

## **WALK THE WALK IN ACTION LIMITED MOONWALK TERMS OF ENTRY**

The MoonWalk London 2017 (the Event) is provided by Walk the Walk in Action Limited, a company limited by shares, registered in Scotland with company number SC201976 whose registered office is at 5 Atholl Crescent, Edinburgh, Midlothian, EH3 8EJ (Action).

Action is a wholly owned subsidiary of Walk the Walk Worldwide, a company limited by guarantee and a charity registered with the Office of the Scottish Charity Regulator under Charity Number: SC029572 (WTW).

Please read the following terms and conditions carefully as they are the terms on which the contract between you and Action will operate (the Agreement). They comprise the rules of entry into The MoonWalk London 2017 and are what you have agreed to when entering.

**THE EVENT** - The Event is a Power Walking event which takes place at night. You will have the choice of entering into the Full Moon (26.2 miles) or the Half Moon (13.1 plus 2 miles).

**ENTRY FEE** - The Entry Fee for the Full Moon and the Half Moon is £48.50 plus an online Booking Fee of £3.39. These fees are inclusive of VAT at the current rate. Action's VAT number is GB800852848. The Entry Fee shall remain the same until all entries into the Event have been taken or entry is closed, whichever occurs first.

**OVERSEAS POSTAGE** - There will be an additional charge of £11.24 to cover postage for applicants who wish to have their pack sent outside the UK, Channel Islands or the Isle of Man.

**CREDIT AND DEBIT CARDS** - Your entry will be processed by the Active Network. "ACT Walk the Walk" will appear on your credit/debit card statement.

**ENTRY AND BENEFITS** - In return for your Entry Fee, Action shall supply you with one entry to the Event. Additional information and benefits will also be provided including Event information, a bra, a cap and a T-shirt. These will be sent to you prior to the Event. Other benefits (if available) including a meal shall be available at the start of the Event and at the discretion of Action. For the avoidance of doubt you are purchasing entry into the Event and any benefits are incidental.

**CONFIRMING YOUR PLACE** - Your entry to The Event is only secured once you have received an email confirming your place. The email will be sent within 48 hours after completing the online registration form. Even after you have received a confirmation of entry we reserve the right to cancel your entry if you have entered into a previous Action event without paying the minimum sponsorship for that event to WTW.

**MAKING CHANGES** - Subject to availability as outlined below, once this form has been submitted it may be possible to change between a Full Moon or a Half Moon at the discretion of Action, but it may incur a fee. It is possible to change your email, postal address, contact number, bra and T-shirt size and estimated time. Please note, bra and T-shirt size and estimated time can only be changed before 29 January 2017. After this date no changes can be made.

**MISSING PACKS AND EVENT ITEMS** – In the event that your Final Pack is mislaid in the post, Walk the Walk will immediately re-issue a Walker Number and Bag Label to ensure that you can still participate in The MoonWalk event. Subject to availability, we will make every effort to replace your T-shirt and cap. Unfortunately in the event that your pack goes missing and is not returned to us, the sender, we will be unable to replace the bra.

**RIGHT TO CANCEL** – Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the Regulations), you have the legal right to cancel your entry from the time the contract is made until the expiry of the fourteenth day following your entry being made.

In summary:

- you have the right to cancel your entry within 14 days without giving any reason;

- the cancellation period will expire fourteen (14) days after the day on which you made your entry, the supply of benefits is incidental to the entry into the Event and does not extend the cancellation period to longer than 14 days following the day on which you made your entry;
- to exercise the right to cancel, you must inform Action of your decision to cancel your entry by a clear statement (e.g. a letter sent by post, fax or email) including your name and geographical address and, where available, your telephone number, fax number and email address. You may use the model cancellation form from the Regulations which is available on the website at [www.walkthewalk.org](http://www.walkthewalk.org) (the WTW Website), but this is not obligatory. If using the model form on the WTW Website you must fill this in electronically and submit the form via the WTW Website;
- if you use the form on the WTW Website, Action will communicate to you an acknowledgement of receipt of such cancellation on a durable medium (e.g. email) without delay;
- to meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired;
- if you cancel your entry, we will reimburse to you all payments received from you and you are not liable for any diminished value of the entry;
- Action will make the reimbursement without undue delay, and not later than fourteen (14) days after the day Action receives your notification of cancellation;
- Action will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event, you will not incur any fees as a result of the reimbursement;
- if the Event has taken place prior to the notification of your cancellation, the full Entry Fee shall be payable and no refund will be made.

**MOVING BETWEEN CHALLENGES** - At the sole discretion of Action, until 6 March 2017, it may be possible to change between challenges taking place on the same date in the same location in return for the payment of an administrative fee of £15.00 inclusive of VAT.

**TRANSFERRING OR DEFERRING** - Once accepted, your place cannot be transferred to any other person or to another event organised by Action or in aid of WTW after 29 January 2017 and at the discretion of Action. Accepted entries cannot be deferred to the following year.

**WITHDRAWING** - If you cannot attend the Event you must inform Action in writing as soon as possible. Please visit the WTW Website. We cannot cancel any place unless we receive your written request to do so.

**REFUNDS** - Refunds will only be made:

- in the event that the Event is unavoidably cancelled by Action;
- if this Agreement is terminated by Action on the grounds that you have previously entered into an event benefiting WTW and failed to pay the minimum amount of sponsorship to WTW; or
- if you exercise your right to cancel and terminate this Agreement within fourteen (14) days of the date on which you submit this form. If you wish to exercise your right to cancel please use the form on the WTW Website or send an email giving your full name and address to [info@walkthewalk.org](mailto:info@walkthewalk.org).

**ENTERING ON BEHALF OF SOMEONE ELSE** - You may make an entry for each member of the team, provided that you have their permission to provide the required information and accept these terms and conditions on their behalf. By filling out this form you agree that all the information that you have inserted is correct.

### **13 - 17 YEAR OLDS**

- An adult must accompany any entrant aged under 18 for the duration of the Event. The guardian of the adolescent must enter into the Event prior to the adolescent entering. The guardian must enter the same challenge as the adolescent.

- For schools or groups including entrants aged between 13 and 17 there must be a minimum ratio of 1 adult to 5 adolescents.
- Action shall not accept entries for anyone aged under 13 on 13 May 2017.
- If you are entering an adolescent, please ensure that you print or make note of your order number that will appear on the entry processing page once you have completed this entry form. You will need it to confirm that you entered ahead of the adolescent.

**STRICTLY FOR WALKERS ONLY** - You are not permitted to use any form of propulsion or transport (including but not limited to rollablades, bicycles and Nordic Poles) other than walking. Running is not allowed during the event and will result in immediate disqualification.

**ANIMALS** - No animals apart from guide dogs are permitted to take part in the Event or to enter the start and finish enclosure.

**ALCOHOL AND SMOKING** - No alcohol is to be brought into the Event site or consumed during the Event. Smoking is not permitted at the Event. The MoonWalk is a smoke free zone.

**BEHAVIOUR** - By entering the Event you agree to follow the reasonable directions of Action and abide by the rules of the Event which shall be communicated to you from time to time, these include, but are not limited to, time limits on events, criteria for medal presentation, start procedures and timings, medical requirements, etc.

**MEDICAL INFORMATION AND LIABILITY** - You are responsible for your own medical condition. If you are in doubt about your ability to take part in or finish the Event or you have any medical condition, consult your doctor prior to commencing your exercise programme. None of Action or WTW, the charities benefiting from WTW's grants nor the Event sponsors (together the Organisations) accept any liability for the health of the entrant. If you are NOT a UK resident or entitled to receive NHS healthcare services, Action advises that you should have personal insurance that covers you for participating in road walking sporting events. Action reserves the right to require any person to withdraw from the Event.

**DISABLED ENTRANTS** – are welcome to take part, although due to the nature of the Event we ask you to contact the organisers (+44 (0)1483 741430) prior to filling in this form as the Event may not be feasible for people with some disabilities.

- If the disabled entrant is successful in obtaining a place in the Event, and requires assistance from another person (or people), one person assisting will be guaranteed a place.
- If the number of support people exceeds one (1), additional guaranteed places will be at the discretion of Action.
- Please note that those people assisting a disabled entrant will be required to pay the entry fee, but will not be required to raise sponsorship if they do not wish to.
- In certain cases it will be possible for Action to allow a change in the support person or people. Any request for a change in personnel must be notified to Action. Once the event entry list has been closed and passed to the emergency services prior to the Event no changes to entrants will be permitted.

**SPONSORSHIP MONEY RAISED** - You are not permitted to use any of the sponsor money that you raise in relation to your entry into the Event to pay for your expenses. If you do not pass all of the money that you raise to WTW you may be committing a criminal offence. A failure to submit any money raised from any previous participation in events benefiting WTW, or a failure to notify us if you have not been able to attend a previous Event may result in Action refusing entry or cancelling this Agreement. You are not permitted to use your entry to raise money other than for WTW or to pass on funds raised for WTW to other charities (this includes but is not limited to any fundraising taking place online). Any money raised by you relating to your participation in the Event must be paid to WTW. WTW will use the money raised for its general charitable purposes.

**LIABILITY** - The Event is operated by Action. Save for Action, none of the Organisations are engaged in the operation of the Event. Therefore, none of WTW, any charity benefiting from grants from WTW or the sponsors of the Event have any liability in relation to the Event. Save for death or personal

injury caused by Action's negligence the Organisations exclude all liability for any loss, damage, injury, consequential loss suffered by any entrant personally or to their property as a result of their entry to or participation in the Event.

**INTELLECTUAL PROPERTY (IP)** - WTW owns the IP rights in the name Walk the Walk and the names of its events, including but not limited to The MoonWalk and The SunWalk. These rights include both trade marks and copyright. You are not permitted to use any of the rights owned by WTW, including the names of events or these terms and conditions, for your own purposes or to raise funds for WTW other than in connection with events and challenges approved by WTW.

**TERMINATION** - This Agreement remains in force until you have paid all money and sponsorship raised in relation to any Event organised by Action. Action may cancel this Agreement at any time if you are in breach of this Agreement.

**COMPLAINTS** - If you have any complaints or queries, please write to Walk the Walk in Action Limited, 6 Genesis Business Park, Albert Drive, Woking, GU21 5RW, United Kingdom.

**LEGAL INFORMATION** - This Agreement is only available in English and a copy will be available on the WTW Website, it shall be governed by the laws of England and Wales and Action and you hereby submit to the exclusive jurisdiction of the English Courts.

**DATA PROTECTION** - Action will process your personal data in accordance with the WTW subject information statement which is included in the privacy policy on the WTW Website. Please note that Action will not sell or allow any third party use of its database.