

## Hospice of the Valleys Smiling Through Sadness Virtual Challenge Terms and Conditions

The Terms of Conditions are for Participants taking part in Hospice of the Valleys' Smiling Through Sadness Virtual Challenge during 1<sup>st</sup> – 30<sup>th</sup> November within the community. 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 or the responsible adult/Guardian of child/young person.

The Event means the Smiling Through Sadness Virtual Challenge.

1. By entering the Event the Participant automatically accepts our terms & conditions.
2. Participating in the Event 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 event attire and takes full responsibility for any and all damages, liabilities, losses, or expenses incurred as a result of their participation.
3. Participants 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 could involve 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 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. Each Participant agrees to abide by the Event rules.
8. The Participant also specifically agrees to obey all civil and criminal laws, including traffic laws and regulations.
9. For health and safety reasons you must not participate and use any personal entertainment listening devices whilst out on the roads. This is particularly important for you to be aware of your immediate surroundings at all times.
10. Each Participant agrees to exhibit appropriate behaviour at all times; demonstrate respect for all people, equipment and facilities; and participate with a cooperative and positive attitude.
11. 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.
12. 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.
13. 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.
14. 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 participant. Children must be supervised by a responsible adult.
15. Group Bookings
- a) The Lead Participant 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 Participants 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 Online Registration or a telephone Group Booking, the Lead Participant 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 Participant 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.
16. 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](http://www.hospiceofthevalleys.org.uk).
17. By entering the event, you agree for the Hospice to communicate with you pre and post event to share with you all event relevant information. This will be via but not limited to email and SMS. You can Opt Out at any time by contacting the Hospice on [fundraising@hospiceofthevalleys.com](mailto:fundraising@hospiceofthevalleys.com).
18. Hospice of the Valleys reserves the right to change any finish line gift or fundraising prizes and prize draws.
- a) Each registered Participant will receive a Hospice medal and certificate.
  - b) Each Participant must raise £38.40 or more to be entered into the prize draw for a Vue Cinema Experience for 4.

- c) All sponsorship must be received by Hospice of the Valleys by **11<sup>th</sup> December 2023** to receive the fundraising prize and entry into FREE prize draw.
19. 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 at the Event.
20. Event entry fees cannot be refunded under any circumstances.
21. 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 date. If a Participant cannot make this date, they will be given the opportunity to transfer their place to another Participant after consultation with the Hospice and through the appropriate method. No refunds will be issued.
22. Alcohol and recreational drugs are not permitted at 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.
23. 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 taking part in the Event.
24. 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.
25. **PLEASE RESPECT AND ADHERE TO GOVERNMENT GUIDELINES ON COVID-19.**
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.