



Earth Runs Terms and Conditions

Welcome to Earthruns.com (the "Website"). The Website is operated as a service provided by Wow Creative Services Ltd. (registered in England under the number 06435333) with our registered office at 10 Annery Kiln, Weare Giffard, Bideford, Devon, EX39 5JE UK ("we" or "us"). Our VAT registration number is GB 718 0838 26.

These terms and conditions consist of:

- (a) the general terms and conditions set out in **Section A** ("General Terms") that apply to your access, browsing, use and participation on this Website, as well as any other activity such as entering races or purchasing any merchandise via the site. By using the website you will be treated as having accepted these terms and conditions; and
- (b) the terms and conditions set out in **Section B** ("Race Terms") that apply, in addition to the General Terms, if you would like to register for and participate in any races; and
- (c) the terms and conditions set out in **Section C** ("Sales Terms") that apply, in addition to the General Terms, to any order for or purchase of any merchandise via the Website;
- (d) the terms and conditions set out in **Section D** ("Tree Donation Terms") that apply, in addition to the General Terms, Race Terms and Sales Terms, to the management and donating of the Trees.

which are together referred to as the "Agreement".

Please do not access or browse our Website if you do not accept the terms of the Agreement. They apply in addition to our Privacy Policy and Cookie Policy available on our website.

Section A – General Terms

- 1) Accessing our site
 - a) There is no charge for access to and use of our Website.
 - b) You may be required to register in order to access certain features on our Website. Please refer to the Race Terms and our Privacy and Cookie Policy for details how we use the information that you provide to us.
 - c) We do not offer any guarantee that our Website, or any content on it, will always be available or be uninterrupted – life happens but we want to keep it up so will be working hard on resolving any issue. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. We will not be liable to anyone if for any reason our Website is unavailable at any time or for any period.
 - d) You are responsible for making all arrangements necessary for you to have access to our Website. You are responsible for configuring your information technology, computer programs and platform in order to access our Website. You should use your own virus protection software.
- 2) Postings supplied by you
 - a) The Website may link to our Facebook, Instagram or Twitter pages or other features on the Website which may provide some areas where you can post or exchange information, ideas and opinions as well as post photos and other materials. Such actions are collectively referred to as "Postings". If you make use of this facility you must comply with the terms set out in this Agreement and any applicable terms (including any which may be imposed by the operators of Facebook or Instagram or Twitter).
 - b) The standards set out in this clause 2.b apply to all Postings. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.
 - i) Postings must:
 - (1) Be accurate (where they state facts).
 - (2) Be genuinely held (where they state opinions).

- (3) Comply with applicable law in the UK and in any country from which they are posted.
- ii) Postings must not:
 - (1) Contain any material which is defamatory of any person or contain any material which is obscene, offensive, hateful or inflammatory.
 - (2) Promote sexually explicit material or violence.
 - (3) Promote discrimination or discriminate based on race, sex, religion, nationality, disability, sexual orientation or age.
 - (4) Promote any illegal activity.
 - (5) Infringe any copyright, database right or trademark of any other person.
 - (6) Be likely to deceive any person.
 - (7) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
 - (8) Be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
 - (9) Be likely to harass, upset, embarrass, alarm or annoy any other person.
 - (10) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
 - (11) Give the impression that they emanate from us, if this is not the case.
 - (12) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- c) You warrant that all of your Postings do comply with the standards set out in this clause 2.b, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Basically, be kind, be thoughtful and if you wouldn't want your mum to read your post out loud to your younger siblings or children, don't post it.

- d) You hereby authorise us to copy and use and/or authorise others to use all or part of your Postings in any manner (including, without limitation, for the purposes of implementing or developing any idea that you may suggest or discuss), format, or medium that we or such other parties see fit throughout the world. You waive any moral rights.
- e) We have the right to disclose your identity to anyone who alleges that your Posting may infringe their intellectual property rights or their right to privacy.
- f) You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you could commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.
- 3) Monitoring and moderating
 - a) Please be aware that we have no obligation to (and do not always exercise) editorial control over Postings or other information that users post to the Website and such information does not necessarily reflect our views.
 - b) Notwithstanding clause 3.b, we reserve the right to monitor and/or moderate all Postings and to remove all or part of any which we consider in our absolute discretion to be offensive or otherwise in breach of this Agreement. We may also make alterations to Postings at any time and at our discretion.
- 4) Complaints
 - a) If you have any complaint about any Posting or other content on our Website please contact us at admin@earthruns.com
 - b) Your complaint will be dealt with by our team in accordance with our internal moderation and take down policy and guidelines in place from time to time. A member of our team will use reasonable endeavours to

respond to you although you should be aware that we receive, review, investigate and deal with complaints only during our normal business hours.

- c) We reserve the right to terminate your registration and access to the Website if we suspect any misuse of our complaints procedure.
- 5) Intellectual Property Rights
- a) We are the owner or the licensee of all intellectual property rights in and relating to:
 - i) our Website; and
 - ii) the material (including all logos, text and graphics) published on the Website; and
 - iii) the software used to operate our Website.
 - b) These works are protected by copyright and other intellectual property rights around the world. All such rights are reserved.
 - c) You may print off one copy, and may download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website.
 - d) You must not modify the paper or digital copies of any materials you have printed off or downloaded in accordance with clause 5.c in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
 - e) Our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged.
- 6) Content
- a) The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.
 - b) Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.
- 7) Disclaimer and liability
- a) Nothing in the Agreement shall limit our liability for fraud or for death or personal injury caused by our negligence or in relation to any other liability which cannot be excluded or limited by law.
 - b) Subject to clause 7.a and other than as stated in this clause 7 or the Sales Terms, all implied terms, conditions or warranties are hereby excluded to the fullest extent permitted by law.
 - c) Whilst we make every effort to ensure the availability and accuracy of our Website and any content, we do not warrant that the availability of our Website will be uninterrupted or that Website and any materials accessible via the Website will be error or omission free.
 - d) We do not accept any responsibility for any use made of the Website and we shall not be liable:
 - i) in any circumstances for any loss of profits, loss of sales or revenue, loss of or damage to goodwill, loss of customers, loss in connection with third party claims, or any indirect, special or consequential loss (even if the party concerned has advised of the possibility of such loss);
 - ii) for any failures, interruptions, delays or other matters of a similar nature arising out of circumstances beyond our reasonable control; and/or
 - iii) for any other loss suffered in connection with the use of our Website or any content to the fullest extent that we may exclude or limit such liability under applicable law.
 - e) Subject to clauses 7.a to 7.d above, our liability under or in connection with the Agreement and the Website is limited to the greater of (i) an amount equal to 100% of the amounts paid by you to us; or (ii) £100.00.
 - f) Different limits and exclusions apply if you purchase merchandise from our Website. Please refer to the [Sales Terms](#).
- 8) Your personal information
- a) Please see the Race Terms and our Privacy and Cookie Policy on our website for details of how we process your personal details and how we use cookies.
- 9) Variations

- a) We may revise the terms of the Agreement at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on our Website.
- 10) Linking to our Website
 - a) You may link to our home page or any other relevant page of our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
 - b) You must not establish a link from any Website that is not owned by you.
 - c) Our Website must not be framed on any other site. We reserve the right to withdraw linking permission without notice.
- 11) General terms
 - a) If we fail, at any time, to insist upon strict performance of any of your obligations under any of the terms of the Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled under the Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
 - b) We will not be liable to you for any breach of the Agreement that arises because of any circumstances which we cannot reasonably be expected to control.
 - c) No term of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.
 - d) If there is a conflict or inconsistency between any provision contained in these General Terms and the Race Terms and/or the Sales Terms, except where provided to the contrary, to the extent of the conflict or inconsistency the following order of precedence shall apply:
 - i) if you are purchasing merchandise, the Sales Terms will take precedence; and
 - ii) if you enter a race, clause 7 of these General Terms will prevail and the Race Terms will take precedence over all other clauses of the General Terms.
- 12) Law
 - a) The Agreement is governed by English law. You agree to submit to the exclusive jurisdiction of the English courts provided that nothing in this clause will prevent us from taking any action in any court that has jurisdiction over you.
- 13) Contact
 - a) You may contact us at admin@earthruns.com

Section B – Race Terms

- 1) Race entry –
 - a) A “race” is the definition used for a “virtual race”. It is not an organised event and can be run anytime and anywhere within any restrictions or closing dates provided at the time of purchase.
 - b) By entering a Race you are agreeing to enter into the race and agree to abide by these Race Terms as well as the General Terms and the terms set out on the relevant race entry page of the Website.
 - c) Entries to races are non-transferable. Participation in the race is personal to you; you are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the race.
 - d) To enter a Race you must be 18 years of age or older on the date you participate in the race.
 - e) Race entry closure is determined and announced when race participation reaches a stated capacity (where applicable) or a pre-set date. This will be stated on the Website entry page of the race in question.
- 2) Race entry fees and cancellation
 - a) You must pay the race entry fee at the time of entering the race.
 - b) All race entry fees are non-refundable, and cannot be deferred towards a future race, nor can an entry be transferred from one race to another. You do not have a right to change your mind since the race entry fee is

charged in return for our entering you into the race. Your entry is completed as soon as you have completed the race entry process.

- c) The trees will be donated once the race deadline has passed and you have provided evidence of your completion. The number of trees will be as stated on the applicable race entry page of the Website.
- 3) Participation is at your own risk
 - a) You are responsible for ensuring that you have undertaken any necessary preparation and training to enter and participate in any race. Entry and participation in races is at your own risk. You warrant to us that you will be on the date of the race, sufficiently fit and healthy to participate in the race unaided and in accordance with the Agreement. If you are in any doubt we recommend that you seek medical advice.
 - b) You will be required to confirm your acceptance of these terms and the disclaimer when entering each race.
- 4) Race completion
 - a) You will be treated as having completed the race if you submit the required evidence of your completion of the race to us by the date specified on the race entry page of the Website. Examples of the required evidence are stated on each race entry Website page. Any question as to whether sufficient evidence is provided will be determined solely at our discretion.
 - b) We will donate the trees earned by you once we have received the required evidence of completion in accordance with clause 4.a and by the deadline outlined on the race entry page on the Website.
 - c) A medal will be sent to each participant who purchased the option for a medal who provides the required evidence of completion in accordance with clause 4.a. Medals are sent by post within a reasonable time of the deadline for completing the race to the address provided by you during the race entry process. It is your responsibility to ensure that your address and any other details are correct and we will not be responsible or liable to you if these details are incorrect.
 - d) Spot prizes are awarded entirely at our discretion. Recipients of any spot prizes will be selected by a random process.
 - e) The deadline for completing each race and the submission of evidence in accordance with clause 4.a is fixed and cannot be varied. If we do not receive your evidence by the date specified, we are not obliged to donate the trees, the trees will not be credited to your account, you will not receive a medal and will not be included in the results section of our Website.
- 5) Personal Information
 - a) For the purposes of this section, personal information includes any data or information about you that is described as "personal data" and/or "sensitive personal data" in the Data Protection Act 1998 (which includes your name, photos, medical data and other information about you ("Personal Information"). References to our partners includes our sponsors, advertisers, charities and any other third parties with which we may work in connection with the operation of the Website and the organisation and promotion of races and virtual races.
 - b) You agree that the Personal Information relating to you can be stored, used by us and our partners in connection with the organisation, staging and administration of the race.
 - c) You agree that the Personal Information relating to you may be anonymised and the anonymised data may be used by us and our partners in connection with the compilation of statistical information.
 - d) You have the option to agree at the time of purchase, that your name, image and contact details can be used by us, and if such agreement is given, these details can be used for the purposes of:
 - i) the promotion and marketing of the race and the Website;
 - ii) adding you to a mailing list to keep you informed about any future events and services which we believe you might be interested in, such as leisure activities relating to either similar types of events or activities or future races;
 - iii) promotional and marketing material in respect of similar events, other community based activities organised by us and/or our partners.
 - e) You have the right to revoke your agreement at any time by emailing: admin@earthruns.com
 - f) You agree that we may publish your Personal Information as part the lead up to the race and as part of the results of the race either for the race alone or combined with or compared to other races and events. Results

may include (but not be limited to) name, any club affiliation, race times, age category, location, submitted times and photos.

- g) In particular in relation to photographs, you agree to the publication of such photographs and their use by us and those authorised by us in any way which we may see fit now or in the future including but not limited to display on the Website and inclusion in other publications and publicity materials.
- h) Further information about your Personal Information and how it will be used and processed can be found within our Privacy Policy stated on the Website.

Section C – Sales Terms

PLEASE READ THESE TERMS CAREFULLY. IN PARTICULAR, PLEASE NOTE YOUR RIGHTS TO CHANGE YOUR MIND AND CANCEL DESCRIBED IN CLAUSE 7 AND OUR LIABILITY TO YOU DESCRIBED IN CLAUSE 10.

- 1) These terms
 - a) These are the Sales Terms on which we supply merchandise to you, whether these are goods or services or digital content. These Sales Terms apply in addition to the General Terms of this Agreement.
 - b) Please read these terms carefully before you submit your order for any merchandise to us. These terms tell you how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 2) Our contract with you
 - a) Your order is an offer to purchase our merchandise. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
 - b) If we are unable to accept your order, we will inform you of this in writing and will not charge you for the merchandise. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified or for any other reason.
 - c) The Website is solely for the promotion of our merchandise in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.
- 3) Our merchandise
 - a) The images of the merchandise on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4) Your right to change your order
 - a) 4.1 If you wish to make a change to merchandise you have ordered please contact us at admin@earthruns.com stating any order number given. We will let you know if the change is possible.
- 5) Supplying merchandise to you
 - a) The costs of delivery will be as displayed to you on our Website.
 - b) We will deliver merchandise to you as soon as reasonably possible and in any event within 10 days after the day on which we accept your order.
 - c) If our supply of the merchandise is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any merchandise you have paid for but not received.
 - d) The merchandise will be your responsibility from the time we deliver the product to the address you gave us. You own the merchandise once we have received payment in full.
- 6) Price and payment
 - a) Whilst we try and ensure that all details, descriptions and prices that appear on the Website are accurate, errors may occur. If we discover an error in the price of any merchandise which you have ordered, we will inform you of this as soon as possible and give you the option of either re-confirming your order at the

- correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel and you have already paid for the merchandise, you will receive a full refund.
- b) Where applicable, prices are inclusive of VAT. All prices are based on GBP Sterling (£). Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable.
 - c) You must pay for the merchandise before we dispatch it. We will not charge your credit or debit card until we dispatch the merchandise to you.
- 7) Your rights to change your mind and cancel
- a) For most merchandise bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are not affected by the terms offered.
 - b) You may cancel your order (or any part of it) and return your merchandise for any reason before dispatch or within 14 days after the date of delivery by e-mailing us at admin@earthruns.com
 - c) You will lose your right to cancel after the expiry of the 14 day period referred to in clause 7.b (this does not affect your rights if there is any problem with the merchandise, in relation to which please see clause 8 below).
 - d) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
 - e) In relation to merchandise delivered to you, you may need to take delivery of the merchandise before you can cancel your order if we have arranged for delivery of merchandise before we receive your notice of cancellation. This does not affect your rights under this clause and clause 9.
 - f) When you change your mind and notify us as described above, we will refund you the price paid for the cancelled order (or part of the order cancelled), less any deductions as described in this clause 7. Where you cancel the entire order, we will also refund the standard delivery charges paid (if any), or an amount equal to those charges if you elect to use a more expensive delivery method. We will pay the refund within 14 days after the day:
 - i) you notified us to cancel your order, where you have not received the merchandise (and the merchandise have not been sent to you); or
 - ii) we receive the merchandise you returned to us, where you are in receipt of the merchandise.
 - g) You must arrange for the return of the merchandise as soon as possible and in any event not later than 14 days after the day on which you cancel your order. You will be responsible for the cost of returning the merchandise.
 - h) You must not use the merchandise (except to the extent reasonably necessary to inspect and examine it) and take care of it while it is in your possession. We reserve the right to make a deduction from the amount of any refund for loss in value of the merchandise returned where the merchandise show signs of unreasonable use.
- 8) Faulty merchandise
- a) If there is any problem with your merchandise, or if it is defective or damaged you must notify us as soon as is reasonably possible. Claims may be reduced or rejected if we have not been given an opportunity to put matters right.
 - b) In addition to the right to cancel an order as described in clause 7, if there is a problem with your order or the merchandise you purchase is faulty, we may offer a repair, exchange or refund as appropriate in accordance with your consumer rights. Please call us or e-mail us using the contact details specified in clause 7.b.
- 9) Our rights to end the contract
- a) We may end the contract for the purchase of merchandise at any time by writing to you if:
 - i) you do not make any payment to us when it is due;
 - ii) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the merchandise;
 - iii) you do not, within a reasonable time, allow us to deliver the merchandise to you or collect them from us.

- b) If we end the contract in the situations set out in clause 9.a we will refund any money you have paid in advance for merchandise we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 10) Our liability to you
- a) If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
 - b) We only supply the merchandise for domestic and private use. To the extent not prohibited by law we will have no liability to you:
 - i) if you use the merchandise for any commercial, business or re-sale purpose, for any loss of profit, loss of business, business interruption, or loss of business opportunity;
 - ii) loss which is not foreseeable as described in clause 10.a;
 - iii) loss which arises when we are not at fault or in breach of the Agreement.
 - c) As a consumer, you may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in the Agreement is intended to limit your legal rights as a consumer.

Section D – Tree Donation Terms

- 1) Trees
 - a) A “Tree” is the definition used as designated by us to provide a donation to our Tree Planting Partners.
 - b) Each Race will outline the number of Trees that can be earned by you on the Race Entry Page at the time of purchase.
 - c) We guarantee at the time of sale that the donation we make on completion of the race will equate to the number of trees stated on the Race Entry based on the equation provided to us by our Tree Planting Partners.
 - d) This equation may change and we cannot be held responsible for any changes to the number of trees that can be earned either in the future or retrospectively.
- 2) Trees Earned
 - a) The definition of “Trees Earned” is based on the number of Trees shown on the Race Entry Page. Earning Trees relates to the completion of the race for which you have entered in accordance with Clause 4 in the Race Terms.
 - b) Entry into a race guarantees one Tree is purchased, all subsequent Trees available for the purchased Race Entry will be donated once you have provided the evidence required in accordance with the clause 4 on the Race Terms and as outlined on the Race Entry Page at the time of entry and within the Race Deadline. At such time we shall credit your account page with the trees you have earned. Failure to complete the race or provide such evidence will result in no trees credited to your account.
- 3) Purchasing of Trees
 - a) The Trees earned will be pooled together at the end of the race and a total number of Trees purchased within 15 days of the end of the deadline.
- 4) We are not responsible for providing you with evidence of any singular tree planting or race entry, however proof of purchase of the total donation for Tree planting can be shown on request and from time to time through our newsletter. We want you to see what your hard work has shown.
- 5) Tree Planting Partnerships
 - a) We reserve the right to change the partners we use for Tree Planting at any time based on the Service they provide, the Quality of planting and Success of their scheme.

- i) Use of this Website and entry into a Race does not provide you with any rights as to who we choose to partner with.
- ii) Use of this Website and entry into a Race does not provide you with the right to choose where the Trees are planted unless otherwise stated at the time of Race Entry.

Happy running, let's plant more trees.