

## **Hospice of the Valleys Cardiff Half Marathon Terms and Conditions**

### **Definitions:**

**“Hospice of the Valleys/We/Us/Our”** means Hospice of the Valleys (Registered Charity Number 517724), Festival Drive, Ebbw Vale, Gwent. NP23 8XF. The charity remains the owner of charity runner space.

**“You/Your/Yourself”** means the person agreeing to be bound by these terms and conditions and who is using a Hospice of the Valleys’ place to take part in the Event.

**“Event”** means the Cardiff Half Marathon

**“Event Organiser”** means the company Run 4 Wales Ltd (company number 08057072) responsible for organising the Cardiff Half Marathon

**“Fee”** means the registration fee that You are required to pay to confirm place in the Event.

### **1. Participation**

1. You acknowledge that participation in the Event may be physically demanding and You are aware of the nature of the Event and associated medical and physical risks involved.
2. You agree that you are physically capable of taking part in the Event and agree you are solely responsible for your actions whilst attending the Event. This includes the event centre and during the event itself. Hospice of the Valleys does not accept responsibility for your actions nor the consequences of such actions.
3. The minimum age of entry is 17 years at the date of the event.
4. You have read, agree to and accept the Hospice of the Valleys Terms and Conditions and Event Organiser’s General Conditions of Entry which can be read [here](#).
5. Please note We reserve the right not to refund any registration fee as outlined below.

### **2. Bookings, Payments and Your obligations**

1. You shall complete the Hospice of the Valleys Application Form including payment Registration Fee of £15.00. You will also be required to register Your place on the Event directly with the Event Organiser.
2. You shall not be eligible or entitled to participate in the Event and no binding contract shall exist between You and Us unless or until We have provided You with written confirmation that the full application process was successful (Hospice and Event Organiser) and full payment of the Fee has been received.
3. In order to take part in the Event, you agree to raise money for Hospice of the Valleys. The minimum sponsorship for a Hospice charity place in the Event is £200

excluding Gift Aid. You agree to pay all sponsorship monies to Hospice of the Valleys within 28 days of the date of the Event in accordance with the payment methods notified to You by Us from time to time.

4. You also agree to;
  - i. Notify Us immediately and in any event if You become aware of any reason (whether medical or otherwise) why You are unable to compete in the Event.
  - ii. Comply with any rules or regulation relating to the Event as We or the Event Organiser may notify You of from time to time.
  - iii. Follow all instructions given to Us, the Event Organiser and any of Our or the Event Organiser's agents, employees or workers, or any referees, stewards or other event officials in respect of the Event.

### **3. Withdrawal, Cancellations or Alterations**

1. The Fee is non-refundable under any circumstances including but not limited to illness, injury, holidays, pregnancy change in shift pattern, military deployment.
2. If the Event is cancelled by the Event Organiser provided that We receive a refund on sums We paid to the Event Organiser for the relevant places in the Event, We will consider a refund.
3. If You are unable to participate in the Event for any reason, You must contact the Hospice of the Valleys at any point including race day.
4. You acknowledge that Hospice of the Valleys' places are limited, and payment of the Fee and reservation of the place has an effect on expenditure of Hospice of the Valleys and charity income for the Event. Notice of withdrawal from the Event must be communicated by emailing [fundraising@hospiceofthevalleys.com](mailto:fundraising@hospiceofthevalleys.com), or by writing to Income Generation Team, Hospice of the Valleys, Festival Drive, Ebbw Vale, Gwent. NP238XF.
5. Your place in the Event is personal to You and You may not transfer it or any of Your other rights or obligations to any other person. To discuss a potential transfer please email the Hospice.
6. Places on the Event are strictly limited and are subject to availability. We may refuse entry, to remove or exclude or cancel Your place in the Event if;
  - i. We consider that your participation in the Event will bring the Event, the Event Organiser or Hospice of the Valleys into disrepute or otherwise damage the reputation of Hospice of the Valleys, the Event or the Event Organiser.
  - ii. In our reasonable opinion you appear unlikely to raise the minimum sponsorship requirement referred to at clause 2.3.
  - iii. The Event Organiser refuses entry at any time.

### **4. Publicity and Images**

You understand that Hospice of the Valleys may take photograph and video images of you on the day of the Event. You hereby agree that Hospice of the Valleys may use any such images to promote the Hospice, its charitable aims, the Event and future events, whether on its website or in publicity material (both electronic and hardcopy) or on

websites and publicity material of third parties. Hospice of the Valleys owns all rights in any images and publicity material created by Hospice of the Valleys and you shall obtain no rights in relation to the same.

## **5. Data Protection**

1. By entering into this agreement, You agree that any personal information provided by You or collected about You in connection with the Event may be held and used by Us in relation to the Event and its promotion.
2. You also agree that the personal information provided by You may be shared with;
  - i. The Event Organiser who may use it in connection with the organisation and/or administration of the Event or for other reasons associated with the Event.
  - ii. And in the case of the Event Organiser, we may share the personal information before we have determined whether Your application has been successful.
3. We will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with Our privacy policy, which can be found [here](#).
4. You agree to inform Hospice of the Valleys of any changes to the information supplied in Your original application as soon as such changes occur.
5. We will be the data controller of the information which You provide Us or which we obtain in relation to the Event and the Event Organiser will be the data controller of any information which We pass on to them in accordance to clause 5.2.

Hospice of the Valleys November 2023