

## **EVENT TERMS & CONDITIONS**

### **1 BACKGROUND**

The Kiltwalk is a registered Scottish Charitable Incorporated Organisation (Charity number SC042580) having its principal office at Mercantile Chambers, 53 Bothwell Street, Glasgow, G2 6TS ("The Charity"). The Charity was established to support and improve the advancement of education and the relief of those in need by reason of age, ill health, disability, financial hardship or other disadvantage. The Charity fulfils this responsibility through the raising and dispersing of funds by way of grants.

Kiltwalk Trading Limited is a company incorporated in Scotland (company number: SC515326), whose registered office is at 53 Bothwell Street, Glasgow, Scotland, G2 6TS (the "Company"), and is a wholly owned subsidiary of The Charity. The Company has been established with the purpose of supporting the charitable purposes of the Charity, through trading activities and fundraising. One way the Company achieves this by the promotion of walking events throughout Scotland every year including The Mighty Stride (approximately 26 miles), The Big Stroll (approximately 13 miles), the Wee Wander (approximately 3 miles) and The Virtual Kiltwalk (collectively called the Kiltwalk) which walking events are herein referred to as "The Event"). The Company then donates the distributable profits from the Event to The Charity in accordance with the corporate Gift Aid rules set out from time to time by HMRC.

### **2 ENTRY**

- 2.1 Entry to the Event is by completion of a registration form prior to the Event and is subject to acceptance by us. We will email you to confirm acceptance of your registration. Acceptance is entirely at our discretion and Event entry will close when maximum participant capacity is reached. By submitting a registration form, you agree to enter into the Event, to pay an entry fee for doing so and to abide by these Event Terms and Conditions, and any instructions given to you by The Company and its representatives or officials or rules relating to the Event particularly those relating to health and safety.
- 2.2 Participation in the Event is personal to you and is not transferable to any other person. You are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event. Any breach of this condition shall render your entry void. If you are found to be in breach of this condition The Kiltwalk reserves the right to exclude you from participation in the Event and any future Events.
- 2.3 Your entry fee will go towards staging and running the Event. The entry fee is non-refundable other than as provided in the cancellation provisions set out in Clause 6 below.
- 2.4 Any person under the age of 16 wishing to participate in the Event must obtain the written consent of their parent or legal guardian in the form provided by The Kiltwalk for participation in the Event.
- 2.5 Postage of your Kiltwalk medal is free of charge to any address within the UK. Postage outwith the UK, if requested, will be charged at the applicable Royal Mail International price.

### **3 FUNDRAISING**

- 3.1** By participating in the Event you will be raising funds for your chosen Scottish charity as selected by you during registration. Any funds that are unallocated to a specific charity, will be distributed via a third party acting as The Charity's distribution partner. For the current calendar year 2022 that third party will be the STV Children's Appeal.
- 3.2** Every pound which you raise for charity will be forwarded to your chosen charity or, where you have not chosen a charity, to a local cause selected by the distribution partner referred to above. All participants have a legal responsibility to ensure that all sponsorship monies/donations received for the Event are paid to The Charity for onward transmission to your chosen charity or local cause or, where you have not chosen a charity, to The Charity's distribution charity partner. Gift Aid on monies raised by you is retained by us and will go towards the staging and running of the Event.
- 3.3** Each year all funds raised by you are topped up by a pre-agreed percentage by one or more of our sponsors. The Fundraising top up for this current year 1st January 2022 to 31st December 2022 is 50% of the funds raised by any individual participant subject to a maximum top-up of £5000 per walker or donor. This is a cumulative limit per participant for Events in the above period. Donations received directly from a charity or a corporate entity (including match funding) are not eligible for the top-up. All fundraising top ups are subject to deadlines and The Charity's approval.

#### **4 EVENT PARTICIPATION & SAFETY**

- 4.1** You warrant that you will be sufficiently fit and healthy on the day of the Event to participate in the Event and that you will be participating at your own risk. You are responsible for your own medical condition. If you are in doubt about your ability to take part in the Event or if you have any medical condition, consult your doctor prior to commencing your exercise programme or taking part in the Event. The Charity, the Company and any other charities benefitting from the Event and the Event sponsors do not accept any liability for the health of any participant. Any participant unsure of their physical ability to take part in the Event must seek professional medical advice prior to the Event.
- 4.2** Age restrictions apply to all participants. Only participants aged 5 and above can take part in the Event.
- 4.3** You are recommended to wear sensible clothing and footwear suitable for participating in an event of the type you have entered, including warm and waterproof clothing if weather conditions so require.
- 4.4** The Charity and/or the Company and the Event officials reserve the right to refuse entry to the Event or to ask you to cease participation if either before or during the Event make repeated criticism of the Event its participants or organisers or anyone involved with the Event on social or other media which criticism may damage the reputation of the Charity.
- Where entry is blocked or participation is ceased in accordance with this Clause we reserve the right to block your participation from any future Events.

## 5. **CANCELLATION & CHANGES**

- 5.1 The Event is expected to take place on 7<sup>th</sup> to 9<sup>th</sup> October 2022. However, The Charity and the Company reserves the right to change the exact date of the Event for any reason, including, without limitation, if advised to do so by local authorities or Police Scotland. No refunds or compensation will be paid to participants in these circumstances.
- 5.2 You should inform us immediately by contacting us on [contactus@thekiltwalk.co.uk](mailto:contactus@thekiltwalk.co.uk) if you need to withdraw for any reason. If you do so, your entry fee will not be refunded but you will be permitted to have a guaranteed entry for the next year's Event subject to submitting a registration form and paying the entry fee. If you have obtained a place from a charity then the place will revert to the charity.
- 5.3 If you withdraw and request a refund from the event, we are required to confirm whether your donors would still like their donation to be paid to your chosen charity or if they would like a refund. Any donations paid to your chosen charity would not be eligible for fundraising top-up referred to in Clause 3.3 above.
- 5.4 We may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, epidemic or pandemic threat, war, civil or political unrest, terrorism, inclement weather conditions or any other unforeseen circumstances. In such circumstances we will, if practicable, provide written notice of cancellation to the address given by you. In the event that written notice is not practicable due to the timescales involved we will use reasonable endeavours to provide other suitable methods of notice which may include, e-mail, mobile phone, text message, social media, television and/or radio broadcasts. Whilst you will receive a refund of the entry fee we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs.

## 6. **USE OF IMAGES**

By registering for the Event, you are deemed to have given your consent for the publication of images or recordings taken by us or uploaded onto social media and their use by us and those authorised by us in any way which we may see fit now or in the future including but not limited to film, broadcast, radio, TV, publications and publicity. Any audio, visual, or audio-visual recordings that you make of the Event or any part of it are for personal use only and cannot be used for any commercial purpose.

## 7. **DATA PROTECTION**

- 7.1 The personal information on the registration form (including any sensitive personal data) and any other personal information you pass us whether through forms you complete, emails, texts or other communication with us is processed to enable us to organise, stage and administer the Event including but not limited to for the following purposes:

\* to assess an applicant's suitability to participate in the Event;

\* to make arrangements in connection with the Event, including but not limited to: booking and payment arrangements and provide you with training information and Event updates; and

\* to ensure the safety and security of all participants in the Event, including but not limited to health and safety purposes.

Both the Charity and the Company act in accordance with the data protection legislation including storing your personal information securely. Full details of what we do with your personal information can be found in our privacy statement at [www.thekiltwalk.co.uk/privacy](http://www.thekiltwalk.co.uk/privacy)

7.2 By selecting a charity or cause to receive your fundraising, you agree that we will share my name, address, e-mail address, telephone number and the amount raised by you with your selected charity or local cause to allow them to acknowledge receipt of your fundraising and to contact you by letter, e-mail and telephone with information about them and future events organised by them or in which they are involved. The holding of such information by your chosen charity will be subject to their privacy policy and it is your responsibility to familiarise yourself with this. We have no responsibility for what your chosen charity does with that information.

7.3 You agree that your personal information may be anonymised and the anonymised data may be used in connection with the compilation of statistical information and to improve health and safety procedures at future Events.

## **8 LIABILITY**

8.1 In no event shall we be liable to you whether for breach of contract, any delictual act or omission (including negligence) or otherwise, under or in connection with these Terms and Conditions of Entry for any:

\* loss or damage

\* loss of profit

\* loss of reputation

\* loss of business, revenue or goodwill;

\* loss of anticipated savings

\* pledges made on your behalf or by you to charity

\* consequential or indirect loss or damage, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.

8.2 You shall indemnify us and keep us indemnified against any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with your negligent actions or omissions whilst participating in the Event.

8.3 Nothing in these Terms and Conditions of Entry shall affect our liability for death or personal injury arising as a consequence of our negligence, fraud, or any other liability to the extent it cannot be excluded or limited by law.

9. **GENERAL**

This Agreement shall be governed by the law of Scotland whose courts shall have exclusive jurisdiction.