



MALTA GLADIATOR TRAIL - RULES

1. Participants are encouraged to enter from the south end of the MFCC and may use the car park within MFCC. Entrance to the competition will be through the north side
2. Participants must bring with them their e-ticket which will be scanned. After, they will be given a Malta tank top of gladiator trial escorted to the changing room where they will await their turn. Participants will not be able to see other competitors take part.
3. Once the participant has finished the competition they must leave the venue. No one will be allowed to stay on and watch other participants.
4. Participants and their accompanying person may not film the participant throughout the competition. However, one may take a selfie or photo in warm up rooms or by the obstacles before or straight after competition ends for participant.
5. Participants must sign consent form, terms and conditions application form and data protection form prior to taking part in competition. Failure to do so will lead to automatically being disqualified.
6. Before the competition, participants will be escorted to the warm-up area, where they will be provided with basic stretching equipment. Participants are welcome to bring their own warm-up equipment.
7. Participants in the qualifying round will have to make it through 4 obstacles in the shortest time possible. All results will be posted on our website. Should a participant make through the next round, they will have to enlist themselves for the quarter finals the following week.
8. Participants will have a maximum of 10 minutes to complete all 4 obstacles. This includes the time to rest on the obstacle between one platform and another.
9. Participants will not be allowed to use hand gloves or chalk on their hands with the obstacles throughout the competition
10. Participants will be able to use both their hands and legs in **obstacle 1** (boxing bag) and **obstacle 2** (ninja steps).
11. Participants may only use their hands when grabbing **obstacle 3** (tilted frames) and **obstacle 4** (rotating wheels)
12. Participants who fall in the water will automatically end their competition and their times will be registered. We encourage participants to do their best not to enter the water head first for health and safety purposes. A ladder will be provided for them to get out.
13. Participants are not allowed to move backwards to another obstacle they have just completed.



14. Participants may only touch the landing platform of the next obstacle to land.
15. Participants will be provided with a Malta gladiator tank top which must be worn throughout the competition for sake of filming.
16. Participants may be accompanied by only one person throughout the competition.
17. Participants must bring with them their own personal facemask.
18. Participants must wear appropriate sports shoes without any iron spikes.
19. Participants are encouraged to bring along with them a towel robe/ towel and change of clothes due to obstacle landing pools.
20. Participants could be interviewed at any time prior or after the competition by our TV presenters.
21. Participants will not be allowed to do any trials prior to the competition.
22. Participants are encouraged to be at the venue at least 20 minutes before their scheduled time on the competition time
23. Participants will have their temperature checked at the door on entering the venue. The whole venue including obstacles will be sanitized and fumigated in accordance with health authorities to prevent covid-19.
24. First aid personnel will constantly available on site and provided by organisers.
25. entrance on the south side by entering through the south side with their cars.
26. Participants will not be allowed to smoke inside the premises.

By ticking below you hereby confirm that you understood and agree to Rules above.

I hereby declare that I have read the Rules and agree to them.

Name: _____

Surname: _____

Date: _____

Signature: _____

[In the case applicant is under 18 years, The parent/legal guardian are to sign]



MALTA GLADIATOR TRAIL - PARTICIPATION TERMS & CONDITIONS

Name: _____

Surname: _____

Date of Birth: _____

Current Age: _____

Email: _____

Mobile Number: _____

[In the case applicant is under 18 years, the email/mobile of parent/legal guardian need to be inserted. The parent/legal guardian are to sign below]

By ticking below you hereby confirm that you agree to the Terms and Conditions indicated hereunder

I hereby declare that I have read these Terms and Conditions and agree to them.

I warrant and confirm that I have been provided with and read in full the Privacy Policy: <http://maltagladiatortrail.com/> of the Malta Gladiator Trail and understood its contents.

TERMS & CONDITIONS

1. Definitions:

1.1 Capitalised terms used herein shall have the following meaning:

- “Our”, “Us” and/or “We” and other cognate expressions shall mean The Malta Gladiator Trail.
- “Competition” shall mean any and all training session/s and participation at the competition event/s at the Malta Gladiator Trail
- “Participants” means any person or group of persons participating in a Competition or that otherwise uses any of our facilities;
- “Terms” shall mean these terms and conditions as may be amended and further supplemented from time to time.

2. These Terms

2.1 These Terms cover training and competition time trail participants services to you. Further information about our participant application may be found on our website <http://maltagladiatortrail.com/>



2.2 Please read these Terms carefully as they will properly explain who we are, what participation entails, how they may be altered, limitation of liability and other important information.

2.3 These Terms are subject to change. We will endeavour to inform participants of material or significant changes to the Terms in advance as possible. When changes are made to these Terms, we will send you a revised version via email and make them available on our Facebook page or website.

3. **Information about us**

3.1. The Malta Gladiator Trail is a locally based obstacle course tournament mainly focused on athletes and individuals who participate and try to complete all the obstacles in the least possible time.

3.2. Where you have provided us a valid email address, this will be our primary method of contacting you (including to notify you of any changes made to these Terms).

4. **Membership**

4.1. Our two types of tickets schemes are found in our application form (group rates may be agreed to in writing beforehand)

4.2. The online tickets shall be valid from the date on which we accept your application for the period set out therein. You may not terminate your e-ticket as tickets are non-refundable at any time.

4.3. Participants will also be required to provide a signed self-declaration medical release form confirming that they are fit to undertake physical exercise

5. **Our Responsibilities to You**

5.1. The management and staff of Malta Gladiator Trial are dedicated to provide you with a safe indoor event with all standardised health and safety regulations. Apart from the obstacle trail, no training equipment will be provided by Malta Gladiator Trail for training needs. It is your sole responsibility to ensure that any gear or equipment used by you is functional, effective, essential, adapted to the requirements and particulars of the Competition and meets and ensures all safety requirements.

6. **Representations and Warranties**

6.1. You, the Participant, represent and warrant to Us that:

- (a) you are not under any legal disability with respect to and are not subject to any law or regulation which prevents: (i) you from entering into these Terms or (ii) your performance according to these Terms or any ticket



- or participation requirements contemplated in or by them;
- (b) any information which you provide or may provide to Us, including any confirmation as to your health status or health condition, is complete, up-to-date, accurate and correct in all respects;
 - (c) you are fully aware of the physical requirements demanded by the Competition that you wish to participate in and that you have read-up on and familiarized yourself with the particulars of the Competition, including its length, nature and what activities and obstacles are involved;
 - (d) you are in good health and physical condition and able to safely participate in the Competition;
 - (e) the above representations and warranties will be true and accurate throughout the duration of this Agreement between yourself and Us, covering both the time of any ticket purchase and also the time of your actual participation in our Competition(s).

7. **Assumption and Inherent Risks**

7.1 Our competitions are intended to be a test of stamina, strength, endurance and mental fortitude. Accordingly, you, the participant, acknowledge and understand that:

- (a) the Competition may be potentially hazardous and will involve strenuous physical exercise and exertion and numerous factors which could involve personal risk and that admission to or participation in any Competition is at your own risk;
- (b) the Competition carries with it inherent risks of physical injury and illness. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the Competition) regardless of the care, measures and precautions taken by Us, and may include (but are not limited to):
 - your contact or collision with other persons or objects (e.g. with spectators, personnel or other participants);
 - your encounter with event obstacles (e.g. natural and man-made water, road and surface hazards, close proximity and/or contact with pipes);
 - extremely challenging course conditions;
 - weather-related hazards (e.g. extreme heat and risk of dehydration);
 - judgment and/or behaviour related problems by yourself during the Competition;
 - erratic or inappropriate co-participant behaviour; and
 - natural hazards (e.g. uneven terrain, contact with poisonous plants).
- (c) it is your responsibility to consult with a healthcare professional prior to participating in any Competition to ensure that you are fit and well



enough to take part in it and that your Competition will not pose any unusual or serious risks to your health or well-being or that of any co-participants. It is your sole responsibility to act on and adhere to the medical advice given to you.

7.2 You agree and warrant that, if you believe or become aware that any aspects of the Competition (including its course activities or facilities) are unsafe or pose unreasonable risks, you will immediately notify our personnel.

7.3 You also confirm that you fully understand the inherent risks involved in a Competition and further assert to us that you are willingly and voluntarily participating in the relevant Competition. You further confirm and declare that you have read the preceding paragraphs of this Clause 7 and acknowledge and confirm that:

- (a) you understand the nature of the Competition;
- (b) you understand the demands of the activities and obstacles at the Competition relative to your physical condition;
- (c) you appreciate the potential impact of the types of injuries and illnesses that may result from your participation in the Competition; and
- (d) you are knowingly assuming all of the potential inherent risks from participating in a Competition (as described above).

7.4 You are strongly advised to take every reasonable precaution and, in the case of any questions, you are advised to contact Us prior to the Competition.

7.5 You accept and assume full responsibility for your behaviour and actions throughout the Competition and agree and undertake to, at all times, abide by and observe all instructions given by our personnel at the Competition (including the course personnel). You acknowledge and understand that those instructions are intended to ensure and protect the health and safety of the participants in the Competition and that non-compliance or non-observance may result in your requested withdrawal or even removal from the Competition.

8. **Liability**

8.1 Subject to the above, we agree to compensate you for any personal injury you may suffer whilst using our facilities if such loss or damage arises due to any breach by us of these Terms or any gross negligence on our part provided that we (including any representatives, employees, agents, contractors, subcontractors, any sponsors, advertisers and, if applicable, the owners and lessors of the facilities) shall not be liable for any liability, claims, actions,



demands, losses, or damages if such personal injury is attributable to:

- (a) Your own fault (e.g.: disobeying instructions from organisers or misuse of equipment);
- (b) A third party unrelated to the Malta Gladiator Trial (e.g.: another member); or
- (c) Any fortuitous event or in consequence of an irresistible force.

8.2 We shall not be liable for any damage to, loss or theft of personal property belonging to you.

8.3 You are responsible for your own health and wellbeing. Strenuous physical exercise carries its own risk and you should not exercise beyond your ability. It is your responsibility to monitor your own physical condition throughout your use of our facilities. In the event you feel any abnormal symptoms, you are to stop any physical activity and contact your trainer or any other member of staff. We shall not be liable for any medical costs you may incur as a result of undertaking excessive training activity.

8.4 In the event of an injury or illness (howsoever described or arising during your use of our facilities), you agree that we may, at your own cost, arrange for any medical treatment as we may deem necessary for your health and safety.

8.5 You, the Participant, also hereby agree to defend, hold harmless and reimburse Us from and against all liabilities, costs, expenses, damages and losses that are suffered or incurred by Us, or for which We may become liable (including by way of any claims made, asserted or threatened against us by co-participants, rescuers or our sponsors), that arise out of or in connection with:

- (a) your breach or non-observance of these Terms;
- (b) your breach of any warranties in these Terms;
- (c) your actions, behaviour or conduct during the Competition (including any non-observance of instructions given by our course personnel); or
- (d) any omissions or inaccurate or false statements made by yourself or any inaccurate or false declarations, information or documentation given or provided by you in (including in any responses you may provide to medical forms).

8.6 Clauses 8.1 to 8.5 (inclusive) shall survive the termination of your participation.

9. **Data Protection**

9.1. We will collect and process information about you in accordance with our Privacy Policy: <http://maltagladiatortrail.com/>



9.2. We reserve the right to update or otherwise make changes to our Privacy Policy at any time. We will notify you of any changes or updates made.

10. **Image Rights**

10.1 You, the Participant, accept and understand that any and all photographs, motion pictures, recordings and images of the participant captured by us, or on our behalf of, during any Competition and the relevant media on which the same is captured, shall (together with their respective intellectual property rights) be the sole and exclusive property of The Malta Gladiator Trail (collectively, the “**Materials**”). The Participant hereby waives in full any right which it may have to inspect or approve such Materials.

10.2 We shall not however be under any obligation to include or capture you, the Participant, in any photographs or recordings of any Competition, or to publicize or use any photographs or recordings which you appear or feature in.

11. **Personal Film**

11.1 The Participant may take photographs and film footage of his/her participation in the Competition, subject to such photographs and footage only being used for non-commercial purposes (i.e. for personal and private use only). The Participant is not permitted to reproduce or use photographs or footage of the Competition, or any Materials or any branding of The Malta Gladiator Trail, on any website or in any printed or digital media or in any other medium or material whatsoever without first obtaining our prior written consent.

General

12.1 We reserve to the right to reject any application for participation at our own discretion or withdraw any membership if you fail to comply with these Terms and any additional other conditions which may be adopted by The Malta Gladiator Trail and notified to you.

12.2 Your participation is personal to you and you may not transfer your rights to another person.

12.3 Each of the clauses of these Terms is to be construed separately and if any clause is declared unlawful by any court or tribunal, this shall not have any impact on the applicability of the remaining clauses.

12.4 **IP Ownership.** All copyright and other intellectual property rights in all content and other materials contained, displayed or provided in connection with our facilities or a Competition (including any branding or promotion), or which otherwise result from the organization or conduct of our facilities or Competition, including, without limitation, logos and all designs, text, graphics, pictures, information, documents, reports data, software, sound files, other files and the selection and arrangement thereof (collectively, our “**Items**”) are the proprietary property of The Malta Gladiator Trail or its licensors, sponsors



or suppliers and are protected by Maltese and international copyright laws and other intellectual property rights laws. All such rights are reserved in full by Us and our licensors, sponsors and suppliers.

12.5 These Terms and any dispute or claim arising out of or in connection with them or their subject-matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Malta. Disputes arising from these Terms, or any other aspect of your relationship with Us, shall be resolved by competent courts of the country where the Participant is located.

You may also refer a dispute to the consumer disputes board or other corresponding out-of-court institution in your domicile, which in Malta is the following:

Complaints and Conciliation Directorate
Malta Competition and Consumer Affairs Authority
Mizzi House
National Road
Blata I-Bajda

Telephone: +356 2395 2000

Website: <https://mccaa.org.mt/Section/Content?contentId=1193>

Signature: _____

[In the case applicant is under 18 years, The parent/legal guardian are to sign]

Full Name: _____

Date: _____



MALTA GLADIATOR TRAIL – CONSENT FORM

PLEASE READ THE FOLLOWING CAREFULLY.

By circling 'YES' below, you hereby grant your consent and authorise ALT HOLDINGS LTD, Aspen Lodge, Notabile Road, Mriehel BKR 1870, Malta and G7 SERVICES LTD, ML7 Business Centre, Level 4, Triq L-Intornjatur, Mriehel Bypass, Mriehel, BKR3000, Malta ("Malta Gladiator Trail"; "we", "us" or "our") to take photographs, video recordings, audio recordings and interviews about you or which otherwise include you, in printed and electronic form, including via live streaming, during events (including training sessions) organized or conducted by or on behalf of the Malta Gladiator Trail, for:

- release and publication by Malta Gladiator Trail on public media, including (but not limited to) our website <http://maltagladiatortrail.com/>, social media, newspapers, television, magazines, the internet, live internet steaming and recorded for later viewing, for advertising, marketing and other promotion purposes;

YES / NO

By circling 'YES' below, you also specifically grant your consent and authorise the Malta Gladiator Trail to:

- process, use, release and publish your image, likeness, voice, name and/or any of your statements in in photos, testimonials, sound and film recordings for advertising, marketing and other promotion purposes and for transmission on any linear and on-demand platforms, in digital and printed media

YES / NO

(all your "Personal Data" and each activity a "Purpose").

Pursuant to the provisions of the **General Data Protection Regulation** (Regulation (EU) 2016/679) (the "GDPR"), you may withdraw your consent to any one or all of the above Purposes at any point in time. You may notify us about us about your decision to withdraw your consent by contacting us at info@gladiatormalta.com

Upon receiving notice of your withdrawal, we shall immediately cease processing your Personal Data for the Purpose or Purposes for which you have withdrawn your consent. The withdrawal of your consent will not affect the lawfulness of any prior recording, use, release, publication or any other processing activity carried out by the Malta Gladiator Trail based on the consent originally given through this Consent Form.

By signing this Consent Form, you confirm that your consent (where given) has been freely granted.

You may choose to withhold your consent with no adverse consequences.

A copy of this Consent Form shall be retained by the Malta Gladiator Trail

I, [name] _____ [surname] _____
hereby declare that I have read the contents of this Consent Form carefully.

Signature: _____ Date: _____



MALTA GLADIATOR TRAIL – DATA PROTECTION POLICY

Introduction

Malta Gladiator Trail (“MGT”) is committed to protecting the privacy and protection of data of our clients, customers, partners, employees and all other persons in respect to whom personal data has been collected (hereinafter the “*Data Subjects*”). MGT will only collect personal data in a lawful, fair and transparent manner, limited to the purposes for which it has been collected, keep accurate and up-to-date as much as possible, whilst ensuring secure storage, integrity and confidentiality of the personal data collected.

All data is collected and processed in accordance to the General Data Protection Regulation (EU) 2016/679 (“*GDPR*”), Data Protection Act 2001 (the “*Act*”) and other subsidiary legislation (collectively referred to as “*Data Protection Laws*”).

What is the purposes of this Data Protection Policy (the “Policy”)?

This Policy sets out the following:

- What personal data we collect and process about you in connection with your relationship with us;
- Where we obtain the data from;
- What we do with that data;
- How we store the data;
- Who we transfer/disclose that data to;
- How we deal with your data protection rights;
- And how we comply with the data protection rules.
- All personal data is collected and processed in accordance with the Data Protection Laws.

Data Controller

MGT (referred to as “we”, “us”, “our” or the “entity” in this policy) in this policy is the “data controller” of all personal information that is collected and used about MGT customers for the purposes of the Data Protection Laws.

What personal data we collect

Personal data means any information relating to you which allows us to identify you, such as your name, contact details, payment details and certain health information. We may collect personal data from you through our physical forms, through our website <http://maltagladiatortrail.com/> (the “Website”), through our contracts, any other designated or specific form or from your employer in the case of a corporate membership.

Specifically, we may collect the following categories of information:

1. Name, home address, e-mail address, telephone number, passport or other recognized personal ID card numbers and details, bank account details of the Company’s Data Subjects;
2. Data concerning health and facial images which we will process exclusively for (a) the protection of our data subjects’ vital interests (in the case of medical emergency, security or when advising you on a fitness or nutrition programme) or (b) where specific consent has been provided or (c) in the case of employees to allow the Company to fulfil its obligations in terms of employment, social security and social protection laws;
3. Information about your use of our Website; and
4. The communications you exchange with us or direct to us via letters, emails, calls, completion of MGT forms and social media.



Uses of personal data

Your data may be used for the following purposes:

1. Performing our contractual obligations in your favour;
2. Providing products and services you request: we use the information you give us to perform the services you have asked for in relation to your membership at MGT;
3. We use your payment information for accounting, billing, payment of salaries and audit purposes and to detect and / or prevent any fraudulent activities;
4. Administrative or legal purposes: we use your data for statistical and marketing analysis, systems testing, customer surveys, maintenance and development, or in order to deal with a dispute or claim.
5. Security, health, administrative, crime prevention/detection: we may pass your information to government authorities or enforcement bodies for compliance with legal requirements;
6. Customer Services communications: we use your data to manage our relationship with you as our customer and to improve our services and enhance your experience with us; and
7. Provide tailored services: we use your data to provide information we believe is of interest to you and to personalise the services we offer to you, such as our training and nutrition services.

We will only process your personal data where we have a legal basis to do so. The legal basis will depend on the reasons we have collected and need to use your personal data for. In most cases, we will need to process your personal data so we can fulfil our contractual obligations with you.

We may also process your personal data for one or more of the following purposes:

- To comply with a legal obligation;
- You have consented to us using your personal data;
- To protect your vital interests or those of another person (e.g. medical emergency);
- It is in our legitimate interests in operating as an outdoor fitness centre in Malta.

Only children aged 18 or over can provide their own consent. For children under this age, consent of the children's' parents or legal guardians is required.

We will not retain your data for longer than is necessary to fulfil the purpose it is being processed for. To determine the appropriate retention period, we consider the amount, nature and sensitivity of the personal data, the purposes for which we process it and whether we can achieve those purposes through other means. We must also consider periods for which we might need to retain personal data in order to meet our legal obligations or to deal with complaints, queries and to protect our legal rights in the event of a claim being made.

When we no longer need your personal data, we will securely delete or destroy it. We will also consider if and how we can minimise over time the personal data that we use, and if we can anonymise your personal data so that it can no longer be associated with you or identify you, in which case we may use that information without further notice to you.

Security

We follow strict security procedures in the storage and disclosure of your personal data, and to protect it against accidental loss, destruction, breach or damage.

Sharing of Personal Data

We will not share your personal data with any third parties, unless such sharing is required by law or expressly consented by you.



Cookies Policy

The Website site uses cookies to enable us to improve our service to you and to provide certain features that you may find useful. This may include cookies of media and advertising partners that are being placed on your machine when visiting our Website. Please visit our partners' websites for information on their privacy and cookie policy.

Cookies are small text files that are transferred to your computer's hard drive through your web browser to enable us to recognise your browser and help us to track visitors to our site; thus enabling us to understand better the products and services that will be most suitable to you. A cookie contains your contact information and information to allow us to identify your computer. Most Web browsers automatically accept cookies, but, if you wish, you can change these browser settings by accepting, rejecting and deleting cookies. The "help" portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. If you choose to change these settings, you may find that certain functions and features will not work as intended. The cookies we use do not detect any information stored on your computers.

For more information about cookies and how to stop cookies being installed visit the following website: <http://www.allaboutcookies.org>.

Data Protection Contact Person

MGT does not fulfil the requirements for the appointment of a Data Protection Officer as contemplated by Article 37(1) of the GDPR. In order to comply with the spirit of the Data Protection Laws, the Company has designated Edward Curmi as the Company's Data Protection Contact Person. Any notification to be sent under this Policy to the Company shall be sent to Mr. Curmi on the following email address: info@g7events.com or by mail to his attention on: G7 Services Ltd., ML7 Business Centre, Level 4, Triq L-Intornjatur, Zone 1 Central Business District, Birkirkara, CBD 1050

Your data protection rights

Under certain circumstances, by law you have the right to:

- **Request information** about whether we hold personal information about you, and, if so, what that information is and why we are holding/using it.
- **Request access** to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- **Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- **Object to processing** of your personal information where we are relying on a legitimate interest and there is something about your particular situation which makes you want to object to processing on this ground.
- **Request the restriction of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request transfer** of your personal information in an electronic and structured form to you or to another party (commonly known as a right to "data portability"). This enables you to take your data from us in an electronically useable format and to be able to transfer your data to another party in an electronically useable format.



- **Withdraw consent.** In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

If you want to exercise any of these rights, then please submit a notification in writing to the Company's Data Protection Contact Person as set out above. You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Changes to Data Protection Policy

This Policy may change from time to time and any changes thereto will be communicated to you by way of a notice on the Website.