

WALK THE WALK IN ACTION LIMITED

TERMS OF ENTRY FOR OUR VIRTUAL EVENTS - the small print that you have agreed to!

The Christmas Cracker 2021 Challenge (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 Event as defined below and are what you agreed to when entering.*

THE EVENT –

THE EVENT – The Christmas Cracker 2020 is a walking event comprising of the following challenges:

- Christmas Cracker Challenge 2021 **The Rudolph 5K**
- Christmas Cracker Challenge 2021 **The Dancer 10K**
- Christmas Cracker Challenge 2021 **The Comet 21k Half Marathon**
- Christmas Cracker Challenge 2021 **The 100K Dasher**
- Christmas Cracker Challenge 2021 **The 150K Vixen**

The 100km and 150km challenges will commence on 25th December 2021 and may be undertaken in stages provided it is completed by end of day, 5th January 2022.

All other challenge distances shall be undertaken on one day of your choice between 25th December 2021 and 5th January 2022.

We request that each entrant raises a **minimum level of £50 sponsorship** for this event.

Please note: To qualify for the reward prizes, fundraising amounts need to hit the above goals by **midnight on the 5th January 2022** and excludes Gift Aid. Of course, all sponsorship is gratefully received after this date, it's just that the reward option will no longer apply.

ENTRY FEE – The Entry Fee for the Event is the same for each Challenge and is £15.00, save that a child aged under 13 (on the date of the Event) registering for the 5 or 10km challenges in a team with a paying adult may enter for free (for the avoidance of doubt there is a free child place for every paying adult).

This fee is 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.

PROOF OF COMPLETION – In order to receive your medal, you will be required to verify that you have completed your challenge. On entering, your fundraising platform will be 'Enthuse' which allows you to access a free link to the Strava App which can track your distance and link it directly to your fundraising page. Should you wish to use a different GPS tracking App, there is a link on our website that will allow applicants to upload a screen shot to be forwarded as verification of your completed challenge.

Please Note: In the event that any difficulties arise with the use of your Enthuse platform, your link to Strava or any other technology relevant to completing your challenge. Please contact Walk the Walk immediately.

Should technology fail, you may manually upload your distance and time, however Action reserves the right not to accept a manual entry as proof of completion of a challenge.

Proof of completion remains the responsibility of the challenger and must be received by Walk the Walk no later than the date stated for the particular challenge entered. Medals cannot be guaranteed after this date.

USE OF STRAVA – Your recorded Strava walks are made public on your fundraising page, if you do not wish for these to be seen then you are able to delete them. If you wish to record your routes using Strava, we recommend walking different routes regularly.

OVERSEAS POSTAGE – There will be an additional charge of £10.50 to cover postage for applicants who wish to have their medal sent outside the UK, Channel Islands or the Isle of Man.

CREDIT AND DEBIT CARDS – Your entry will be processed by Enthuse. "WALK THE WALK IN ACTION WOKING GB" will appear on your credit/debit card statement. Any refund will be paid to your card and may take up to sixty days to credit to your account.

ENTRY AND BENEFITS - In return for your Entry Fee, Action shall supply you with one entry to the Event. Additional information and benefits will include advice on Walking Technique, Safety Information and daily emails for the 12 days of Walking that include missions and activities. Should you complete the Event and provide verification that you have completed your challenge via Strava or other advised methods to Action, you will receive a congratulations certificate which you will be able to download and a medal sent through the post.

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 and unless WTW has received the minimum sponsorship for that event from you or your supporters.

MAKING CHANGES – As the event is a virtual event you may change between the different elements of the Event i.e. from the Half Marathon to the 100km within 7 days of registration. Changes cannot be made later than 22nd December 2021.

FUNDRAISING REWARDS – Action reserves the rights to make small rewards to entrants if they achieve outstanding levels of fundraising. Such rewards are not contractual and will be at the discretion of Action. For the avoidance of doubt the value of any reward will be valued at less than 25% of the value of the fundraising achieved to meet the Gift Aid rules on benefits

USA – If you are completing your challenge in the USA or your supporters are US tax payers, you may direct your donations to Walk the Walk America, our sister charity to ensure that your support is tax effective. Contact Support@walkthewalk.org for further information.

MISSING POST – In the event that your Medal is mislaid in the post and is not returned to Action, Action will be unable to replace the medal or any reward.

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, unless the deadline for completion of the Event is reached prior to the 14-day deadline;
- 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 ©Walk the Walk Worldwide 2021 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 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 final date for 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 – It is not possible to move from the Event to another virtual challenge or to a physical challenge.

TRANSFERRING – Once accepted, your place cannot be transferred to any other person or to another event organised by Action or in aid of WTW.

WITHDRAWING – The Event will need to be completed by a specific date, if this is not possible you may withdraw, however, no refund is made, please notify Action if you cannot take part so that your records can be updated **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.

ENTERING ON BEHALF OF SOMEONE ELSE – You may make an entry for each member of a 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.

CHILDREN – There are no restrictions on under 18's taking part in the Event. However, a responsible adult must supervise where necessary. We recommend that all under the age of 13 are accompanied by an appropriate adult and no one under 18 walks alone. For groups, we suggest a minimum ratio of 1 adult to 5 adolescents, however, please take into consideration current Government COVID-19 guidelines for your area.

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 – Unlike our physical events there are no restrictions on animals walking with you on the Event. Please make sure that the event is suitable for your companion and that you take all of your usual precautions in relation to their health and safety. Riding on animals is not permitted.

ALCOHOL AND SMOKING – We do not recommend the consumption of alcohol or smoking (including vaping) when you are taking part in the Event. Please do take care, we are not there to provide support and marshalling!

BEHAVIOUR – There are no marshals, so all we can say is be kind and think of those around you. Follow social distancing and treat others as you would like to be treated!

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 in the UK and are NOT a UK resident or entitled to receive NHS healthcare services, or if you are taking part in a country without universal healthcare, Action advises that you should have appropriate 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.

COVID-19 – Although you are taking part in a Virtual Challenge, Walk the Walk ask all participants to ensure they follow Government Guidelines set out at any time, to include all training preparation and taking part on the challenge itself.

Walk the Walk also advise that you should wear a face mask if walking as in training or completing the challenge in busy urban areas or where social distancing is not possible.

DISABLED ENTRANTS – are welcome to take part, do take care and if you need any assistance or advice contact the organisers (+44 (0)1483 741430) prior to filling in this form. There is no requirement for your guide or assistant to register, although we would love it if they are able to do so. Take care and choose an appropriate challenge. Our aim is that the Event is open to all, notwithstanding any disability. If you do have a disability and wish to complete a challenge other than the 100 km challenge in more than one day, please contact Action in advance.

SPONSORSHIP MONEY RAISED – You are not permitted to use any of the sponsor money that you raise ©Walk the Walk Worldwide 2021 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. Please only fundraise through our online platform.

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 and exclude all liability. Save for death or personal injury caused by Action's negligence the Action excludes all liability for any loss, damage, injury, consequential loss suffered by any entrant personally or to their property or a third party 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 (as well as the virtual versions). These rights include both trademarks 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.

PHOTOGRAPHY –

Due to the “virtual” nature of the Event, neither Action nor WTW will have photographers depicting the Event. To promote and memorialise the Event and to promote future events, Action will be relying on photographs and films taken by you and the other entrants. Therefore, please send any images of you and your team (if any) taking part in the Event to info@walkthewalk.org. By sending photographs and films (the **Images**) to Action or posting such Images on social media you are:

- granting Action and/or WTW permission to use the Images to promote and memorialise the Event and to promote future events;
- noting that the Images may also be used for archiving, news reporting and education.; and
- confirming that each person in the Images has consented to their use by Action and/or WTW.

For the avoidance of doubt, such consent includes, where necessary, consent to Action and/or WTW to Process any Personal Data (both as defined by the UK Data Protection Legislation) included in or relating to the Images. There may also be legitimate interests which allow us to

process the Personal Data relating to the Images. Where consent is the basis for Processing, you or any person depicted in the Images may withdraw consent to the use of the Images and/or the Processing of any Personal Data at any time by emailing info@walkthewalk.org, identifying the Images and withdrawing consent to Action and/or WTW to use the images. Withdrawing consent will not affect the lawfulness of any use of the Images or the Processing of Personal Data carried out by Action and/or WTW before you withdraw your consent.

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.