



## **Christmas Marathon Virtual Challenge 2026**

Dated 19 May 2026

### **1. Terms and Conditions**

*In these Terms and Conditions, the following definitions apply:*

“Challenge” means the swimming challenge described in clause 2.1 below.

“Event Organiser” means Participation Sport Ltd.

“Title Partner” means Everyone Active

“Entry Fee” means the price payable by each Participant to participate in the Challenge, excluding the Platform Fee.

“Online Registration Form” means the pages within the Website which must be completed prior to participation.

“Online Confirmation” means confirmation of acceptance from the Event Organiser (via email) to participate in the Challenge.

“Owner” Participation Sport Ltd, the owner of the assets comprising the Challenge.

“Participant”/“you”/“your” means any individual who completes the entry requirements for participation in the Challenge and/or who participates in the Challenge.

“Platform Fee” means any fee charged by the provider for the use of the Registration platform (the provider currently being Active Networks LLC).

“Registration” means the receipt by the applicable Participant of the Online Confirmation.

“Venue” means any swimming venue chosen by the participant for their challenge

“Website” means the website currently found at [www.christmasmarathon.co.uk](http://www.christmasmarathon.co.uk)

### **2. THE CHALLENGE - Christmas Marathon - Virtual Challenge 2026**

2.1 The Christmas Marathon Virtual Challenge comprises the provision of the opportunity for individuals to undertake in their own time, at a venue of their choice and over one or more attempts, run 26.2 miles, cycle 100 km or swim 10km, during a time period of 31 days anytime between 1-31 December 2026. Results need to be submitted before 5 January 2027. The Challenge is only available to UK residents, and participation in

the Challenge is permitted in the UK only. The Challenge is managed, operated and promoted by the Event Organiser.

2.2 The Event Organiser reserves the right to change the time, date and format of the Challenge and to cancel the Challenge, in whole or in part, without notice or liability to the Participant.

2.3 The Event Organiser reserves the right to refuse entry to the Challenge (or to disqualify from the Challenge) any registered Participant.

2.4 The Participant agrees to abide by the rules, instructions and regulations published and displayed from time to time by the Event Organiser.

2.5 These terms and condition apply to all elements of the challenges comprising the Challenge.

### **3. CHALLENGE REGISTRATION AND PARTICIPATION**

3.2 Only persons aged 18 years or over on the first day of the Challenge (currently 01/12/2026) may register for or participate in the Challenge.

3.3 The date of each Registration shall be the date on which the Participant receives the Online Confirmation. Participants can only register online. The Event Organiser is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer/Internet transmissions or other errors or malfunctions of any kind which may in any way prevent Registration.

3.4 The Online Confirmation will only be sent after the receipt by the Event Organiser, in cleared funds, of the Entry Fee.

3.5 No refunds or deferrals shall be provided for any reason should a Participant fail to take part in the Challenge.

3.6 The Platform Fee is not refundable under any circumstances. Any requests for this fee to be repaid must be directed to the provider of the Registration platform, currently Active Network, LLC.

3.7 Participants must book and arrive promptly at their chosen venue(s) for their challenge. Please note that the standard entry fees for the venue will need to be paid by the Participant and many venues will require the Participant to book their activity in advance.

3.8 The start time of each Participant's challenge will be dependent on the choice of the participant and availability at the venue. Participants may choose to complete their challenge over a number of swims, therefore start times and locations may vary.

3.9 If at any time it is discovered that any Participant is or was ineligible to participate in the Challenge (or if participation in the Challenge should have been refused for any reason whatsoever), the Event Organisers reserve the right to disqualify from/refuse entry to such Participant to the Challenge. Further, the Event Organiser reserve the right to reject at any

time any Online Registration Form which is believed to be fraudulent, or to disqualify any Participant believed to have not complied with the Terms and Conditions from participating, or participating in any future Christmas Marathon or other events operated by Participation Sport. The Event Organiser shall not be liable in any way to the Participant as a result of any such disqualification or refusal.

3.10 All Participants takes part in the Challenge entirely at their own risk. The Participant hereby acknowledges their responsibility to hydrate before, during and after the Challenge. The Event Organiser recommends that each Participant has their own non-alcoholic drink available before, during and after the Challenge.

3.11 All Participants are required to take part in recognised and appropriate exercise clothing.

3.12 No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the Challenge venue or used by any Participant either before or during participation in the Challenge. The Participant must abide by the anti-doping rules, including all rules and regulations of the relevant national governing body of the sport. The Event Organisers reserve the right to refuse attendance at, or participation in, the Challenge by any person found or believed by the Challenge Organiser to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.

3.13 Participants may be disqualified for (i) any behaviour which, in the Event Organiser's opinion, is inappropriate or is likely to cause injury, damage, offence or a health and safety risk or (ii) any failure to observe and follow the Event rules at any time. All Participants undertake to familiarise themselves with and abide at all times with Event etiquette and sporting rules which are published on the Website and all of which form part of these terms and conditions.

3.14 No adjustments to a challenge time will be applied for any challenge interruption, unless decided by the challenge referee in their absolute discretion.

3.15 The Challenge referee's decision is final in all respects.

3.16 The Event Organiser reserves the exclusive right and licence throughout the world (and, the Participant hereby grants the Event Organisers such exclusive right and licence, on a royalty free worldwide sub-licensable basis in perpetuity) to interview and/or photograph and/or film and/or otherwise record Participants at the Challenge (or prior to and/or subsequent to the Challenge as the Event Organisers may reasonably require) and to the unlimited use by the Event Organisers, the Owner and any sponsors, partners or suppliers of the Challenge in any and all current and future media (including without limitation, print, audio, audio visual, virtual media, the Internet, mobile telephony and so-called "3-G" technologies, CD-ROM or DVDs) of the Participant's name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of the Participant in connection with the production, advertisement, marketing or promotion of of any or all of Participation Sport, the Owner, sponsors, partners or suppliers of the Challenge or the Challenge itself.

3.17 If you do not want your name or likeness to be used as set out in clause 3.20 above, please let us know by emailing [info@participationsport.com](mailto:info@participationsport.com).

3.18 To the extent permitted by current data protection legislation, the Event Organisers and the Owner may use any biographical or other information or data related to the Participant (including race times and results), for the purposes of insurance, permits, publishing results, internal analysis or Challenge development, promotion or research.

3.19 Any audio, visual, or audio-visual recordings that you make of the Challenge or any part of it are for personal use only and cannot be used for any commercial purpose.

#### **4. CHALLENGE PARTICIPATION – PARTICIPANT’S DECLARATION**

4.1 The Participant agrees to be bound by these terms and conditions and hereby acknowledges that the [Privacy Policy](#) found at [www.christmasmarathon.co.uk](http://www.christmasmarathon.co.uk) is incorporated into these terms and conditions. In accepting these terms and conditions you confirm that you have read, understood and agree to the Privacy Policy.

4.2 The Participant acknowledges that participation in and training for the Challenge involves potentially dangerous physical activity and inherent risks and dangers of accidents, personal injury (including death) and loss or damage to property. By completing and submitting the Online Registration Form and the Online Confirmation, the Participant confirms that they have been provided with sufficient information about the Challenge to make an informed decision, that they are able to swim/run or cycle, that to the best of their knowledge they are healthy and fit to participate, that they understand and have considered and evaluated the nature, scope and extent of the risks involved, and voluntarily and freely choose to assume these risks (except where any such personal and bodily injury, including death, is caused by the negligence of the Event Organiser or any of their employees). The Participant further understands that the Event Organiser reserves the right to refuse the Participant’s participation in the Challenge.

4.3 The Participant acknowledges that they are fit and able to take part. Should the Participant have any health concerns, they should consult a doctor before any participation in the Challenge.

4.4.1 Participants’ data will be used solely in accordance with current data protection legislation. Subject to Event Organiser’s compliance with such legislation, the Participant acknowledges that:

(a) personal information (including medical information collected by the Challenge) can be stored, used and disclosed by the Event Organisers in connection with the organisation and administration of the Challenge and for the compilation of anonymised statistical information; and

(b) if they become ill during or after the Challenge and/or received medical attention or treatment from any doctor or hospital, they authorise such persons to provide their details (including details of medical treatment) to the Event Organiser or others authorised by the Event Organiser, subject to maintaining appropriate levels of confidentiality.

4.4.2 The Event Organiser do not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at, and/or participation in the Challenge by each Participant. The Participant is advised to obtain such insurance themselves if required.

4.5 Subject to clause 4.4.2, the Participant should choose only recognised, managed swimming venues where lifeguards are continually present. The Participant hereby authorises such medical personnel (both on-site or on-call) to administer first aid treatment or any medical treatment to the Participant or to transport the Participant in the event of any illness, accident or injury suffered by the Participant in connection with his/her participation in the Challenge, but the Event Organiser shall not be liable for such treatment or transportation by such third party. The Participant shall be responsible for any medical or transport expenses specifically incurred in connection with any illness, accident or injury sustained or occurring in connection with participation in and/or attendance at the Challenge.

4.6 The Participant acknowledges and agrees that to the extent permitted by law:

4.6.1 Subject to clause 4.6.4, the Participant shall:

4.6.1.1 fully indemnify and keep the Event Organiser and the Owner fully indemnified from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses suffered or incurred by the Participant; and

4.6.1.2 irrevocably indemnify and hold harmless, and reimburse the Event Organiser and the Owner from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Event Organisers to any person (including the Participant's insurers) in connection with any

(a) accident;

(b) loss;

(c) damage; or

(d) injury (including death);

arising out of the Participant's attendance at, participation in, or training for the Challenge.

4.6.2 Subject to clause 4.6.4, neither the Event Organiser nor the Owner shall be responsible for any losses the Participant suffers as a result of the Event Organiser's breach. For the avoidance of doubt, neither the Event Organiser nor the Owner will be liable to the Participant in contract, tort (including, without limitation, negligence) or otherwise in connection with the Challenge for:

(a) loss or damage;

(b) loss of revenues,

(c) loss of profits,

(d) loss of contracts,

(e) loss of business

(f) loss of anticipated savings;

- (g) pledges made on your behalf or by you to any charity;
- (h) loss of data;
- (i) loss of goodwill or reputation;
- (j) any consequential or indirect loss, regardless of whether the loss or damage:(i) would arise in the ordinary course of events;(ii) is reasonably foreseeable; or(iii) is in the contemplation of the parties, or otherwise.; or
- (k) any personal injury to or death of the Participant;

4.6.3 Subject to clause 4.6.4, the total aggregate liability of the Event Organiser and the Owner to the Participant shall in any event be limited to the refund of the Fee.

4.6.4 Nothing in the Terms and Conditions shall affect the Event Organiser's or the Owner's liability:

4.6.4.1 for death or personal injury resulting from the negligence of the Event Organisers or a deliberate act or omission of the Event Organisers, its employees or agents;

4.6.4.2 for breach of statutory duty;

4.6.4.3 for fraudulent misrepresentation; or

4.6.4.4 to the extent that liability cannot be excluded or limited by law.

4.7 Nothing in the Terms and Conditions shall affect any statutory rights to which the Participant may be entitled to as a consumer.

4.8 The Event Organiser reserves the right to amend, remove or add any terms and conditions at any time.

4.9 If any provision in the Terms and Conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable. The Terms and Conditions shall be subject to English law and the non-exclusive jurisdiction of the English Courts.

## **5. COVID regulations**

Covid-19, often referred to as coronavirus, is an infectious disease that can result in serious and potentially fatal illness. There is a risk of the transmission of Covid-19 in any environment where people come together.

4.2 In participating in the Challenge, you assume all risk associated with Covid-19 (unless in any way caused by our negligence). You will also be expected to:

- a) abide by all government guidance aimed at preventing the transmission of the virus; and
- b) follow all directions provided by the Organisers and by staff at the venue where you participate.

4.3 You must not attend at or participate in the Challenge if you believe that you may have been infected by Covid-19.

4.4 Failure to comply with these measures shall entitle us to prevent you from participating in the Challenge and to eject you from any venue where you may be participating.

4.5 The Challenge is subject to the latest Government guidance rules to manage the transmission of Covid-19. In attending at or participating in the Challenge you must adhere at all times to all relevant and applicable laws, rules, regulations and guidelines that may relate to your participation, whether in general terms or at the pool or open water venue where you participate.

4.6 For the avoidance of any doubt, you must not participate in the Challenge or attend at any such pool or open water venue if:

- a) you are displaying the symptoms of Covid-19 (new persistent cough, high temperature, loss of taste or smell);
- b) you are self-isolating or quarantining either due to displaying symptoms as above for 7 days, or due to any member of their household who is self-isolating for 14 days;
- c) you have been instructed by the relevant contact tracing authority to isolate;
- d) you have been informed that they are extremely clinically vulnerable and that you should be shielding; or
- e) you live in the same household as an individual who is extremely clinically vulnerable.