



Terms & Conditions for the 2018 Diacore Gaborone Marathon's "The One Million Challenge"

ATTENTION: By submission and payment of the entry fees and form, a participant is deemed to have read and accepted the terms and conditions, the Competition rules and all other regulations, which may be introduced by the event organizer, the Diacore Gaborone Marathon (the "DGM"), from time to time, and undertakes to be legally bound by them.

The participants of "**The One Million Challenge**", hereinafter referred to as the "athletes" or "athlete", (whichever the case may be), undertake to abide by and be legally bound by the following terms and conditions:

1. Only athletes whom enter and complete the 42.2km (forty-two kilometers and two hundred meters) run, being the full marathon race (the "**Race**"), and have agreed to be subject to the terms and conditions which follow below in writing, are eligible to be awarded the sole and exclusive cash prize on offer, for their participation in the One Million Challenge.
2. A cash prize in the sum of **BWP 1,000,000.00 (One Million Pula)**, which roughly converts to **USD 100,000.00 (One Hundred Thousand Dollars)**, shall be awarded by the event organizer, the **DGM**, to the first athlete who completes the Race, in a time of 2:07:59 (two hours, seven minutes and fifty-nine seconds) or less.
3. The cash prize shall be awarded to one winner only.
 - 3.1 There shall be no duplication of this cash prize: the One Million Challenge shall not distinguish nor differentiate the athletes into any sub-categories based on age, gender, nationality and the like.
 - 3.2 Ultimately there shall be one Race, for the one cash prize, to be awarded to the one athlete (subject to these terms and conditions).
4. The athletes are required to run with a registered and correctly attached ChampionChip® timing chip. The One Million Challenge is being timed with the ChampionChip® system and, therefore, to participate in this challenge the athletes are required to own a ChampionChip®.
 - 4.1 To ensure the accurate recording of the Race results, it is important that all athletes are in possession of a ChampionChip® that is correctly registered in their name.
 - 4.2 A ChampionChip® is available for purchase as part of the Race's PRO-PACK, and shall be sold on the days on which the athletes shall be advised to collect their race numbers. Further, the ChampionChip® can be purchased online at www.championchip.co.za, or by contacting ChampionChip® Africa on +27 861 100 963.
 - 4.3 Similarly, the same website and phone number may be dialed for purposes of verifying that the ChampionChip® is correctly registered.



- 4.4 The ChampionChip® code must be entered on this entry form, and the ChampionChip® MUST be correctly attached to your shoelaces.
- 4.5 For further instructions, you are advised to visit www.championchip.co.za.
- 4.6 No corrections nor manual updates shall be allowed due to the incorrect use of the ChampionChip® or failure to abide by the race rules.
- 4.7 No prize will be awarded to athletes competing without their ChampionChip®.
NO TIMING CHIP, NO RESULT, NO PRIZE.
5. International athletes must provide a clearance letter from their country of origin in the event of an international athlete winning the cash prize.
6. Further, an international athlete must comply with IAAF rule 4.2,¹ and should, if so requested by the DGM, be able to produce a letter from their federation permitting their participation in the Race.
7. DGM reserves the right to implement and shall implement a Doping Control, and Doping Control rules.
- 7.1 It shall be a violation of the DGM Doping Control rules, for any athlete to fail to, or refuse to submit to a Doping Control after having been requested to do so by the DGM.
- 7.2 The winner of the One Million Challenge shall have to undergo a series of anti-doping tests and if found to be in good standing, shall be awarded the cash prize.
- 7.3 Any athlete found to be in violation of the current **WADA** (World Anti-Doping Authority) List and/or the IAAF Anti-Doping Rules shall forfeit the prize (if any), be disqualified from the Race and shall be ineligible to participate in any DGM organized event in future.
- 7.4 It is the responsibility of an athlete to ensure that any Therapeutic Use Exemption (“**TUE**”) form has been properly lodged before the Race.
8. Any athlete who competes in the Race, with the Race number or Champion Chip® of another athlete shall be disqualified, for so doing.
9. Athletes are required to follow the designated running route and/or route markers (the “**Route**”), and stay on the aforesaid route. Should an athlete make a wrong turn, the athlete is required to return to the correct Route.
- 9.1 Any alternative Route taken, which is not swiftly corrected by an athlete shall be deemed a “short-cut”, and the athlete may face disqualification.

¹ IAAF Competition Rules 2018-2019, in force as of 01 November 2017- International Competitions Rule 4



- 9.1.1 The athletes are duly advised that the timing system used for the Race operates by way of special antennas that are cast in thin tartan mats, which shall be placed along the Route (timing locations) and at the finish line of the Race.
- 9.1.2 Each time a ChampionChip® passes over a mat it activates and sends its unique identification number to the special time reading antennas in the mats, and this data is stored in a computer.
- 9.1.3 Any athlete who's ChampionChip® data does not coincide with the number of mats and/or timing locations placed along the Route, shall be deemed to have taken a short-cut, and may face disqualification.
- 9.2 Athletes not following the Route, where this misdirection is found and determined by the DGM in its sole and absolute discretion, not to be due to erroneous course marking, shall be disqualified.
10. DGM reserves the right to disqualify any athlete and nullify his or her Race result due to any violation, breach or non-observance of any law or regulations in Botswana, the IAAF Competition Rules and/or the terms and conditions set for the Race, by the DGM. Under such circumstances, the DGM shall not be obliged to refund any entry fee, nor shall a right of appeal lie to a disqualification.
11. By virtue of an athlete's participation in the Race, the athlete unconditionally and irrevocably authorizes and grants to the DGM and its event sponsors, the right to utilize any and all mediums from the event, and in addition but not limited to the following:
- 11.1 the right to take their photographs;
 - 11.2 to use their accompanying images;
 - 11.3 to film them throughout the event;
 - 11.4 to record their voice, conversations, and/or testimonials; and
 - 11.5 to release the name and details of the winner in any media campaign or any other legitimate purpose including commercial advertising, without limitation.
12. For the avoidance of doubt, the athlete agrees and acknowledges that the abovementioned rights and entitlements shall be free from profitable gain and/or any payment, being both unrestricted and in perpetuity, to be used by and for the benefit of the DGM and its event sponsors.
13. The full provisional Race results will be posted on the Race day at a suitable venue to allow for viewing & any appeal.
- 13.1 If there is a dispute regarding the outcome of the Race and record result, the athlete who notes the dispute may appeal the outcome at least 30 (thirty) minutes before or after the Prize Giving, to the Diacore Appeal Tribunal (the "**Appeal Tribunal**").



- 13.2 The Appeal Tribunal shall be comprised of 4 (four) persons, as follows below:
- 13.2.1 an attorney-at-law from Armstrongs Attorneys;
 - 13.2.2 the Race Director;
 - 13.2.3 the Head Referee of the Race; and
 - 13.2.4 a representative of Diacore.
- 13.3 A fee of **BWP 300.00 (Three Hundred Pula)** will apply to all appeals made, which is refundable if the appeal is upheld.
- 13.4 The Appeal Tribunal shall take any action or make any ruling they deem appropriate based on their findings, and shall take into account the legality, propriety or otherwise of any action and/or decision delivered.
- 13.5 All decisions (if any), of the Appeal Tribunal shall be final and binding upon the athletes, all of whom agree to abide and be legally bound by the same.