

**WALK THE WALK IN ACTION LIMITED**  
**TERMS OF ENTRY FOR THE WALK THE WALK MOONWALK 2023**

- the small print that you have agreed to!

“The MoonWalk 2023” (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 MoonWalk 2023” shall take place over the weekend of 9-10 September 2023. It is a walking event:

We expect that the majority of entrants will be able to join us in Scotland to complete our iconic MoonWalk Scotland Full Moon and Half Moon+ routes through the city (the **In-person Event**). However, there will also be the option to complete all of the Challenges virtually without travelling to Scotland (the **Virtual Challenges**).

The Event comprises of the following challenges:

- New Moon (6.55 miles) – (Virtual only);
- Half Moon+ (15.1 miles In-person) – Half Moon (13.1 miles Virtual);
- Full Moon (26.2 miles) (In-person and Virtual);

If you are undertaking a Virtual Challenge, your route will not be marshalled and we request that you do not undertake your Virtual Challenge in the dark.

The In-person challenges will take place overnight on a marshalled route.

You can undertake a Virtual Challenge and take part in the In-person Event.

**ENTRY FEE**

These are the fees:

- Adult and 13-to-17 years old Virtual – £37.50;
- Adult and 13-to-17 years old In-person – £54.50;
- 12 years old and under Virtual – £15 – New Moon Challenge only.

The benefits for the different entry types are slightly different as set out below. 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 VIRTUAL CHALLENGE**

To complete the Virtual Challenges you will need to verify that you have completed your Challenge. The fundraising platform linked to your entry will be 'Enthuse', which allows you to access a free link to the 'Strava App' which can track your distance and link it to your fundraising page. This will be used to verify your completed Challenge. Should you wish to use a different GPS tracking App, a link will be provided that will allow applicants to upload a screen shot to be forwarded as verification of your completed Challenge. Should technology fail, you may manually upload your distance and time. Action reserves the right not to accept a manual entry as proof of completion of a Challenge.

## **PROOF OF COMPLETION IN-PERSON CHALLENGE**

To receive your medal you must complete the distance that you have selected on your registration form by crossing the finish line. If you complete a distance that is shorter or longer than this, you will not be eligible for a medal.

## **AGE RESTRICTIONS**

The minimum age for entrants on 9<sup>th</sup> September for the:

- New Moon Challenge there is no age restriction;
- All other Challenges is 13 years of age;
- Each entrant aged under 18 on 9<sup>th</sup> September 2023 shall be accompanied by an adult that has paid the full Entry Fee. The adult must remain with the adolescent at all times and supervise their participation in the Challenge. The minimum ratio acceptable is 1 adult to 5 children/adolescents.

## **OVERSEAS POSTAGE**

There will be an additional charge of:

- £17.50 to cover postage for Virtual Challenge applicants who wish to have their initial pack and medal sent outside the UK, Channel Islands or the Isle of Man; and
- £12 to cover postage for In-person Event applicants who wish to have their initial pack 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 and the following benefits depending on the entry purchased:

- Those holding “Adult” and “13 to 17-year-old” In-person entries will receive the following advance benefits including a Cap, a T-shirt, a space blanket, a Walker number, a bra in the size requested or as close as possible to the requested size, a training plan and a safety guide; event information including advice appropriate to your specific Challenge along with walking advice, update emails, an occasional “Tip of the Day” and love and support all the way!
- Those holding “Adult” and “13 to 17-year-old” Virtual entries will receive the following advance benefits including a Cap, a T-shirt, a space blanket, a bra in the size requested or as close as possible to the requested size, a training plan and a safety guide; event information including advice appropriate to your specific Challenge along with walking advice, update emails, an occasional “Tip of the Day” and love and support all the way!
- Those holding “12 years and under” entries do not receive any advance benefits.
- Should you, whether you are an adult or child, complete the agreed Virtual Challenge and provide verification that you have completed your Challenge via Strava to Action you will receive an email confirming completion, a congratulations certificate which you will be able to download from the email link and a medal sent through the post.
- For the avoidance of doubt there are no entry benefits for disability guides.

## **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 WTW has not received the minimum sponsorship for that event from you or your supporters.

## **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.

## **MISSING POST**

In the event that your advance benefits are reported missing to Action, Action will be unable to replace the bra. Additional items may be available to collect at the In-Person event. If you are taking part in a Virtual Challenge and 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 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.

## ENTRY CHANGES

You may request kit amendments (change to t-shirt or bra size) or change your Challenge distance before the 6th February 2023, or within the 14-day period following the date of entry at Actions discretion (save that this period shall be reduced if you seek to enter the Event less than 14 days prior to the Event, in which case you cannot make any changes).

## MOVING BETWEEN CHALLENGES

You may change between Challenges before your advance benefits have been ordered, or within the 14-day period following the date of entry at Actions discretion (save that this period shall be reduced if you seek to enter the Event less than 14 days prior to the Event, in which case you cannot move between Challenges).

- Moving from In-Person to Virtual.
  - A refund of the difference between the entry fees will be offered.
  - If your advance benefits have already been ordered then no refund of the difference between entry fees will be offered
- Moving from Virtual to In-Person
  - An additional charge of the difference between entry fees will be invoiced
  - Once paid any advance benefits not already dispatched will be available for collection at the Helpdesk on the date of the In Person event

## TRANSFERRING

Once accepted, your place cannot be transferred to any other person or to another event organised by Action or in aid of WTW, save for Action transferring you from the In-person Event to the Virtual Challenge.

## WITHDRAWING

The Event, whether a Virtual Challenge or the In-person Event, will need to be undertaken on the specified day, 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

If it is not possible to hold the In-person Event, everyone will be switched to the equivalent Virtual Challenge. Refunds will only be made:

- in the event that the Event is unavoidably cancelled by Action and if Action cannot transfer you to another Event;
- 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. If you are a member of a team entering separately, the first person to enter must establish the team and then other members may apply to join the team that has been established. You may enter a team (with the consent of the team administrator) at any point prior to the Event.

## **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 In-person event or to enter the start and finish enclosure. Unlike our In-person events, there are no restrictions on animals walking with you on the Virtual Challenges. Please make sure that the Challenge 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, if you are taking part in a Virtual Challenge, we are not there to provide support and marshalling! For the In-person Event, no alcohol is to be brought into the Event site or consumed during the Event. Neither Smoking nor Vapping is permitted at the Event or on the route. The MoonWalk is a completely smoke free zone and, for the avoidance of doubt, electronic cigarettes are not permitted.

## **VIRTUAL CHALLENGE BEHAVIOUR**

There are no marshals, so all we can say is: be kind and think of those around you. Treat others as you would like to be treated!

## **IN-PERSON EVENT 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 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.



## **DISABLED ENTRANTS**

Are welcome to take part, do take care and if you need any assistance contact the organisers (+44 (0)1483 741430) prior to filling in this form.

- There is no requirement for your guide or assistant to register for the Virtual Challenges, although we would love it if they are able to do so.
- Due to the nature of the In-person 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 In-person 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.
- 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 in more than one day, please contact Action in advance.

## **SPONSORSHIP MONEY**

- Each entrant commits to raise a minimum level of sponsorship of £100, for the Event.
- 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.
- Please only fundraise through our online platform or with our offline Sponsor Form.

## **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 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.

## **PHOTOGRAPHY**

By attending the In-person Event you consent to Action and WTW being able to use your image captured by our photographers for marketing and the promotion of the Event and WTW.

Due to the “virtual” nature of the Virtual Challenges, 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](mailto: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](mailto: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.
- When you provide your mobile telephone number, we will send you up to six text messages the evening before and over the course of your Virtual Challenge, we will also aim to call you once to check on your progress. If you are walking alone, you may request or we may offer, additional check in calls. We cannot guarantee to make calls to you, but will aim to do so.
- We will also aim to send text messages entrants into the In-person Event wishing you luck and checking on your experience. Safety messages may also be sent via text.
- The messages are welfare messages and not marketing, therefore we do not offer an opt out from receiving these messages.