

## **The Theirworld Your Walk Virtual Challenge Event Terms and Conditions**

1. By entering this Event and promotion, you agree to be bound by these terms and conditions which is the basis of your relationship with Theirworld (“us”). If you are registering on behalf of other individuals, you hereby confirm that you have obtained the consent of those individuals to take part in the Theirworld Your Walk virtual Event and that they have read, understood, and agree to be bound by these terms and conditions (“Terms”).
2. The Event is organised by Theirworld (UK charity number 1092312) Registered office: Theirworld, 3<sup>rd</sup> Floor, The Broadgate Tower, 20 Primrose Street, London EC2A 2RS. (“Theirworld” or “we”).

### **The Event**

3. The Theirworld Your Walk Virtual Challenge is a sponsored virtual walking Event to take place from 1<sup>st</sup> June to 30<sup>th</sup> June 2024. The Event is an ‘online only’ Event where registrants take part in their own time at a location of their own choosing. The Event is to raise charitable funds for Theirworld and consists of a challenge to walk a set number of steps on a date or dates of your choice between 1<sup>st</sup> June and 30<sup>th</sup> June 2024 (the “Event”).
4. This challenge is for individuals, families, schools and groups. You may undertake this challenge in a manner which is suitable for you.
5. By completing this form, you are accepting that you are solely responsible for your own training for this Event. The Event may be physically challenging and may pose a risk of discomfort, illness, injury, and even death. You need to be satisfied that you are physically capable of doing the Event without undue risk to your health or life. We do not conduct health or fitness checks on entrants and the responsibility for your ability to participate in the Event is with you as the participant. If you have a medical condition or are unsure of your physical ability to take part in the Event, you must seek medical advice from a general practitioner prior to the participating in the Event.
6. Theirworld does not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss and/ or damage that may arise out of or in connection with the participation in the Event by you. You are advised to obtain such insurance yourself if required or desired.
7. You agree to abide by any local or national public health or safety guidance or other restrictions applicable at the date of and at any point throughout the duration of the Event, including in relation to Covid-19.

### **Eligibility**

8. All UK residents are eligible to enter.
9. Registrants must be 18 years of age or over.
10. Young persons under 18 years of age may take part in the Event provided they are registered by their parent or carer. No data will be stored for under 18’s.
11. Registrants can only register online

### **Fundraising**

12. There is an individual fundraising sponsorship target of £150.
13. You will use your best endeavours to raise money for Theirworld in connection with your participation in the Event.
14. You will pay any registration fee, which is non-refundable and cannot be used towards your sponsorship pledge.

15. When fundraising, you will act lawfully and follow the fundraising guidelines given by Theirworld. You should display the registered charity number of Theirworld, 1092312, when you are fundraising for us. As a thank you for all your fundraising efforts, you will be sent a virtual Theirworld badge via email. You must make it clear you are fundraising in 'aid of Theirworld' and are not representing or acting on behalf of Theirworld.
16. You understand and will make clear to those who support your fundraising, that any money you send to Theirworld will be treated as a donation and used for the charitable work of Theirworld.
17. Please encourage eligible donors/sponsors to make gift aid declarations. This will make the most of your fundraising efforts by enabling us to recover basic rate tax on their donations.
18. Donations are not refundable, even if the Event does not take place or you do not manage to complete the Challenge. If you have to withdraw prior to the Event, you must notify us immediately, before the registration deadline if possible, and transfer any donations already received to Theirworld.
19. You will forward all monies donated to Theirworld via an online giving provider no later than four weeks after you complete the Event.
20. You will only use lawful means to fundraise for Theirworld and will not bring Theirworld's name into disrepute. You will observe these fundraising rules and you will comply with any further rules and requirements about fundraising of which Theirworld may notify you.
21. You must not do anything which in the opinion of Theirworld, harms or is likely to harm Theirworld's standing or reputation. If you do anything, which in the opinion of Theirworld, does harm our standing or reputation we reserve the right, at our sole discretion, to not allow you to take part in the Event, or use any of our promotional, or other materials.
22. Theirworld is working with the fundraising website JustGiving on this Event, and you will be required to set up a JustGiving page to record and receive donations. By creating your JustGiving page you agree to comply with JustGiving's Terms of Service, and we recommend you review their privacy policy. Theirworld is not responsible for JustGiving, and after setting up your page you will receive emails from JustGiving to let you know what is happening on your page and help you fundraise for this Event. You can opt out of most JustGiving communications by clicking unsubscribe at the bottom of their emails.
23. Please check that all details provided are correct and that you receive a confirmation of entry. We will not be responsible for any input errors and technical problems including your access to Wi-Fi that may arise from time to time and which may mean that entries have not been fully captured in the system.

#### **Use of promotional material**

24. We are the owner or the licensee of all intellectual property rights in Theirworld branding, and material published on our website or otherwise provided to you. This material includes, but is not limited to, the design, layout, look, appearance and graphics. All such rights are reserved. You may only print, display, download or use temporary copies of material of Theirworld website content for personal non-commercial use and may not alter the original content of material in any such copies.
25. We will provide you with Theirworld branding, which we expect you to show during all fundraising Events associated with the Event. You may only use fundraising materials that we provide to you for this purpose. Other than for the purposes of promoting Theirworld in this way during the Event, you will not use this branding without first obtaining permission from us.
26. You will not incur nor are you authorised to incur any cost, expense, claim, loss, or liability on behalf of Theirworld.

27. You will obtain approval from Theirworld before approaching press or celebrities to support the Event.
28. If broadcasting your Event activity via social media, such as Facebook, Instagram, Snapchat, Twitter, YouTube or any such site or social media platform, you shall not upload, post, e-mail or otherwise transmit or publish any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. You must also make sure that any other people you capture in such content are happy to be included. You must agree to delete any content which we reasonably consider to be in breach of these Terms.

#### **How we manage your data**

29. For information about how we may process your personal data and your rights in relation to this, please see our [data privacy policy](#).
30. JustGiving is a separate data controller and therefore when you register with them as part of your participation in the Event, you should also review their privacy policy.
31. If you provide us with your name and any images regarding your participation in the Event or you appear in any photos or videos we take at the Event, we may use these promotional materials and, on our website, if you are not happy to be included in this please let us know.

#### **General**

32. Theirworld reserves the right to make any reasonable amendments to these Terms. In this Event, a notice will be posted on <https://theirworld.org/theirworld-your-walk/>
33. If any provision in these Terms, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.
34. Nothing in these Terms shall affect our liability for:
  - a. death or personal injury resulting from our negligence or a deliberate act or omission of us,
  - b. our employees, agents, or contractors.
  - c. breach of statutory duty.
  - d. fraudulent misrepresentation.
  - e. a matter to the extent that liability for it cannot be excluded or limited by law.
35. Otherwise, to the maximum extent permitted by law, we exclude all conditions, warranties, guarantees, rights, remedies, liabilities, or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on us or Theirworld.
36. You agree to fully and irrevocably compensate Theirworld, from any liability to any third party or other participant in the Event arising from your participation in the Event or connected with any breach by you of any of these Terms.
37. Nothing in these Terms shall affect any statutory rights to which you may be entitled to as a consumer (these include a right to receive a reasonable standard of service as described).
38. These Terms shall be governed by and construed in accordance with the laws of England and Wales, and you agree to submit to the exclusive jurisdiction of the English courts (unless you are resident in Scotland or Northern Ireland in which case such laws shall apply, and you shall have rights there).
39. We recommend that you print and keep a copy of these Terms. If you have any questions or concerns, please email [fundraising@theirworld.org](mailto:fundraising@theirworld.org)

Many thanks for your support and good luck with your fundraising.