**General Conditions of Entry to Children's Cancer Run Events**

In these Conditions the following definitions shall apply:

"Agreement" – the agreement between you and Children's Cancer North comprised of the Event Conditions and these Conditions of Entry;

"Event" – the event organised by Children's Cancer North;

"Event Conditions" – the terms and conditions, in addition to these Conditions of Entry, provided to you by Children's Cancer North in respect of the Event;

"Event Date" – the date of the Event, as specified in the Event Conditions;

"Fee" – the donation fee payable by you to Children's Cancer North in consideration of your participation in the Event, as specified in the Event Conditions;

"we", "us", "Children's Cancer Run" – means Children's Cancer North in respect of the Children's Cancer Run events;

"you" – means you the Event participant.

Children's Cancer North Registered charity no. 1189748.

**1. ENTRY**

1.1 By submitting your application and paying your Fee you are agreeing to enter the Event and also agree to abide by these Conditions of Entry, the Event Conditions and any instructions given to you by the organisers and officials of the Event.

1.2 Included in your run pack will be a run number, this should be used in accordance with the instructions in the information pack.

**2. CHANGE OF ADDRESS**

2.1 If your address details change after you have submitted your application, please inform us by emailing ccrun@childrenscancernorth.org.uk

2.2 Approximately at least 1 week before the event your run pack will be sent to the address held at that point. We take no responsibility for items lost or misplaced in the post or, if you fail to comply with condition 2.1, for items dispatched to the wrong address.

**3. EVENT SAFETY**

3.1 At all times during the Event you must adhere to all instructions given by the Event officials.

3.2 It is your responsibility to ensure that you have the correct equipment, footwear and clothing for the Event, taking the weather conditions into account.

3.3 You are not permitted to be accompanied by your pets or other animals when participating in the Event.

3.4 All Children's Cancer Run participants must display a valid running number at all times. Your personal details must be completed on the reverse of your run number, including emergency contact details.

3.5 You are not permitted to use any item that could potentially inhibit the flow or safety of other participants or which we, in our reasonable opinion, deem may cause danger or risk of danger to you or other participants.

3.6 The Children's Cancer Run is a cross country run over uneven ground and through woodland. By submitting this registration form you understand the potential risks of trips or falls in running over this type of surface.

3.7 You warrant to Children's Cancer North that you are, and will be on the Event Date, sufficiently fit and healthy to participate in the Event unaided and in accordance with the Agreement. If you are in any doubt we recommend that you seek medical advice.

**4. EVENT EJECTION**

4.1 We reserve the right to refuse entry to the Event or ask you to cease participation if:-

4.1.1 you fail to follow instructions given by Event officials;

4.1.2 you attempt to participate in the Event in a manner that we, acting reasonably, believe:-

(a) may cause injury to you;

(b) may cause injury to another participant;

(c) may damage or harm the environment;

(d) is likely to cause offence; or

(e) otherwise causes a risk or potential risk to health and safety including any failure, in whole or in part, to comply with the restrictions in Condition 3 above (Event Safety);

4.1.3 in our opinion you are unfit to participate in the Event due to:-

(a) the consumption of alcohol;

(b) the use of drugs;

(c) an injury or illness; or

4.1.4 you take part in any ambush marketing activity

**5. CANCELLATION BY YOU**

5.1 You should inform Children's Cancer North immediately by emailing ccrun@childrenscancernorth.org.uk if you incur an injury or develop a medical condition which prevents you from participating in the Event and need to withdraw. Refunds will be accepted (as a result of injury or medical condition) at least six weeks prior to the event otherwise we will be unable to stop your run pack being sent. After this time no refund will be offered. Refunds will not be possible for any other eventuality.

Entries are non-transferable either to a different participant or to subsequent Children's Cancer Run events in future years.

5.2 We reserve the right to retain £5.00 from any refund given in accordance with condition

5.1 as a contribution to administration costs.

**6. CANCELLATION BY CHILDREN'S CANCER NORTH**

6.1 We may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, war, civil or political unrest, terrorism or inclement weather conditions.

6.2 In such circumstances:

6.2.1 We will endeavour to stage the Event at a later date either at the same venue or at an

alternative venue. Any changes to the Event will be communicated to you at the earliest possible time.
6.2.2 You will have the right to take part in the re-staged Event;
6.2.3 If you are unable to take part in the re-staged Event you will receive a voucher for the next planned staging of the Children's Cancer Run event.

6.3 If we are unable to reorganise the event in accordance with Condition 6.2.1 you will be eligible to apply for a refund.

6.4 If you are refunded under Condition 6.2.3 or Condition 6.3 then Children's Cancer North reserve the right to retain £5.00 from the refund of the Fee as a contribution to administration costs.

6.5 In the event of ongoing national restrictions preventing the Event taking place as planned, we will endeavour to stage the Event at a later date either at the same venue or at an alternative venue. All entrants will be automatically transferred to the subsequent staging of the event. Any changes to the Event will be communicated to you at the earliest possible time.

6.6 In the event of cancellation or postponement of the Event under any circumstances we will have no responsibility for any costs incurred as a result of cancellation or postponement.

**7. DATA PROTECTION**
7.1 You agree that your Personal Information can be stored, used by Children's Cancer North and our Event partners in connection with the organisation, staging and administration of the Event.

7.2 You agree that your Personal Information may be anonymised and the anonymised data may be used by Children's Cancer North and our Event partners in connection with the compilation of statistical information and to improve health and safety procedures at future events.

7.3 By agreeing to the terms and conditions you will receive a number of information emails which will include latest updates on the Children's Cancer Run.

7.4 We shall take all necessary steps to ensure that Personal Information or Marketing Information pertaining or relating to you which comes into the possession or control of Children's Cancer North or our Event partners shall not be:-

7.4.1 used or reproduced in whole or in part in any form except for the purposes outlined in these Conditions;

7.4.2 disclosed to any person not authorised by you to receive it; or

7.4.3 altered, deleted, added to or otherwise interfered with (except where expressly permitted by these Conditions).

7.5 By agreeing to the terms and conditions you warrant that you will not take part in any ambush marketing activity in respect of the Event.

**8. CHANGES TO THE EVENT**
8.1 We reserve the right to reduce the course distance, change the course, or make any other amendment to the Event that we deem necessary to stage the Event. Any change to the Event will be communicated to you at the Event or sooner if practicable.

8.2 Should the course distance be reduced as per clause 8.1 above for the avoidance of doubt you agree that the Event is still deemed to be staged and that we will not be liable to you for any refund.

**9. USE OF IMAGE**

9.1 The Event may be televised and photographs/videos may be taken which capture your participation in the Event. You agree to the publication of photographs/videos and broadcasts of your image/video which accurately depict your participation in the Event.

**10. FINISHERS PACK**

You will only receive a finishers pack if you have a paid for entry as opposed to a free Accompanying Adult place. No finishers packs will be provided to spectators or participants who do not take part in the Event on the day. Children's Cancer Run reserves the right to change the style, size and type of mementos offered in the finishers pack.

**11. TAKING PART FOR CHARITY**

11.1 The Children's Cancer Run is a single-charity event and by entering the Event you pledge to donate all sponsorship raised through participation in the Event to Children's Cancer North.

**12 MEDICAL CONDITIONS**

12.1 It is strongly recommended that you train for the Event and prepare for the challenge. If you have not exercised before or for some time, you should consult your doctor before commencing your training for the Event.

12.2 You must complete all the required medical information fields on the back of your run number prior to participating in the Event. Medical information will only be used to allow medical assistance to be given on the Event date.

**13. LIABILITY**

13.1 In no event shall we be liable to you, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Agreement for any:

13.1.1 loss or damage;

13.1.2 loss of profit;

13.1.3 loss of reputation;

13.1.4 loss of business, revenue or goodwill;

13.1.5 loss of anticipated savings;

13.1.6 pledges made on your behalf or by you to charity; or

13.1.7 consequential or indirect loss, 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.

13.2 Nothing in this Agreement shall affect our liability for death or personal injury, fraud, or any other liability to the extent it cannot be excluded or limited by law.

13.3 We shall procure and maintain appropriate third party liability insurance for the Event for our own benefit. You:

(a) acknowledge that you are not entitled to benefit under such insurance where any claim is made against you 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; and

(b) 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.

**14. REFUND POLICY**

14.1 Once we have confirmed your participation in the Event we will not provide any refund if you choose to cancel the Agreement other than in accordance with Condition 5.

**15. SUPERVISION OF CHILDREN**

15.1 All children aged 16 years and under must be accompanied and supervised by an adult during the event.

15.2 All children aged 11 years and under should be accompanied and supervised around their chosen course whilst running.

**16 GENERAL**

16.1 If there is a conflict or inconsistency between any provision contained in the body of these Conditions of Entry and any provision contained in the Event Specific Conditions, except where provided to the contrary in the latter, the Event Specific Conditions prevail to the extent of the conflict or inconsistency.

16.2 The Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

16.3 If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

16.4 The Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not party to it.

16.5 Nothing in the Agreement shall have the effect of holding the Partners out as being a partnership, joint venture, principal or agent of each other or of Children's Cancer North.