

# 2024 Event Entry Terms and Conditions

#### 1.1 DEFINITIONS

WBD Sports Events Limited ("WBD") will deliver the organisation, media production and broadcast, promotion and commercialisation of the Whoop UCI MTB Bike World Series.

"**Organiser**" is the local party responsible for the planning, promotion and execution of their individual Events, with respect both to compliance with WBD and UCI rules and regulations and to the administrative, operational, financial and legal aspects.

**"Event"** refers to any and all activities related to the Whoop UCI MTB World Series (including the UCI World Cup and Open Racing).

"Rider" refers to a participant in each Event.

"Website" is <a href="https://ucimtbworldseries.com/">https://ucimtbworldseries.com/</a> (unless otherwise specified).

### 1.2 ACCEPTANCE

By registering and/or participating in an Event, a Rider is deemed to agree to and accept these Terms and Conditions.

Persons completing an Event entry on behalf of another individual (including minors) warrant that they have made the Rider aware of this agreement and that the Rider has accepted these Terms and Conditions.

## 1.3 MODIFICATION

WBD reserves the right, at its sole discretion, to add, delete, modify or replace any of these Terms and Conditions.

If a revision materially affects a Rider's rights, WBD will notify the Rider by sending a message to the email address associated with the Rider's Event entry. Unless a Rider withdraws within 72 hours of notification, Rider agrees to be bound by the modified Terms and Conditions.

The most current version of the Terms and Conditions will always be posted on the Website.

#### 1.4 INTERPRETATION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts of London, England.

## 2. ENTRIES

#### 2.1 ENTRY POLICY

The Rider must have a personal Rider account linked to a unique email address. Registration shall be open at: https://ucimtbworldseries.com/register.

The Rider represents and warrants that all information they provide, including but not limited to information concerning their name, date of birth, address, credit card number, and other identifying information of any nature will be true, complete and correct, and that the Rider will update all information as it changes.

#### 2.2 ENTRY FEE PAYMENTS

Entries are not valid and final until all fees have been paid in full.

## 2.3 TRANSFERS

The Rider acknowledges that Event entry is personal to them and that entries cannot be transferred, assigned, gifted, sold or deferred.

#### 2.4 WITHDRAWAL

If a Rider elects to withdraw from competition, they must inform WBD at the following email address: <a href="mailto:cycling.athletes@wbd.com">cycling.athletes@wbd.com</a>.

## World Cup

If a Rider elects to withdraw before the closing date of entries for the Event, and cancels for what WBD reasonably believes is a legitimate reason (such as injury or illness), the Rider will be eligible for a refund of their entry fees (less a 20% processing fee).

If a Rider withdraws after the closing date for entries has passed, the Rider will forfeit their entry fee.

#### Open Racing

If a Rider elects to withdraw before the closing date of entries for the Event, and cancels for what WBD reasonably believes is a legitimate reason (such as injury or illness), the Rider will be eligible for a refund of their entry fees (less a 20% processing fee).

If a Rider withdraws after the closing date of the Event, the Rider will forfeit their entry fee.

Where the Rider is unable to participate in the Event due to any reason, including but not limited to injury, illness, travel issues, weather, event cancellation, event venue change, event date change or Force Majeure (see Clause 7), WBD and the Organiser will not be liable for any costs incurred by the Rider relating to

privately booked travel, accommodation or other ancillary costs incurred.

#### 2.5 REFUNDS - CREDIT CARDS

Refunds are automatically issued to the credit card on file originally used for payment of the entry. Where eligible, please allow up to 10 days for the refund to be processed.

Refunds to expired or cancelled cards are handled by the customer's card issuer - and they should also automatically be credited to the customer's replacement card/account.

### 2.6 RIGHT OF REFUSAL OF ENTRY

WBD and the Organiser maintain the right to refuse or revoke Entry to any Rider, if in WBD or the Organiser's sole discretion, it considers such action necessary for safety reasons or the proper enjoyment of the Event by other participants or for any other reasonable reason.

No refund of the entry fee shall be made if the Rider has acted negligently, maliciously, with wilful misconduct or otherwise without due care and attention for the Event or other participants, so as to cause their removal.

## 3. EVENT RULES AND POLICIES

The Rider agrees to abide by all applicable rules, policies, rulings and instructions by WBD/the Organiser or any relevant sporting governing body that oversees the running of the Event.

All information relating to the Event will be published on <a href="https://ucimtbworldseries.com/">https://ucimtbworldseries.com/</a>.

The Rider is expected to read and understand the Race Book and Rule Book and any other information relevant to their Event.

## 4. RACE LICENCE

## 4.1 WORLD CUP

UCI licences are mandatory for a Rider to compete in each World Cup.

#### **4.2 OPEN RACES**

Licence requirements for the Open Races are established by the National Federation in the host country and vary depending on the Event. It is the responsibility of the Rider to verify and comply with the applicable licence requirements.

While UCI licences may not be mandatory for certain Open Races, only Riders with an active / valid UCI licence at the time of race will be eligible to upgrade to the Enduro and E-Enduro World Cup direct entries as well as Enduro and E-Enduro Global Ranking points .

## 5. TRAVEL DOCUMENT REQUIREMENTS

The Rider assumes sole responsibility for verifying and complying with any and all passport, visa, vaccination or other entry requirements of the host nation of the Event.

The Rider is solely responsible for any adverse consequences resulting from incomplete or defective documentation

## 6. POSTPONEMENT / CHANGES / CANCELLATION

WBD reserves the right to modify the schedule, format, duration, course, individual race stages or any other aspect of the Event, or delay or cancel the Event (or any individual race stages), if they believe the conditions are unsafe or otherwise unsuitable for the Event.

If an Event is relocated and/or rescheduled, the entries will be automatically transferred to the new date and/or location

Please see Clause 2.4 in event of a rider being unable to attend the rescheduled Event.

If an Event is cancelled due to causes beyond the reasonable control of WBD, including but not limited to, natural disaster, extreme weather, war, terrorism, civil or political unrest, strikes or labour disputes (whether involving the workforce of the Organiser or others), government orders, occurrence of a disease, epidemic, or pandemic; conditions where significant damage or alterations to the race course may occur, conditions where proceeding with the Event would pose a substantial health or safety risk to the Rider, participants or spectators, or any other "Force Majeure" event, the Rider will be eligible to receive a partial refund (50%) of their entry fees providing the cancellation occurs at least 60 days prior to the Event. If an Event is cancelled due to a Force Majeure event within 60 days of the Event, no refunds will be available.

## 7. DATA PROTECTION

Any personal data concerning the Rider hereunder and/or otherwise collected by WBD and WBD by virtue of this Agreement shall be processed by WBD and/or WBD, for the purpose of managing the Rider's participation in, and attendance at, the Event, in compliance with the Regulation (EU) 2016/679 of the

European Parliament and of the Council of 27 April 2016 and/or by other applicable law or regulation of the countries outside of the European Union where the Event takes place. The lawfulness of the processing of personal data shall stand on the need to perform this Agreement and administer the Event and, for as long as the contractual relationship remains effective and, even after, such personal data shall be stored until the limitation periods of all liabilities derived from this Agreement have expired.