

# <u>Terms & Conditions for participating in the TCS London Marathon to support Humanity & Inclusion UK</u>

## **Parties to these Terms & Conditions**

'Humanity & Inclusion UK' (HI UK) is a charity registered in the UK (No 1082565) and a UK company (No 4010383) registered at Romero House, 55 Westminster Bridge Road, London, SE1 7JB.

The 'Event Organiser' is the London Marathon Events

The 'Event' is the TCS London Marathon 2025

The 'Participant' is the individual taking part in the TCS London Marathon 2025

## **Scope of these Terms & Conditions**

These Terms & Conditions relate to individual Participants who sign up to take part in the TCS London Marathon 2025 in support of Humanity & Inclusion UK.

The purpose of these Terms & Conditions is to clearly identify the roles and responsibilities of each party as they relate to the preparation, delivery and outcomes of the TCS London Marathon 2025.

By registering for the Event as a Participant, I agree to comply with the Terms and Conditions outlined below:

## 1. Registration and Participation

- 1.1 I will provide accurate personal information during registration, including my full name, email address, and any other details requested by Humanity & Inclusion UK or the London Marathon Events.
- 1.2 I consent to be contacted by Humanity & Inclusion UK regarding the Event using the contact information provided during registration.
- 1.3 I understand that Humanity & Inclusion UK will share my name and email address with the Event Organiser and, where necessary, with other third parties involved in the administration of the Event.
- 1.4 I will complete the Event Organiser's registration process as required to confirm my entry. I understand that if I fail to do this before the specified deadline, my place will be cancelled, and I will not be allowed to participate in the Event.

- 1.5 My entry to the Event is subject to the payment of the notified Registration Fee (and any applicable VAT) payable to Humanity & Inclusion UK.
- 1.6 I confirm that I will be at least 18 years old on the day of the Event.
- 1.7 Humanity & Inclusion UK reserves the right to terminate my participation in the Event at any time.

# 2. Fundraising and Donations

- 2.1 I commit to raise the minimum fundraising target specified upon registration. If I do not reach this target, I will be responsible for making up the difference myself.
- 2.2 I agree to pay the fundraising amount to Humanity & Inclusion UK within 30 days after the Event date.
- 2.3 All donations must be paid directly to Humanity & Inclusion UK, through the Event Organiser's official fundraising platform partner, or through other online fundraising partners like JustGiving or Enthuse.
- 2.4 I understand that all donations are non-refundable.
- 2.5 I understand that Gift Aid will not count towards my fundraising target because it can take 8-10 weeks for a Gift Aid claim to be processed and for Humanity & Inclusion UK to receive the money from HMRC.
- 2.6 I agree to act lawfully and follow the fundraising guidelines provided by Humanity & Inclusion UK as well as the Code of Fundraising Practice at all times: (https://www.fundraisingregulator.org.uk/code.
- 2.7 I will make it clear that I am fundraising "in support of Humanity & Inclusion UK" and not representing the organisation directly. I will not do anything that may harm the reputation of Humanity & Inclusion UK or act in a manner contrary to its values.

#### 3. Personal Data

- 3.1 I understand that my personal data will be processed securely in line with UK data protection regulations. I can find more information on how my data is stored and used in Humanity & Inclusion UK's Privacy Policy: <a href="https://www.humanity-inclusion.org.uk/en/privacy-policy">https://www.humanity-inclusion.org.uk/en/privacy-policy</a>
- 3.2 I acknowledge that I should refer to the Event Organiser or any required third party's privacy policies to know how my shared data will be used. The Event Organiser's privacy policy can be found at: <a href="https://www.tcslondonmarathon.com/more/privacy-policy">https://www.tcslondonmarathon.com/more/privacy-policy</a>

# 4. Withdrawal and Refunds

- 4.1 I understand that my entry fees are non-refundable under any circumstances and will not be counted towards my fundraising target.
- 4.2 If I can no longer participate in the Event, I will notify Humanity & Inclusion UK immediately by emailing supportercare.uk@hi.org, preferably before the registration deadline so my place can be reallocated.
- 4.3 I am responsible for contacting my sponsors to inform them of what will happen with their money if I withdraw from the event.
- 4.4 If I fail to complete the Event Organiser's registration process by the deadline, my place will be cancelled, and my entry fees will not be refunded.

## 5. Limitation of Liability

- 5.1 I understand that I will take part in the Event at my own risk.
- 5.2 I confirm that I am sufficiently fit and physically able to participate in the Event, and that I

will seek medical advice if necessary.

- 5.3 I acknowledge that Humanity & Inclusion UK is unable to provide insurance for my fundraising activity and the Event, and I am responsible for securing appropriate insurance cover if required.
- 5.4 I acknowledge that I am fully responsible for my participation, and that Humanity & Inclusion UK does not accept responsibility or liability for any loss or damage arising from the Event.

## 6. Marketing

- 6.1 I acknowledge that any photography or film footage taken or that I share as part of my participation in the Event may be used by Humanity & Inclusion UK for promotional and marketing purposes for this Event and any future events.
- 6.2 Humanity & Inclusion UK may edit my content or combine it with other materials, provided the core message or meaning is not changed, without seeking additional permission.
- 6.3 If my identity needs to be protected, I will inform Humanity & Inclusion UK in advance. My information will be stored in a secure and private place.
- 6.4 Humanity & Inclusion UK will retain my content and may use it for up to 10 years from the date I agree to these Terms and Conditions.

### 7. Event Terms and Conditions

- 7.1 I will read and accept the Event Organiser's <u>terms and conditions</u> and meet any qualifying criteria set by the Event Organiser.
- 7.2 I will follow the Event Organiser's guidelines and instructions for participation.

# 8. Jurisdiction and Applicable Law

8.1 These terms and conditions shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 9. Force Majeure

9.1 Humanity & Inclusion UK will not be liable for any delay or cancellation of the Event caused by circumstances beyond its reasonable control, including but not limited to natural disasters, extreme weather conditions, strikes, pandemics, or other unforeseeable events.

Last updated: October 2024