Terms and conditions: The Great West Run

To participate in a run or challenge for FORCE Cancer Charity you must agree to the terms and conditions below. These terms constitute a fundraising agreement between FORCE and you as a participant.

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1. Definitions glossary

The following terms shall have the meanings explained below, unless the context otherwise requires:

Entry Fee	the fee that must be paid to the Event Organiser per participant to gain secure entry on the Event
Administration Fee	a fee payable by the participant to FORCE Cancer Charity to secure entry to the event and cover administrative costs incurred by the Charity in the processing of the Entry Fee
Charity Place	a funded place whereby the Partner Charity pays the Entry Fee for the participant in return for a minimum fundraising pledge
Partner Charity	a charity has agreed to fund participant places on the Event
Event	The event you are signing up to participate in, in this instance The Great West Run
Event Organiser	WMP Sports Ltd. Organiser of the Great West Run
Event Conditions	the terms and conditions, in addition to these Conditions of Entry, provided to you by WMP Sport Limited in respect of the Event
Event Date	the date of the Event, as specified in the Event Conditions
Fundraising or Sponsorship Pledge	the target for sponsorship that should be raised by the event participant
We	FORCE Cancer Charity
You	the Event participant
Event contact details	Challenges@forcecancercharity.co.uk 01392 402875

FORCE Cancer Charity, Corner House, Barrack Road, Exeter, Devon, EX2 5DW
Registered Charity number: 1140676

2. Registration and participation

2.1. You understand that the event is not organised by FORCE Cancer Charity, but by a third-party Event Organiser. It is your responsibility to read any terms and conditions issued by the Event Organiser and comply with these.

3. Charity place participant – For those taking a place provided by FORCE Cancer Charity

3.1. You understand that, in applying for a Charity Place, FORCE Cancer Charity may need to share personal information such as your name and email address with the Event Organiser, and vice versa, and where necessary, with other third parties involved in the administration of the event, so that the Event Organiser can contact you to confirm your registration for the event.

3.2. You agree to pay an administration fee, usually £20 but sometimes subject to early bird offers, to FORCE Cancer Charity which will reserve your charity place entry in the event and will not be counted towards your fundraising target and is non-refundable after the statutory 7-day cooling-off period.

3.3. You agree to a minimum fundraising target of £90, with £42+vat covering the cost of your entry in the event and the remaining £45 or more helping to support the work of FORCE Cancer Charity.

3.4. You will collect and pay all money you have raised to FORCE Cancer Charity within two weeks of the event.

3.5. You acknowledge that Gift Aid payments are deemed to be over and above the sponsorship target and do not count towards the sponsorship total.

3.6. You understand that by applying for a charity place with FORCE Cancer Charity you can only raise funds for us and if, accidentally or otherwise, you use our place to raise funds for another charity we will cancel the place you have booked with us or invoice you for the place.

3.7. If for any reason you are unable to take part in the event, you will inform the FORCE Cancer Charity Events Team as soon as you can and, subject to any matters in relation to sections 4 and 5, you will forward any outstanding sponsorship monies to FORCE Cancer Charity in accordance with the Terms and Conditions.

3.8. You are aware and acknowledge that FORCE Cancer Charity reserves the right to cancel your charity place in the event should you fail to comply with your agreed obligations or should you fail to meet your fundraising obligations to FORCE's satisfaction.

4. Event postponement or cancellation

4.1. Neither the Event Organiser nor FORCE Cancer Charity can guarantee that the scheduled event will take place.

4.2. If the Event Organiser postpones or cancels the event please refer directly to the Terms and Conditions provided by the Event Organiser.

4.3. If the Event is cancelled, and subject to the refund policy of the Event Organiser, FORCE Cancer Charity will where possible defer or transfer administration fees paid to a future Event. This is subject to availability and the terms of the Event Organiser and FORCE Cancer Charity reserves the right to treat the administration fee as a non-refundable donation.

4.4. If the Event Organiser cancels the event or you do not participate in the event for any reason, including rescheduling of the event or substituting an alternative event:

a) subject to clause 5.5 and the terms of fundraising and sponsorship, all monies paid or due to FORCE Cancer Charity in respect of this event will be treated as a non-refundable donation to support the charity's work.

b) FORCE Cancer Charity will not:

i) be liable for any costs that you or any third party acting in respect of your participation has incurred in relation to the event;

ii) reimburse you or any third party acting in respect of your participation any cost, expenses or loss (including in particular economic or consequential loss) they have incurred in relation to the event;

5. Requests to defer, transfer or cancel your entry places – fees and refunds

5.1. These terms are applicable only to charity places and not to places bought directly with an Event Organiser, where any deferral, transfer or withdrawal must be negotiated with them.

5.2. If you need to cancel, defer or transfer a FORCE funded charity place you must contact the FORCE Cancer Charity Events Team directly by email or telephone prior to the deadline of two calendar months prior to the event date.

5.3. Planning of any event begins a minimum of 12-18 months prior to event day. During this time, costs are incurred from the beginning of this process and as such, you agree to the terms listed below in relation to cancellation, deferral or transfer of your place.

Administration fees and entry fees

5.4. FORCE Cancer Charity charge a fee of £20 to cover the administrative costs of your entry ticket and this amount may be subject to promotional or early bird offers. All FORCE Cancer Charity administration fees are non-refundable after the initial 7-day cooling-off period.

5.5. All entries are subject to an entry fee by the Event Organiser. When you choose to run for FORCE Cancer Charity, we will pay for your place at £42+vat, in return for you donating or raising the minimum fundraising target of £90. If no funds are raised the Charity is still charged for your entry.

Cancellation of your place in the Great West Run

5.6. Up until the cancellation deadline of two calendar months prior to the event date, you may cancel your place in the event with no additional fees. You will not be refunded your £20 administration fee. This is because the charity will not be charged for your place by the event organiser.

5.7. If you have not raised any funds towards your fundraising total by the cancellation deadline of two calendar months prior to the event, we will cancel your place in the event which would result in you being unable to participate unless you sign up for a general entry ticket. Prior to cancellation the FORCE Fundraising team will make contact with you.

5.8. After the cancellation deadline of two calendar months prior to the event, or at such time as the event places sell-out, whichever date is earlier, FORCE Cancer Charity will be charged by the Event Organiser for all places booked in our name. Therefore, if you find you are unable to participate after the cancellation deadline, you will be invoiced for the cost of your entry fee (£42+vat), or the proportion of this that has not been covered by your £90 fundraising ask.

5.9. If, accidentally or otherwise, you enter the event under a FORCE Cancer Charity entry ticket but go on to raise funds for a different charity, FORCE Cancer Charity reserves the right to cancel your place which would result in you being unable to participate unless you sign up for a general entry ticket.

Deferring your place to the following year

5.10. You understand that, should you want to defer your place, FORCE Cancer Charity will allow you to do this providing you meet the following criteria:

a) your deferral request is made as soon as possible and no later than two calendar months prior to the event. Once this deadline has passed you will be subject to the cancellation terms in point 5.6 - 5.9;

b) you may only defer your place once, and if for any reason you are unable to use your deferred place in the next year's event, all monies paid or due to FORCE Cancer Charity in respect of this event will be treated as a non-refundable donation to support the charity's work;
c) you may claim your deferred place up until the deferral claim deadline which will be communicated to you when the event registrations re-open in the autumn preceding the event;
d) deferred places can only be claimed by the original participant and may not be transferred to another person;
e) once the deferral is confirmed, all money you have raised will be transferred to next year's event and you can continue fundraising.

Transferring your place into another person's name

5.11. You may request your place in the event be transferred to another person willing to participate on behalf of FORCE Cancer Charity instead of you, providing you meet the following criteria, and the new participant has read and agreed to the Event and Charity Terms and Conditions:

a) your transfer request is made as soon as possible and no later than two calendar months prior to the event;
b) you may only transfer your place once, and if for any reason the new participant is unable to participate in the event, all monies paid or due to FORCE Cancer Charity in respect of this event will be treated as a non-refundable donation to support the charity's work;
c) transfers can only be processed within the year of the event you were signed up to and cannot be combined with a deferral;
d) the person to whom the place is being transferred understands that the terms surrounding participation now apply to them;

6. General fundraising and sponsorship terms

When you are fundraising for FORCE Cancer Charity:

6.1. You agree to only use lawful means to fundraising and will not do anything that may bring FORCE's name into disrepute.
6.2. You will follow the guidelines laid out in the FORCE Cancer Charity Fundraising guidelines included in your event pack which will be sent to you after registration.
6.3. You will:
a) make it clear to those who support your fundraising that the money you raise for FORCE will be treated as a donation and used for FORCE's work;
b) You will make sure that when you are fundraising for FORCE, our name and registered charity number (1140676) are displayed wherever possible;
c) You will collect and pay to FORCE Cancer Charity (charity number 1140676) all money raised through your fundraising within two weeks of completion of the event;
d) You will get approval from FORCE before using their "in aid of" logo for marketing, external promotion and communications. You will not use FORCE's official logo, which you understand can only be used by the charity and logo license-holders;
e) You will get approval from FORCE before approaching any companies, press or celebrities to support your activity.
6.4. You will not undertake any of the following:
a) house to house collections, street collections; or collect in any public place without first obtaining authorisation from the local authority;

b) collecting in any private property (including shops, pubs etc.) without first obtaining permission from the property owner;
c) conduct any raffle or lottery or put on any public event without first contacting Force Cancer Charity and taking any steps, which FORCE may require;
d) fundraise in a way that could be considered persistent or aggressive towards the public.;
e) sell goods or services using FORCE's name or logo without first contacting FORCE and signing an agreement to do so;
f) Incur FORCE any cost, claim, loss or liability.

7. Donations and payment terms

7.1. While raising your sponsorship, you will be responsible for the safe keeping of the sponsorship monies you raise in the name of FORCE Cancer Charity until you have transferred the money to FORCE Cancer Charity.
7.2. You acknowledge that all funds you raised for your event participation are held on trust and you are legally obliged to ensure that FORCE Cancer Charity receives all of the donated funds.
7.3. If, for any reason, the event is cancelled or you fail to complete or do not take part in the event, the sponsorship monies belong to FORCE Cancer Charity to support its work.
7.4. If you complete the run but fail to transfer to FORCE Cancer Charity the minimum fundraising target, you will be invoiced for the full cost of your place that FORCE incurred on your behalf.
7.5. To support the delivery of your sponsorship target to FORCE Cancer Charity you agree to the following guidelines for donations and payment terms:
a) you will only use sponsorship forms issued by FORCE Cancer Charity and not use any other types of sponsorship forms;
b) you will ensure that when collecting cash, it is counted in the presence of at least one witness and that this is paid into FORCE Cancer Charity at the earliest opportunity and it is your responsibility to store cash funds securely until it is paid to FORCE;
c) ensure that you send FORCE Cancer Charity your duly completed sponsor forms and all monies raised, including the names and address of all sponsors and the amounts they have donated no later than two weeks after the event. This is to allow FORCE Cancer Charity to process Gift Aid on donations;
d) ensure that all donations made by cheque are sent to FORCE Cancer Charity no later than two weeks after issue;
7.6. You can use any of the following methods of collecting and transferring sponsorship money you collect, including:
a) using our preferred online fundraising partner JustGiving, a safe, secure and quick way of raising sponsorship;
b) collecting cash using approved methods described above;
c) pay via BACS directly to FORCE Cancer Charity
d) sending cheques to us as FORCE Cancer Charity, Events Team, RE: Great West Run, Corner House, Barrack Road, Exeter, Devon, EX2 5DW
7.7. It can take 8-10 weeks or more for a Gift Aid claim to be processed and for FORCE to receive the money from HMRC. For this reason, you understand that Gift Aid won't count towards your fundraising target.

8. Photography disclaimer and personal data

8.1. you understand that photographs and filming will take place as part of your participation in the event.

8.2. you understand that FORCE Cancer Charity may use photographs and video content, taken by FORCE or the Event Organiser, and that these may be used in the promotion of future events, marketing and for publicity purposes, both online and in print.

8.3. Sometimes we may also share these photographs and videos with fundraising partners and corporate partners to use in their own marketing to publicise our work and fundraising in aid of FORCE Cancer Charity.

8.4. FORCE Cancer Charity is fully committed to protecting your privacy in accordance with the UK General Data Protection Regulations (GDPR) and Data Protection Act 2018. Full details of how and why we process your data can be found in our Privacy Notice which is available on our website and paper copies upon request: www.forcecancercharity.co.uk/privacy-notice.

8.5. FORCE Cancer Charity will not pass or sell your details to any third parties.

9. Dates, variation and termination

9.1. FORCE Cancer Charity may vary or terminate this agreement by giving you written notice (including by email), at any time.

9.2. These terms and conditions are subject to change at the discretion of the Charity and you will be informed of any changes that are publicly released.

9.3. These Terms and Conditions, and any dispute or claim that arises out of or in connection with them, are governed by and construed in accordance with the law of England and Wales.