability and can only be done for events where registration is live on our website.

If you are unable to transfer to another event, you may be able to find a replacement to take your place. See 8. Replacement Participants section above for full details.

If you have any queries about Transfers or Switching Events, give us a shout on 01 2147355 or email [info@aliveoutside.ie](mailto:info@aliveoutside.ie).

## 10. Event Rescheduling Policy

HELL & BACK events take place all year round and go ahead within the reasonable weather expectations of Ireland. As everyone is aware though, there is the potential for extreme or severe weather and therefore we have an Event Rescheduling Policy if the conditions are very bad.

Our aim is to do all we can to make your experience at HELL & BACK as enjoyable and safe as possible. If though we deem weather conditions to be potentially hazardous and unsafe for participants, we reserve the right to postpone and reschedule the event for an alternative date to maintain competitor safety.

Where possible, our policy is to postpone an event NO LATER THAN 9PM on the night beforehand and our decision about postponing an event is final.

In the case of a postponement, we will use all the media available to us to inform you as quickly as possible:

- Email
- SMS
- [Website](#)
- [Facebook](#)
- [Twitter](#)

In the case of an event being postponed and rescheduled, you will have the option of:

1. Switching your registration to the new reschedule date; or
2. Getting a full refund\*.

*\* To avail of a full refund, you must email [info@aliveoutside.ie](mailto:info@aliveoutside.ie) within **72 HOURS** of the rescheduled date being announced. Unfortunately we will be unable to offer you a refund if you do not contact us within this time.*

Please email [info@aliveoutside.ie](mailto:info@aliveoutside.ie) if you change your email or SMS details.

Alive Outside is not liable for any costs incurred by participants resulting from the postponement and rescheduling of an event, such as accommodation, transport etc.

## **11. Under 18's**

HELL & BACK is not suitable for children aged 15 or younger.

For participants aged 16 or 17, please note that they are not covered by insurance unless we have received a completed Parental/Guardian consent form. To get an Under 18s Parental Consent Form, please contact our Head Office on [info@aliveoutside.ie](mailto:info@aliveoutside.ie) or 01 2147355.

It is mandatory for all participants aged 16 and 17 to bring valid photo ID with them on the day to ensure they can gain access to the course. Alive Outside reserve the right to refuse admission if a Parental/Guardian consent form and valid photo ID are not provided at registration.

## **12. Under 23's**

For insurance purposes, anyone who looks 23 years or younger may be asked to present valid photo ID at Registration. Alive Outside reserves the right to refuse admission should valid photo ID not be presented when requested.

## **13. Timing Chips**

HELL & BACK is a challenge rather than a race.

The event is aimed at everyone from all sporting backgrounds and ages, from 16 year old schoolkids to 70+ year old grandparents. **Everyone** who finishes the course and makes it thru' Ireland's Toughest Physical & Mental Endurance Challenge is special in our eyes – not just the fastest. Therefore, we do not put any emphasis on the times people complete the course in.

Your primary focus should be on completing the course, helping your fellow participants through and doing your best. Without a competitive element, we feel this will better encapsulate the ethos of what our event is about - focusing more on camaraderie and helping each other, raising money for charity etc.

Your time, and who finishes first, is completely irrelevant to us but there will be a clock at the Start and Finish Lines showing the time of the day, so anyone who is interested in their times can calculate it themselves.

Placing more of an emphasis on helping fellow HellRaisers and camaraderie makes HELL & BACK a much better event for everyone and improve the experience of all our participants.

## **14. Optional Additional Costs**

When you register for a HELL & BACK Event, the fee includes your entry into the event, mandatory Personal Accident Insurance Cover and exclusive Finisher's Tshirt.

Unless otherwise stated, the following services are not included in the price but can be purchased separately:

- Car Parking
- Return DART Shuttle Bus (Bray only)
- Start in 1<sup>st</sup> Wave of the Day

## **15. Photo Gallery & Image Rights**

We regularly have official photographers at HELL & BACK taking action photos of both those taking part as well as spectators. We then post these images to dedicated albums on our [Facebook](#) page and website.

We will also use some of these photographs for promotional material in the future, including websites, brochures, posters, advertising (print and online) etc.

By taking part in HELL & BACK, and by accepting these Terms & Conditions, you grant Alive Outside the absolute right and permission to copyright and use, re-use, and publish, photographic portraits or pictures of you or in which you may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with your own or a fictitious name, or reproductions thereof in colour or otherwise, made through any medium, and in any and all media now or hereafter known, for art, advertising, trade or any other legal purpose. You also consent to the use of any printed matter in conjunction therewith.

## **16. General Rules**

Alive Outside is not responsible for lost, damaged or stolen property while in or on the premises, car parks or other areas within the vicinity of the HELL & BACK event. Please use the Secure Valuables Drop for any valuable items you may have (keys, wallet, mobile phones etc).

We advise participants and spectators to wear appropriate footwear and clothing for HELL & BACK, taking into consideration the time of year, weather forecast and course terrain.

It is the responsibility of each participant to complete HELL & BACK within the rules and regulations stated by Alive Outside. Anyone breaching these rules and regulations may be removed from the event without refund.

Alive Outside is an Irish company and its primary currency is Euros. We comply fully with Distance Selling Regulations. Our Terms & Conditions do not affect your statutory rights.

## **17. Privacy Policy**

Alive Outside is committed to protecting your privacy. We will only use the information that we collect about you lawfully, in accordance with the Data Protection Act 1998.

We are committed to protecting the privacy of users of the HELL & BACK website and are aware that, as a user, you care about the security and privacy of your information.

This privacy statement explains policies on data collection and use practices of the HELL & BACK website, hosted by Jalmia Solutions for Alive Outside. This statement applies only to the information collected online and does not apply to other offline Alive Outside sites, products or services.

Our website contains links to other sites not controlled or operated by us. We are not responsible for the privacy policies of websites that we do not control or operate. By accessing this website, you are consenting to the information collection and use practices described in this privacy statement.

## Website Policy

### *1. Information*

All information provided on our website is supplied in good faith. We endeavour to display the most up-to-date and accurate information and will happily correct any mistakes made. We cannot though be held responsible for any errors or omissions in details provided online.

### *2. Credit Card Security*

Using a credit card to make purchases via our website is a secure way to pay for your items. We have put a number of security steps in place to give you, the customer, total confidence when purchasing your items via our website. Your credit card information is only supplied to our Credit Card processing company at the relevant stage of the payment process. We do not retain any records of credit card information on our web servers.

### *3. Pricing*

All items purchased will be charged in Euro (Ireland) or Sterling (UK). For an exact conversion rate for your currency, please contact your bank or credit card provider.

### *4. Articles and website content*

The info on this website is not meant to replace the advice of a medical expert. Regarding your own specific situation, do not rely upon any information that you read to replace consultations or advice received by qualified health professional. The information provided is intended for educational purposes only and it should never be construed as medical advice. Website contributors have no liability towards the choices you make towards your own health after reading the content. Furthermore, each article might not apply to every individual.

## Collection of Information

### *1. Navigational Information*

We gather navigational information about where visitors go on our website. This information allows us to see which areas are most visited and helps us improve the quality of your online experience by recognising and delivering more of the most desired features and services.

### *2. Technical Information*

Technical details in connection with visits to this website are logged by our internet service provider for statistical purposes. No information is collected that could be used by us to identify website visitors unless required to do so by rule of law.

The technical details logged are confined to the following items:

- The User's IP address;
- The previous website address from which the user reached us, including any search criteria used;
- Click screen data ,which shows the traffic of users around this website - for example pages accessed and documents downloaded; and
- The type of web browser used by the website user

### *3. Cookies*

Cookies are very small text files stored on your hard drive. They uniquely identify your computer and allow us to store profile information, improve website security and help us to customise your website experience. Cookies are only used on this site for the Team Login Section. A unique user identity is created when a member logs into the site which ensures that you are not required to re-enter login details as you move throughout the website. For more detailed information on cookies, visit [www.allaboutcookies.org](http://www.allaboutcookies.org)

#### *4. Personal Information*

When registering for a HELL & BACK event, you will be asked to provide your email address and mobile phone number. This information allows us to contact you with detailed information about the event you have registered for. We may also use your contact details to inform you of upcoming HELL & BACK events that may be of interest to you.

We do not make the contact details of our database available to other unaffiliated companies for their marketing purposes, unless specific consent for such transfer to third party affiliates has been received from the user.

#### *5. Access and Control of your Personal Information*

If you who wish to view / amend your personal information, email your updated contact details to [info@aliveoutside.ie](mailto:info@aliveoutside.ie). This email must originate from the email address listed in your profile.

#### *6. Use of Your Personal Information*

Alive Outside only holds and uses personal information to provide additional services to our customers, such as informing you periodically of Alive Outside news and special offers via the HELL & BACK ezine.

If you previously subscribed to this service but no longer wish to receive information, simply click "Unsubscribe" at the bottom of the next ezine you receive.

Please note that, if you ask to be removed from our mailing list, you may start receiving the ezine once again if you register for a new HELL & BACK event on our website.

Alive Outside will not disclose personal information to any unaffiliated third party without prior consent being obtained from the customer, unless required to do so by law or in the good faith that such action is necessary to:

- Conform to the edicts of the law or comply with legal process served on Alive Outside.
- Protect and defend the rights or property of Alive Outside.
- Act in urgent circumstances to protect the personal safety of Alive Outside employees or agents, users of Alive Outside products or services, or members of the public.

Please be aware that we may use third party contractors to help provide services to you, such as fulfilling orders, processing payments, monitoring site activity, serving site content, organising information, conducting surveys, administering ezine and SMS campaigns, organising competitions etc. Outside contractors who have access to personal data are required to treat the information in a confidential manner.

#### *7. Data Protection Act*

Alive Outside holds information on customers, in accordance with the provisions of the Data Protection Act 2003 and will adhere to any other relevant future legislation in this area. Under this legislation, customers can obtain a copy of all information which Alive Outside has on its databases in relation to them. Customers wishing to obtain such information should contact Alive Outside at [info@aliveoutside.ie](mailto:info@aliveoutside.ie). Alive Outside reserves the right to charge a fee of E5 for providing copies of such information to you.

#### Security of Your Personal Information

Alive Outside strictly protects the security of your personal information and honours your choices for its intended use. We carefully protect your data from loss, misuse, unauthorised access or disclosure, alteration or destruction. As explained above, your personal information is never shared outside the company. Inside the company, data is stored on password-controlled servers with limited access.



Customers also have a significant role in protecting their information. No unauthorised person can see or edit your information without knowing your team/group login (username and password), so do not share these with others.

#### *8. Site Security*

Alive Outside has a committed Security Policy. We retain the information you provide when registering on our website for any event but implement a number of sophisticated security measures to ensure the safety of this personal information. The information is contained on a secure server, which is accessible only by a limited number of employees who have authorised access rights to such information.

All sensitive and credit / debit card information supplied by any customer in the process of payment is transmitted via Secure Socket Layer (SSL) technology. SSL is commonly-used for managing the security of message transmission on the Internet through public-and-private key encryption and a digital certificate that establishes your credentials when doing Internet business or other on-line transactions. When you are asked to enter any personal details or credit card information, the website will be secure. This is easily identifiable by a green lock icon in the Page Address URL. SSL ensures that the information being transmitted to Alive Outside is secure.

If your browser supports SSL, and if you entered our site via our secure server access, then transmission of any sensitive data will be protected. If your browser does not support SSL, we recommend that you upgrade to the latest version of any browser to enhance the security of further transactions - otherwise the transmission of your personal data may not be protected and Alive Outside disclaims any responsibility in this case.

#### Changes to this Privacy Statement

As the Alive Outside website expands, improves and updates, we reserve the right to modify or amend the policy at any time and for any reason. When policy changes occur, Alive Outside will automatically update the Terms & Conditions with the new details.

For material changes to this privacy statement, we will notify you either by placing a prominent notice on the HELL & BACK website or by sending you a notification. We encourage you to periodically review this privacy statement to stay informed about how the organisation is helping to protect the personal information collected. Your continued use of the service constitutes your agreement to this privacy statement and updates to this statement.

Please be aware that this privacy statement and any other choices you make on the website will not necessarily apply to personal information you may have provided to us in the context of other, separately operated, Alive Outside events.

#### Contact Information

Alive Outside welcomes your comments regarding these Terms & Conditions. If you have any questions or queries, please contact us by e-mail at [info@aliveoutside.ie](mailto:info@aliveoutside.ie) or call us on 01 2147355. Alive Outside will use commercially reasonable efforts to promptly determine and remedy the problem.

## **18. Disclaimer**

Alive Outside reserves the right to change these Terms & Conditions at their discretion in the interest of improving the experience of participants. The user is therefore responsible for regularly reviewing the Terms & Conditions, which will be available to view on the Alive Outside website. This means that we will not notify you of any changes to the Terms & Conditions but will post them on the website.

These Terms & Conditions shall be governed by and construed in accordance with the laws of the Republic of Ireland, and the parties hereby submit to the non-exclusive jurisdiction of the Irish courts to settle any disputes in connection with, or arising out of, the use of this site or its affiliate sites.

If any of the provisions of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from the Terms & Conditions and the remaining provisions of the Terms & Conditions shall continue in full force and effect.

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