



10to4 Mountain Bike Challenge Cancellation Policy

Covid-19 Cancellation Policy

If the 10to4 Mountain Bike Challenge cannot take place 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 entry:

- 1) Transfer place to new 10to4 Mountain Bike Challenge event date (to be confirmed at a later date).
- 2) 50% refund of entry and AMREF fee (with 50% donation to Mount Kenya Trust).
- 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 email to us at 10to4@MountKenyaTrust.org. Cancellations will be effective from the day in which they are received by the 10to4 Event Manager. The Mount Kenya Trust (MKT) will not make any payment compensating for cost or losses incurred by the entrant in the event of cancellation. 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 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 support the Trust's projects.

Cancellation by the Mount Kenya Trust

- a) 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).

Force Majeure: MKT, the 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 MKT.

- b) In the event of cancellation, 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) 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 content on 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 MKT 10to4 website is entirely at the user's own risk. 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.