



# UCI MOUNTAIN BIKE WORLD SERIES

## 2023 Event Entry Terms and Conditions

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## 1. GENERAL

### 1.1 DEFINITIONS

ESO Sports Organisation Limited (“**ESO**”) working in partnership with Discovery Sports Events (“**DSE**”) will deliver the organisation, media production and broadcast, promotion and commercialisation of the 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 ESO and UCI rules and regulations and to the administrative, operational, financial and legal aspects.

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

“**Racer**” and “**Racers**” refer to the participants in the Events.

“**Website**” is <https://ucimtbworldseries.com/> (unless otherwise specified).

### 1.2 ACCEPTANCE

By registering and/or participating in an Event, a Racer 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 Racer aware of this agreement and that the Racer has accepted these Terms and Conditions.

### 1.3 MODIFICATION

ESO 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 Racer’s rights, ESO will notify the Racer by sending a message to the email address associated with the Racer’s Event entry. Unless a Racer withdraws within 72 hours of notification, Racer 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 Scotland and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts of Scotland.

## 2. ENTRIES

## **2.1 ENTRY POLICY**

All Racers must have a personal Rider account linked to a unique email address.

<https://www.ucimtbworldseries.com/register>

Racers represent and warrant 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 Racers 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.

ESO acts as agent for the local Organisers for the purposes of taking online entries and processing entry fee payments.

## **2.3 TRANSFERS**

Racers acknowledge that Event entry is personal to them and that entries cannot be transferred, assigned, gifted, sold or deferred.

## **2.4 WITHDRAWAL**

Racers wishing to withdraw must inform the ESO by email addressed to [sportsservice@eso-sports.com](mailto:sportsservice@eso-sports.com).

Racers cancelling (for any reason) at least 30 days prior to the Event will be eligible for a refund of their entry fees (less a 30 EUR processing fee).

If a Racer withdraws after the 30 day deadline has passed, the Racer will forfeit their entry fee.

Where the Racer 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 section 10), ESO / Organisers will not be liable for any costs incurred by the Racer 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**

Event Organisers maintain the right to refuse or revoke Entry to any Racer, if in 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 Racer 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

Racers agree to abide by all applicable rules, policies, rulings and instructions by the ESO/Organiser or any relevant sporting governing body that oversees the running of the Event.

All information relating to the Events will be published on <https://ucimtbworldseries.com/>.

Racers are 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 Racers in the 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 Racer to verify and comply with the applicable licence requirements.

While UCI licences may not be mandatory for certain Open Races – only Racers with an active / valid UCI licence at the time of race will be eligible to collect Golden Ticket EDR World Cup direct entries as well as EDR Global Ranking points .

Global Ranking points are not available for the E-enduro Open Races.

### 5. TRAVEL DOCUMENT REQUIREMENTS

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

Racers are solely responsible for any adverse consequences resulting from incomplete or defective documentation.

### 6. INSURANCE

Personal insurance coverage is not provided by the ESO/Organisers.

Racers are responsible for securing their own accident, rescue, health, travel, property and liability insurance.

Racers should have the following insurance coverage:

- bodily injury (in and out-patient hospital expenses and medical care, emergency rescue and medical transport costs, permanent disablement, death) and material damages (loss of earnings) in case of accident in the course of the Event or during training
- Third-party liability insurance for material damage or bodily injury caused to others in the course of the Event or during training.
- Reimbursement of the entry fees and other ancillary costs resulting from an inability to participate in an Event

## 7. HEALTH and SAFETY

### 7.1 MEDICAL

Racers certify that they are physically fit and have no health or medical conditions that would affect their ability to participate in the Event.

Racers are obligated to disclose to the Organiser any medical or physical conditions from which they suffer that might affect their performance or be relevant if medical treatment is needed. Racers accept the risk of competing despite these condition(s).

### 7.2 CONCUSSION PROTOCOL

Any Racer who fails a concussion assessment by a qualified medical practitioner, during that Event, will be removed from the current practice session or race and will be prohibited from further participation in any official training or race until cleared in writing by a medical doctor to resume such activity.

Should a concussion be confirmed by a medical doctor, the athlete is responsible for completing a 'graduated return to activity' plan.

[DOWNLOAD](#) Concussion Pocket Guide for Riders

### 7.3 EQUIPMENT

Racers accept responsibility for the condition and adequacy of their equipment .

### 7.4 RISK ASSUMPTION

Racers voluntarily assume full and complete responsibility for all risks associated with participating in the Event and for any injury, accident or damage that may occur during their participation in the Event, including by way of example and not limitation: (a) travelling to and from the Event; (b) falls; (c) mechanical failures of equipment; (d) collisions with other participants, spectators and fixed or moving objects; (e) the effects of weather, including temperature extremes; (f) use of chairlifts, gondola or shuttle vehicles; (g) traffic accidents; (h) trail and road conditions; and (i) the negligence of themselves and/or others.

## 8. IMAGE RELEASE

As a condition of entry and participation, Racers unconditionally and irrevocably consent, authorise and grant ESO, the Organisers of each Event, and their respective affiliates, sponsors, promoters, advertisers, broadcasters, webcasters, contractors, agents, representatives, licensees and assigns (together, the "Releasees") all the necessary authority, right and licence and permission to use photographs, audio or

video recordings, or other forms of recordings that capture their image, likeness, voice or performance (or all of these) (collectively hereinafter referred to as “**Images**”), in which they may be included in whole or in part, in any manner or media, including print, broadcast, internet media, direct marketing channels, downloadable content and applications, and all other technologies now known or hereafter developed. Racers acknowledge that drones may be used in capturing these images and accept that the drones may be flying above them. The Images may be used or exploited for any commercial or non-commercial purpose whatsoever, in all territories, by ESO, DSE or any of their third party partners, and may be altered, modified, changed, combined or incorporated into other works. Racers hereby relinquish any rights they may have in the Images (including privacy, personality and publicity rights). In no event shall Racers seek or be entitled to injunctive or other equitable relief in connection with the use of the Images. No fees or other compensation whatsoever will be provided to Racers for or in connection with the use of the Images. Racers hereby release the Releasees from any and all claims which they may now or in the future have relating to the ownership, reproductions, display, distribution or other use of the Images.

## 9. POSTPONEMENT / CHANGES / CANCELLATION

Organisers reserve 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.

If a Racer is unable to attend the rescheduled dates and/or venue, the entry fees are refundable providing the Racer withdraws within the 30 day deadline. (see section 2.4. WITHDRAWAL)

If an Event is cancelled due to causes beyond the reasonable control of the Organiser, 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 Racers, participants or spectators, or any other “Force Majeure” event, Racers 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.

## 10. DATA PROTECTION CLAUSES

Any personal data concerning each Racers hereunder and/or otherwise collected by ESO and DSE by virtue of this Agreement shall be processed by ESO and/or DSE, for the purpose of managing the Racers participation in, and attendance at, the Events, in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and/or by any 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 Events 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.

Each Racer shall authorise allowing the ESO, DSE and local Organisers to use their personal data for campaigns and activities connected to the Events - subject to compliance with all relevant Data Protection laws and regulations .