

This agreement confirms the terms which apply to participation in the Event. By agreeing to the terms and conditions I accept that I have read the below carefully, fully understand it's content and voluntarily agree to its terms.

## **OVERVIEW**

Name of Event: Ekiden Relay Night

Date of event: Thursday 23rd January

Time of Event: 6.30pm - 8.30pm

Location of Event: Paddington Recreation Ground

Eligibility: Participants must be 18 years of age or older

## **CONDITIONS**

**1** Nike European Operations Netherlands B.V. ("**NIKE**") or another member of the "**NIKE Group**" (meaning Nike Inc., NIKE, its subsidiaries, any company or entity to which NIKE or any of its subsidiaries licenses rights or provides services to, and/or any company which is, in relation to any such company, its parent undertaking or subsidiary) is sponsoring, producing, directing, organising, running or paying for the Event, in which I wish to take part. In consideration of the opportunity to take part in the Event, I agree to the terms and conditions set out in this Release. Participants in the Event are required to assume all risks of taking part by agreeing to this Release.

**2** NIKE has made no representation to me as to the suitability, condition or safety of the Event venue and I acknowledge that taking part in the Event may involve risks and dangers of accidents, personal and bodily injury and property loss or damage. I confirm that I am in good health and have no medical or health condition that could endanger or limit my ability to take part in the Event. I understand and have considered the risks involved in taking part in the Event and I voluntarily and freely choose to take those risks. I agree to follow all reasonable instructions of the organisers during the Event.

**3** I understand that NIKE does not provide any insurance for any illness, accident, injury, loss or damage that may arise in connection with me taking part in the Event. If I become ill during or after an Event and receive medical attention or treatment from the Event medical personnel provider, or any doctor or hospital, I authorize those persons to provide my details (including details of medical treatment administered) to NIKE and or others authorized by NIKE to collect the information, to enable NIKE to prepare a report of the incident and retain it for internal purposes only. Participant details will be treated as confidential and will be handled in accordance with applicable data protection law.

**4** To the maximum extent permitted by applicable law, I irrevocably and unconditionally agree to hold harmless and indemnify NIKE from and against any losses, claims, costs, damages or expenses (including reasonable legal fees) arising in connection with any accident, loss or damage arising from my attendance at and/or participation in the Event. NIKE's liability relating to Participant taking part in the Event shall be excluded to the maximum extent permitted by applicable law, except in the case of negligence or wilful misconduct.

**5** I agree that NIKE may photograph and/or film me during my attendance at and/or participation in the Event and related activities (“**Recording**”) and may use my image, including for promotional and commercial purposes. I grant NIKE the right to use for the maximum time allowed by applicable law, throughout the world and without any compensation, any Recording of me in any media, for the purpose of advertising, promotion, or any other commercial purpose in connection with the promotion of the Event or future events, in NIKE campaigns and/or for other NIKE promotional activities including partner channels. I also grant NIKE permission to display my name, image, Event standings and results during the Event and for the same purposes as any Recording.

**6** I grant to NIKE a perpetual licence to use all comments, materials, feedback and ideas I may share with them, without notice, compensation or acknowledgement to me, for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.

**7** I understand and acknowledge that NIKE can at any time refuse to allow me to take part in the Event if I do not comply with this Release or with the instructions of NIKE representatives at the Event. I understand and acknowledge that my participation in the Event cannot be transferred to anyone else and cannot be exchanged for cash.

**8** This Release constitutes the entire agreement between us and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between us, whether written or oral, relating to its subject matter. This Release cannot be altered or modified. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) except as set out in this Release.

**9** If any wording in this Release is held, in part or in full, to be invalid or unenforceable for any reason, the validity of the remaining provisions of this Release shall not be affected, and they shall continue to be valid and enforceable. The invalid or unenforceable provision shall be replaced with a valid provision which is as similar as possible in substance to the invalid or unenforceable provision.

**10** This Release and any disputes arising out of or in connection with it shall be governed by and construed in accordance with the laws of the jurisdiction of the Participant’s residence.

## **DATA PROTECTION NOTICE**

**1** For the purposes of this Release, the data controller is the NIKE entity referenced above. In completing the General Participant Release Form and participating in the Event, you will provide NIKE with certain personal data, such as your image, contact details and personal details associated with the Event. You understand and acknowledge that by completing the General Participant Release Form and ticking the box to state that you agree with this Data Protection Notice, you give consent for NIKE to process your personal data. NIKE processes the personal data to administer the

Event and use the captured footage across its platforms as advertising, as well as to handle follow-up matters after the Event.

**2** NIKE may share your personal data with third parties to process the data on NIKE's behalf. When using third parties to process data, NIKE will require the third parties to implement appropriate measures to protect your personal data. NIKE may transfer or store the personal data collected and processed as part of the NCX outside of the EEA or Switzerland. When doing so, NIKE will ensure that your personal data transferred to these countries receives adequate protection in accordance with data protection rules.

**3** NIKE will process your personal data at all times in accordance with applicable data protection legislation. For more detailed information on how NIKE will process your personal data, and your rights, please visit the NIKE Privacy Policy, which is available at [https://agreementservice.svs.nike.com/gb/en\\_gb/rest/agreement?agreementType=privacyPolicy&uxId=com.nike.unite&country=GB&language=en&requestType=redirect](https://agreementservice.svs.nike.com/gb/en_gb/rest/agreement?agreementType=privacyPolicy&uxId=com.nike.unite&country=GB&language=en&requestType=redirect). To exercise your rights of access, deletion, or correction please use the webform <https://en-gb-help.nike.com/app/privacy>. If you have specific questions related to the processing of personal data, please email the Privacy Office at [privacy@nike.com](mailto:privacy@nike.com).