

## Indemnity Declaration

I declare, confirm and agree as follows:

- I have read the Rules and Regulation and the terms and conditions of Entry and Participation and agree to participate on the understanding that I will adhere to all the provisions stated therein for the event entered.
- I will be participating in the event entirely at my risk and responsibility.
- I understand the risk of participating including risks associated with the risk of dehydration and the risk of being on a course with vehicle traffic, even if the course may be regulated/ policed.
- I understand that I must be of, and must train to, an appropriate level of -fitness to participate in the event.
- I am physically fit and capable of participating in the Event and I have not been advised otherwise by a qualified medical practitioner.
- I, for myself and my legal representatives, waive all claims of whatsoever nature against any and all sponsors of the event, Jubilee Insurance, Exigent Limited, Nairobi City County, Grand Nairobi Bike Race, all political entities, authorities and officials, all contractors and construction -firms working on the event, all Grand Nairobi Bike Race Organizing Committee persons, officials and volunteers and all other persons and entities associated with the event and the directors, employees, agents and representatives of all or any of the aforementioned including, without limitation, any claims that might result from my participation in the event and whether on account of illness, injury, death or otherwise.
- If I am injured or taken ill or otherwise suffer any detriment whatsoever, I hereby irrevocably authorize the event organizers' and officials to transport me to a medical facility and/or to administer emergency medical treatment and I waive all claims that might result from such transport and/or treatment or delay or deficiency therein. I shall repay or reimburse any of my medical and emergency expenses and I hereby authorize you to incur the same. I shall provide to race officials such medical data relating to me as they may request. I agree that nothing herein shall oblige the event officials or organizers' or any other person to incur any expenses or to provide any transport or treatment.
- I understand that by agreeing to these terms and conditions, I consent to the use of my personal data including contact information, motion pictures, recordings or any other records of this event ("information") for any legitimate purposes, including commercial advertising, marketing of products offered by the Organizer and those offered by sponsors to the Grand Nairobi Bike Race. I understand that there may be need to disclose the information to the Organizers affiliate companies, agents, advisors and third party service providers ("Other Parties"). Information shall be released to other parties on condition that the other parties handle my Information only subject to the organizers instructions.
- The terms a conditions of Entry and participation and the clauses of the indemnity apply to all members of a group on whose behalf I am signing.
- If I have under my care or control children below 18 years of age participating in the Event, then I shall ensure that they are accompanied at all times by a responsible adult and understand that the terms and Conditions of Entry and Participation and the clauses of the indemnity apply to such children.
- I hereby declare that the date and information provided on the entry form is true and correct.
- By electronically submitting this form, I agree and confirm that I accept all terms and conditions, and waiver policy.

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## Privacy Policy

### Data Privacy Statement

The Grand Nairobi Bike Race respects your privacy and we are committed to keeping your personal information and other data confidential and secure.

#### 1. When does this Data Privacy Statement apply?

This Data Privacy Statement explains the approach taken by Jubilee Live Free Race powered by Grand Nairobi Bike Race towards the personal information and data that we collect about you (“Your Information”) when you visit its Websites, Register for the Jubilee Live Free Race powered by Grand Nairobi Bike Race online, Register for the Jubilee Live Free Race powered by Grand Nairobi Bike Race by filing physical forms, electronically respond to our online advertisements or when you send us communications via any computer, mobile or other similar electronic devices (“Device”) and information collected through the registration forms for purposes of the Jubilee Live Free Race powered by Grand Nairobi Bike Race .This Data Privacy Statement is limited to information and data collected as above. The Data Privacy Statement does not apply when you leave our Website, including third-party websites where our online advertisements are displayed or links to third-party websites which we do not operate or control. Please read the privacy statements and terms and conditions of these third-party websites and decide whether they satisfactorily protect your rights.

#### 2. You consent to our use of Your Information and Cookies

By submitting your personal information through any means detailed in one (1) above you consent to:

- a. our use of Cookies (see section 3(a) below);our use of Your Information as described in this Data Privacy Statement; and
- b. our use of Your Information as described in this Data Privacy Statement; and(c) the terms and conditions of this Data Privacy Statement.
- c. the terms and conditions of this Data Privacy Statement.

You agree that we may collect, use and disclose your personal data, motion pictures, recordings or any other records of the Jubilee Live Free Race powered by Grand Nairobi Bike Race for any legitimate purposes, including commercial advertising. By agreeing to these terms and conditions, you consent to our use of the personal information, personal contact information, motion pictures, recordings or any other records of this event for any legitimate purposes, including commercial advertising. The information may be sent directly by our agents, advisors and third party service providers (“Other Parties”) and we shall disclose the relevant contact information to them for that purpose.

Please note that if you do not consent then please do not proceed further and do not provide Your Information.

#### 3. What information do we collect about you?

Personal information is required for your registration to the Jubilee Live Free Race powered by Grand Nairobi Bike Race. Additionally, the Website is designed to use Cookies to collect information about how people use the Website (see Use of Cookies) and in some parts of our Website, we specifically ask for Your Information.

- a. **Use of Cookies;** Cookies are small data files which are placed on your Device when you visit certain parts of our Website or click on our online advertisements. Cookies and similar technologies are used to identify your Device for the following purposes:-
  - o **Strictly necessary cookies.** These essential cookies are set throughout our Website and are required for the operation of our Website to:

- Allow our web server to determine whether the cookies setting on your web browser has been enabled or disabled. This allows us to know whether data can be collected from your web browser;
  - temporarily allow you to carry information between pages of our Website to avoid having to re-enter that information;
  - Temporarily identify your Device after you have logged in to a secure page on our Website so that our web server can maintain a dialogue with your web browser in order for you to carry out certain activities.
- o **Analytical / performance cookies.** These are used to help us improve our Website by:
    - tracking your visits to our Website and recognizing your web browser when you are a repeat visitor so that we can gather statistics on new and repeat visitors to evaluate site effectiveness.
  - o **Functionality cookies.** These are used to recognize you when you return to our Website. This enables us to:
    - Personalize our content for you and remember your preferences (for example, your choice of language and region);
    - Store your login and other preferences so you do not have to re-enter that information when you return to the Website.
  - o **Targeting / advertising cookies.** These cookies record your visit to our Website, your response to our online advertisements; track the pages you have visited and the website links you have followed. We use this information to:
    - Make our Website more relevant to your interests;
    - Provide online advertisements or offers on our Website or third-party websites which are most likely to interest you;
    - Limit the number of times you see an advertisement and evaluate the effectiveness of our online marketing and advertising programs.

The above cookies may be placed on your Device by us or by third parties on our behalf (for example, advertising networks and providers of external services like web traffic analysis services).

Most web browsers are initially set up to accept cookies. You can choose to 'not accept' cookies by changing the settings on your web browser but if you block all cookies, including strictly necessary cookies, you may find that certain features on our Website will not work properly.

- b. **Physical Registration forms and Online Forms** Personal information shall be submitted when you complete physical or online forms to register for the Jubilee Live Free Race powered by Grand Nairobi Bike Race or when you submit an enquiry online. Please ensure you also read any applicable Terms and Conditions for participating in the Jubilee Live Free Race powered by Grand Nairobi Bike Race

#### 4. How we use Your Information

We will always treat your information as confidential. We will use good practices to keep it secure and will otherwise abide by the relevant data protection and privacy laws.

#### 5. Disclosing Your Information

When using your information for the purposes we may need to disclose it to more than one company within the Jubilee Live Free Race powered by Grand Nairobi Bike Race and to our agents, advisors and third party service providers ("Other Parties"). When this happens we will require the Other parties to handle your information using the same level of care that we apply. We will also require them to only use your information according to our

instructions and directions.

If the other parties are overseas your information may be sent to another country including countries with weaker privacy and data protection laws than in your country of residence. We will not otherwise disclose your information to third parties unless we have your permission or we are under a legal or similar obligation.

This means, by way of example that your information may be disclosed to:

- a. Regulators, supervisors, governments or quasi-governmental authorities in countries where we, our agents, advisors or third party service providers have a presence;
- b. Agents, advisors or third party service providers under a duty of confidentiality to the Jubilee Live Free Race powered by Grand Nairobi Bike Race;
- c. Anti-money laundering and fraud prevention agencies (where necessary for the Purposes).

## **6. Retaining Your Information**

We will retain your information for as long as the purpose for which we collected it continues. It is then destroyed unless further retention is required to satisfy a legal, regulatory or accounting requirement or to protect our interests.

## **7. Privacy, security and communications using the Internet**

- a. The Internet is not a secure form of communication and sending and receiving information over the Internet carries with it risks including the risk of access and interference by unauthorized third parties. It is your responsibility to maintain the secrecy of any user ID and login password you hold.
- b. Information passing over the Internet may be transmitted internationally (even when sender and recipient are located in the same country) via countries with weaker privacy and data protection laws than in your country of residence. As a result, we do not accept responsibility or liability for the confidentiality, security or integrity of Your Information in connection with its transmission over the Internet.
- c. In order to maintain the security of our systems, protect our staff, record transactions, and, in certain circumstances, to prevent and detect crime or unauthorized activities, we reserve the right to monitor all Internet communications including web and email traffic into and out of our domains.

## **8. Withdrawing Consent**

If you do not wish for your personal information to be used for marketing purposes after the Jubilee Live Free Race powered by Grand Nairobi Bike Race for which you have registered completes, please contact us at [info@grandnairobiakerace.co.ke](mailto:info@grandnairobiakerace.co.ke) or [info@jubileegnbrlivfreerace.co.ke](mailto:info@jubileegnbrlivfreerace.co.ke)

## **9. Contacting us**

If you have questions about our Data Privacy Statement please write to us:

Jubilee Love Free Race powered by Grand Nairobi Bike Race  
C/o Exigent Limited: MMID Plaza  
P.O. Box 30003-00100 G.P.O, Nairobi  
[Info@grandnairobiakerace.co.ke](mailto:Info@grandnairobiakerace.co.ke) or [info@jubileegnbrlivfreerace.co.ke](mailto:info@jubileegnbrlivfreerace.co.ke)

## **10. Changes to our Data Privacy Statement**

We update our Data Privacy Statement from time to time and ask that you regularly check this Website to make sure you are familiar with the most recent version.

*This Data Privacy Statement was last updated on October 2022*  
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## **Terms & Conditions**

### **The Jubilee Live Free Race powered by Grand Nairobi Bike Race**

#### **Rules and Regulations**

##### **Terms and Conditions – Entry**

- The official entry form must be completed fully by each intending participant. Completion of the entry form and payment of the entry fee represents acceptance of these terms and conditions.
- Entry application will only be processed after receipt of full payment of entry fee.
- Participants of elite race must be over 18 years of age.
- Participants in the family fun ride under the age of 18 must be accompanied at all times by a responsible adult.
- All participants must ensure they are medically fit to participate in the race.
- The organizer reserves the right to contact and interview applicants by phone for additional information required for matters relating to this event.
- The organizers will not be responsible for any disputes arising from incomplete/incorrect entry details.
- The organizers reserves the right to refuse entry to applicants who declare false information on their entry form, do not make the required payment, or who have been banned from competition or who have taken banned substances or who do not meet the entry requirements as stated in the Rules and Regulations.
- The organizer reserves the right to limit or refuse entries and to close entries before the closure deadline without notice particularly when a specific quota for a race is full.
- Entries are not transferable to other persons or to future events.

##### **Terms and Conditions – Participation**

- Whilst every reasonable precaution will be taken by the organizer to ensure the participant's safety, participants run at their own risk and the organizers shall not be liable for any loss and/or damage whether personal or otherwise, and howsoever arising.
- The Organizers reserve the right to use the participants' personal data, contact information, motion pictures, recordings or any other records obtained, collected or submitted for the Jubilee Live Free Race powered by Grand Nairobi Bike Race ("information") for any legitimate purposes, including commercial advertising, re-marketing, marketing of other Products offered by the organizer and those offered by Sponsors to the Jubilee Live Free Race powered by Grand Nairobi Bike Race. Participants are informed to visit [www.grandnairobiakerace.co.ke](http://www.grandnairobiakerace.co.ke) and [www.jubileegnbrlivfreerace.co.ke](http://www.jubileegnbrlivfreerace.co.ke) for further details on the Data Privacy Statement.
- Participants are required to wear an official race number on the front of their singlet/shirt./ attach to their bikes.
- Personal Trainers, mentors or coaches will not be allowed on the course unless they are entered in the event and wearing an official Race Number.
- No un-official vehicles, motorbikes are allowed on the course.
- No pets are allowed on the course.
- Race numbers and Timing chips are not transferable to other participants.
- No result or medal will be given to runners who start in the wrong start assigned to them by the organizer.
- Participants must start the event at an officially sanctioned start time only.
- Competitors are obliged to follow the instructions of Stewards, Race officials or Kenya Traffic Police at all times.
- Participants must start at the official start Line and complete the full officially measured course.

- A cyclist must retire from the race immediately if required to do so by any member of the official medical team identified by a reflective jacket with a red cross.
- Road closures will be lifted at the discretion of the Kenya Traffic Police. The Road opening signifies the end of the event. Any competitor still on the roads after this time is regarded by Kenya law as a pedestrian

### **Conformity**

It is the responsibility of the competitor to familiarize themselves with the event rules, the race formats, times and routes and any directions as published in the 'Runners guide'.

Failure to comply with any of the rules may lead to disqualification.

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