The Terms of Conditions are for entrants participating in Hospice of the Valleys Chase the Christmas Pudding on Sunday 26th November 2023. Completion of an entry form or purchase of an entry by every participant acknowledges acceptance of these Terms and Conditions by the participant.

Participant means to you, the person taking part

The Event means the Chase the Christmas Pudding

- 1. By entering the event the participant automatically accepts our terms & conditions.
- 2. Participating in the FESTIVE FUN RUN is a hazardous activity. Each participant acknowledges that there is an inherent risk of physical injury that cannot be eliminated completely, including but not limited to an above-average risk of death and/or serious injury. Knowing this, each participant voluntarily assumes all of the risks of participating in the event, including the use of fancy dress and takes full responsibility for any and all damages, liabilities, losses, or expenses incurred as a result of their participation.
- 3. You are advised to seek medical advice to participate in the event if you are pregnant.
- 4. The participant is fully responsible for their actions whilst participating in the event. Hospice of the Valleys does not accept responsibility for the actions of the participant nor the consequences of such actions.
- 5. The event involves a level of sustained physical activity. Each participant, upon signing the registration form or purchasing a ticket, agrees that they are physically and mentally capable of completing the event.
- 6. Participants making the decision to take part and must be satisfied that this activity is suitable for them as individuals. Hospice of the Valleys cannot be held accountable for aggravation to illness or injury sustained due to participation in this activity. Participants are recommended to seek advice from their medical practitioner prior to taking part in this event, and make provisions to ensure their safe participation.
- 7. The participant also specifically agrees to obey all civil and criminal laws, including traffic laws and regulations.
- 8. For health and safety reasons you must not participate and use any personal entertainment listening devices during the run. This is particularly important for you to be aware of your immediate surroundings at all times.
- 9. Hospice of the Valleys reserve the right, at its absolute discretion, to refuse to allow any participation that may cause offence or injury to the Participant, other Participants or community. This includes the wearing of any clothing or visual messages that may cause offence to others. Failure to comply with any instruction from event officials will result in ejection from the event and possible intervention of Gwent Police.
- 10. The Event Registration Form or purchase of a ticket must be completed by a person aged 18 years or over. Evidence of age may be requested. Unless otherwise stated, participants under the age of 18 years will be allowed to participate in the event with the consent of their parent or legal guardian who must sign the Event Registration Form or purchase a ticket on behalf of the underage participant. Signing or purchasing a ticket is also an acceptance for the actions and consequences of

- the underage runner. Under 13's need to be accompanied at all times by a participating paying adult who is responsible for them.
- 11. Each participant will be fully responsible for any fees or costs incurred or arising from an accident either involving or caused by them. This includes, but is not exclusive to, fees from Police, Air Ambulance, Fire and Rescue and the Ambulance service in and outside the United Kingdom. If the situation arises that you are not capable of making the decision to call the emergency services, the participant agrees that a member of Hospice of the Valleys or a member of the public may call for them. In this situation, the participant still accepts the costs and consequences of such actions.
- 12. Hospice of the Valleys does not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection to the event.

 Participants shall be responsible for arranging their own suitable and adequate insurance protection to cover their participation in the event, including without limitation cover:
 - a) for material loss/damage to any equipment they may use in the event or personal property (including clothing);
 - b) any loss or damage they may cause to a third party;
 - c) sickness; or
 - d) negligence of any party.
 - e) any accident or injury caused by an participant's actions shall be the responsibility of that participant.

13. Group Bookings

- a) The Lead Person agrees that by completing the Online Registration Form and submitting an Order that:
- b) They have read these Terms and Conditions and have the authority to be bound by them on his/her own behalf and on behalf of all the individuals named in the Group Booking;
- c) They consent to our use of the information they provide in accordance with our Terms & Conditions
- d) By completing the Registration Booking, the Lead Person warrants that they have the authority to accept and be bound by the Terms and Conditions on their own behalf and on behalf of the Group. The Lead Person shall indemnify and keep us indemnified against all and any liability, losses, claims which we may suffer or incur as a result of a breach of this warranty.
- 14. Registering for an event indicates your consent for Hospice of the Valleys to contact you with event information via but not limited to, Email and SMS.
- 15. The data Hospice of the Valleys gather and hold is managed in accordance with GDPR and DPA (2018) and as such the Hospice will only use the information provided for the specific purpose for which it was provided. Our Privacy Policy can be found on our website, www.hospiceofthevalleys.org.uk.
- 16. Hospice of the Valleys reserves the right to change any registration / finish line gift or fundraising prizes and prize draws.
- 17. Sponsorship must be raised and received at the Hospice by 12th December to be entered into the prize draw. Hospice of the Valleys reserves the right to change any draw prize.
- 18. Each participant agrees to assign and grant the right and permission for Hospice of the Valleys and organising partners to use and publish any photographs/film/video/electronic representations and/or sound recordings of the participant on any activity. The participant hereby releases Hospice of the Valleys from any and all liability from such use and promotion. The participant hereby authorises the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said photographs/film/video tapes/electronic representations and/or sound recordings without limitation at the discretion of Hospice of the Valleys. The participant specifically

- waives any right to any compensation they may have for appearing in any of the photographs/film/video/electronic representations and/or sound recordings of the participant during the event.
- 19. Event entry fees cannot be refunded under any circumstances.
- 20. Hospice of the Valleys reserves the right to cancel any event, due to extreme weather conditions or Force Majeure. In such an event, each participant's entry will be automatically moved to the rescheduled event. If a participant cannot make this event, you will be given the opportunity to transfer your place to another participant after consultation with the Hospice and through the appropriate method. No refunds will be issued.
- 21. Alcohol and recreational drugs are not permitted during the event. Hospice of the Valleys reserves the right to remove anyone who is under the influence of alcohol or recreational drugs, whether consumed prior to commencement or during the event.
- 22. Hospice of the Valleys reserves the right to update its terms and conditions at any time prior to the event. An up to date copy of the terms and conditions will be emailed to all participants.

 Participants should read this prior to the taking part in the event.
- 23. Hospice of the Valleys may immediately dismiss anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behaviour endangers safety or negatively affects a person, facility, or property of any type or kind.
- 24. **PLEASE RESPECT GOVERNMENT GUIDELINES ON COVID-19**, the latest information can be found here https://gov.wales/coronavirus
- 25. If taking part **VITUALLY**, please adhere to the Highway Code and take care when participating in your community.
- 26. By ticking the box, participants and Parent or Guardian of a participant, if under the age of 18, affirm they have read the above terms and conditions and understand its content and voluntarily sign this agreement.

Hospice of the Valleys

July 2023