

## **Maggie's Culture Crawl Edinburgh 2019 - Terms and Conditions**

### **MAGGIE'S CULTURE CRAWL 2019 TERMS AND CONDITIONS**

Maggie's Culture Crawl 2018 (the "Event") is an event that raises funds for the Maggie Keswick Jencks Cancer Caring Centres Trust, a company limited by guarantee (Company Number SC162451, Charity Number SC024414) whose registered office is at The Stables, Western General Hospital, Crewe Road South, Edinburgh, EH4 2XU ("Maggie's"). By agreeing to participate in this event you accept there are certain terms and conditions to participation set by Maggie's which are set out in full below:-

#### **MAGGIE KESWICK JENCKS CANCER CARING CENTRES TRUST TERMS AND CONDITIONS**

The following are Maggie's conditions of entry to the Event and terms of participation in the Event:-

(1) Adult participants must be at least 18 years of age to participate, whilst child participants. Child participants (aged 16 - 17 years on 20 September 2019) must be accompanied by a participating adult who will be fully responsible for the child.

(2) You must pay a non-refundable registration fee of **£25** per individual, when submitting this form or completing your registration online (Early bird registration fee of **£20** will be available until 29/07/19). No place is secured until this fee is received. If we receive this payment after the Event is full we will refund your registration fee as soon as reasonably possible.

(3) All adults should commit to raising a minimum sponsorship requirement of **£100** per person. The fundraising deadline for all monies is 20 November 2019 however any monies received after this date must also be remitted to Maggie's. You must comply with all relevant legislation when fundraising on behalf of Maggie's, please get in touch with us at [culturecrawledinburgh@maggiescentres.org](mailto:culturecrawledinburgh@maggiescentres.org) if you have any questions.

(4) You must send any sponsorship money which you have raised offline to Maggie's as soon as possible, attached to a sponsorship form, which will be sent to you in communications ahead of the event or can be requested by emailing [culturecrawledinburgh@maggiescentres.org](mailto:culturecrawledinburgh@maggiescentres.org)

(5) If for any reason you or a group member choose not to take up your place / are not permitted to take part in the event / the event is cancelled, all sponsorship forms and money collected must be forwarded to Maggie's and will not be refunded. For the avoidance of doubt please note that your registration fee is also non-refundable.

(6) Maggie's has no responsibility to ensure that you are fit for the Event; you must all ensure that you have the appropriate level of fitness to take part. You must all confirm that, to the best of your knowledge, you are currently in a good state of health and that you will not take part in the Event unless you are in a good state of health at the time. If you have any health concerns at any time about taking part, you should speak to your doctor.

(7) Any walker over 80 years of age at the time of the Event must provide Maggie's with a letter from their GP stating that they are fit to take part in the Event.

(8) Maggie's Culture Crawl is a walking only event. This means that running is not permitted and we cannot allow any other means of transport (e.g. scooters, rollerblades, bicycles etc). For health and safety reasons we cannot allow pets or animals unless assistance dogs.

(9) Due to the uneven terrain on the routes, these events are not suitable for wheelchair users without assistance. If you are a wheelchair user and are taking part please call 0300 123 1801 for further information. Those assisting wheelchair users are required to pay the registration fee but are not required

to raise the sponsorship if they do not wish to. Please call the events team on 0300 123 1801 in this instance.

(10) You / your team are all taking part in the Event at your own risk. Maggie's will not have responsibility for any risk, loss or costs which you incur in connection with the Event and you will indemnify Maggie's and any persons acting on their behalf for any risk, damages, loss or costs arising as a result of your participation in the Event.

(11) Maggie's hold a standard Employee & Public Liability Insurance and this does not cover participants on public roads.

(12) You / your group will all comply with Maggie's guidelines when raising fundraising for the Event. Details of these guidelines are available on request.

(13) You / your group must provide Maggie's and any persons acting on their behalf with information, which they may request in connection with the Event.

(14) You confirm that any photographs taken by you at the event and given to Maggie's will be usable by Maggie's in future publicity materials.

(15) You / your group give permission to use your name, photograph, voice, or likeness in any broadcast, telecast, advertising promotion, or other account of this event (including any web-based content, social networking site or external website hosting content on behalf of Maggie's), or marketing, or promotion for future or similar events and waive any rights of privacy that you may have in that regard.

(16) Prior to and during the event you / your group will be responsible for your own safety, you will take reasonable care to ensure the safety of other participants and you will comply promptly with all instructions and guidelines given by Maggie's and any persons acting on their behalf.

(17) You / your group accept that the interests and reputation of Maggie's are of paramount importance. Maggie's may at any time and at its sole discretion, cancel the Event, change the published venues, withdraw your place on the Event or exclude you from the Event.

(18) If cancellation occurs due to unusual and unforeseeable circumstances beyond our control, such as a national emergency, natural disaster, fire, bad weather, or other such events (acts of force majeure), then we will advise you as soon as it is reasonable to do so.

(19) Maggie's do not accept responsibility in respect of death, bodily injury or illness of any person on one of our events as a result of (but not limited to) physical exertion for which a participant is not prepared, force of nature, consumption of alcohol, civil unrest, terrorism, breakdown of equipment or any other beyond our control.

(20) Any arrangements you make independently which do not form part of the event are entirely at your own risk.

(21) You are participating in a challenge and it is not without risk. You must ensure that you are in a suitable physical condition to undertake the challenge and therefore take part entirely at your own risk. The outline itinerary for the event must be accepted as an indication of the event and not a contractual obligation on Maggie's part. It is a condition of joining the challenge that you accept this flexibility and acknowledge that any alterations that results in delays, discomfort, disappointment or inconvenience are possible. By accepting these booking conditions you agree to indemnify Maggie's against claims for loss or damage to personal property and for loss or claims arising from your own actions

(22)Maggie's has a commitment to your privacy. The information you give will be added to our database and will be processed in full accordance with the Data Protection Act (1998). We will not pass your personally identifiable information to any third parties (excluding trusted suppliers who assist us with data management and who have made a non-disclosure agreement with us) unless you give us permission to do so or we are obliged by law to disclose it or where it is necessary for the purpose of or in connection with legal proceedings in order to exercise or defend legal rights. If you have used a discount code we may share your email address with the company who has paid for this discount on your behalf. Maggie's will endeavour to store and transfer your data as securely as possible. By providing your email address you are opting in to receive communications by Maggie's which is important for this event. [Please see our privacy policy here. https://www.maggiescentres.org/utility-page/privacy/](https://www.maggiescentres.org/utility-page/privacy/)