



# 2021 10to4 Mountain Bike Challenge Cancellation Policy

## Covid-19 Cancellation Policy

If the 10to4 Mountain Bike Challenge cannot take place on the 12<sup>th</sup>-14<sup>th</sup> February 2021 due to COVID-19 restrictions imposed by the Government of Kenya's Ministry of Health, competitors will be contacted directly and given the following options with regards to their 2021 entry:

- 1) Transfer 2021 place to new 10to4 Mountain Bike Challenge event date (later in the year).
- 2) 50% refund of entry and AMREF fee (with 50% donation to MKT).
- 3) 100% refund of entry and AMREF fee.
- 4) 100% donation to Mount Kenya Trust.

**Cancellations not related to the COVID-19 pandemic and Government restrictions will be dealt with as follows (as detailed in previous years):**

## Cancellation by Entrant

a) Any request by the Entrant to cancel participation in the Event must be done in writing by e-mail to us at [eventmanager@10to4.org](mailto:eventmanager@10to4.org). Cancellations will be effective from the day in which they are received by Leafy Rous, the 10to4 Event Manager. Mount Kenya Trust will not make any payment compensating for cost or losses incurred by the entrant in the event of cancellation. The Mount Kenya Trust (MKT) recommends that the Entrant takes appropriate insurance cover.

b) Cancellation by the Entrant will incur the following charges:

- Cancellation prior to 60 days before the Event, 25% of the race entry fee.
- Cancellation 59-30 days before the Event, 50% of the race entry fee.
- Cancellation less than 30 days before the Event, 100% of the race entry fee.

c) In the event of cancellation, the Entrant undertakes to inform MKT of any sponsorship funds collected that must be returned to the donors and any such funds already forwarded to the MKT will be returned to the Entrant for reimbursement to the donors. Alternatively, the Entrant may provide written confirmation of a donor's agreement that their sponsorship monies may be retained by MKT to further the Trust's projects.

## Cancellation by the Mount Kenya Trust

a) The MKT reserves the right to cancel the Event whether for operational reasons, Force Majeure (as explained below), or other reasons, in which case a full refund of the race entry fee paid by Entrant will be made (minus any international bank transfer charges incurred).

i) **Force Majeure** The MKT, 10to4 Organising Committee, its agents or any engaged third party related to the Event will not be responsible for any loss, cancellation, curtailment, damage or injury arising as a consequence of Acts of God, fire, natural disasters, weather conditions, computer or system failure, acts

of war (declared or otherwise), terrorism, civil unrest, military or usurped power, confiscation by or under the order of any government or public authority, or for any other reasons beyond the control of the MKT.

b) In the event of cancellation, the MKT will immediately notify all registered participants and other interested parties directly and will post a cancellation notice on the Trust's and related websites.

c) The MKT will not make any payments for compensation of cost or losses incurred by the Entrant as a result of Mount Kenya Trust cancelling the event for whatever reason.

**Accuracy of Information**

a) The Mount Kenya Trust has made every possible effort to ensure the accuracy, completeness and validity of the contents of the 10to4 website and will not accept any liability whatsoever for any form of loss, damage or inconvenience arising from any errors or omissions that may occur. The use of the MKT, 10to4 website is entirely at the user's own risk. The MKT is not responsible in any way for the content of any third party or linked websites and recommends that the terms and conditions of those sites be reviewed.