

Challenge Events – Terms & Conditions

1 CHARITY PLACE

About us:

The Save the Children Fund ("us", "we", "our")

A registered company limited by guarantee (Company No. 178159)

Registered Charity No. 213890 (England & Wales), SC039570 (Scotland) and 199 (Isle of Man)

Registered office: 1 St John's Lane, London EC1M 4AR

VAT no.: 239 5393 33

and:

Save the Children (Sales) Limited (Company No. 875945)

Registered office: 1 St John's Lane, London EC1M 4AR

VAT no.: 239 4391 42

Save the Children (Sales) Limited is a wholly owned subsidiary of the Save the Children Fund and covenants all of its taxable profits to the charity.

Any Contract (as defined below) you make with Save the Children via the Website will be between you and Save the Children (Sales) Limited with exception of any donations which shall be for the benefit of the Save the Children Fund.

Online registration terms and conditions:

These terms and conditions set out on what basis we provide you with registration to **London Marathon 2024** the 'Activity).

These terms and conditions will apply to any contract between us for your taking part in the Activity (a 'Contract'). Please ensure you read these terms and conditions carefully and make sure that you understand them before proceeding with your commitment. Please note that before proceeding you will be asked to agree to these terms and conditions.

Please tick the box marked 'I agree' on the registration page if you accept them. If you refuse to accept these terms and conditions, you will not be able to proceed to register your support for the Activity.

You should print a copy of these terms and conditions or save them to your computer for future reference.

We amend these terms and conditions from time to time as set out in paragraph 3 below. Every time you wish to register with us, please check these terms and conditions as the terms and conditions displayed as at the time of your order will apply to that order. **These terms and conditions were most recently updated in October 2023.**

These terms and conditions and any Contract between us will only be in the English language.

To contact us, please see our Contact Us page at <http://www.savethechildren.org.uk/contact-us>.

1. Availability of the Activity

The Activity displayed on the Website is subject to availability and is conditional on your acceptance of the Activity organiser's terms and conditions. This may involve you completing a secondary registration form for the organiser. Failure to register with the event organiser will result in your place in the event being lost.

2. Personal Information

We will need to share your first name, surname and email address with the event organisers. They will then email you so that you can complete the rest of your details and agree to their terms and conditions which will confirm your place in the event.

We'll be in touch with you about your participation in the **London Marathon 2024** using the contact details you've provided. We will send fundraising materials by post, keep you updated with information about the event by e-mail and, if you've provided a phone number, we will contact you by phone or SMS about the event as part of our support.

From the point of registration of the Activity through to the close of the event at 6 weeks post event day, we will communicate with you about both fundraising and event logistics. You won't be able to withdraw from these stewardship emails as you've committed to fundraising in aid of Save the Children through your registration in this event. We'll send you updates on your fundraising pledge, tools, and resources to support you to reach it, event specific information such as how to register with the event organisers and where you'll find us on the day. We promise not to send you any information which isn't related to your entry in this Activity unless you have agreed to this.

Privacy Policy

We're committed to protecting your personal information. For more about how we collect, use and look after your details, please read our full privacy policy as www.savethechildren.org.uk/privacy

Want to change how you hear from us?

If you'd like to talk to us about our work reaching every child, or simply need to start, stop or change how you hear from us, please call our Challenge Events Team on 020 7012 6997 or email events@savethechildren.org.uk <mailto:supportercare@savethechildren.org.uk>. Our team will be happy to answer any questions you may have.

3. Variation

We may revise these terms and conditions if there are any changes to how we may accept payment from you or any changes to relevant laws and regulatory requirements. The terms and conditions displayed on the Website at the time of your order will be those which apply to the Contract between you and us.

4. Payment

You can pay for the Activity using the following cards: Visa, Visa Electron, MasterCard, Maestro, American Express. Payment of the fee is subject to clause 10 and our Cancellation policy below.

5. Donations

Donations you or your friends and family make must be paid directly to the Save the Children Fund, or through an approved online fundraising partner (e.g. Just Giving).

You must make it clear through your fundraising that you are raising money for Save the Children. The money you raise will support children all over the world, wherever the need is greatest.

Where you have got in touch with the Events team to request your fundraising is restricted to a specific live appeal, and this has been confirmed, then you must ensure you communicate which appeal the money is going towards with your supporters when you are fundraising.

We recommend that you aim to fundraise **£2,200** for Save the Children by one month after your event. You should aim to raise at least 50% of your fundraising pledge 10 weeks before the event.

Under charity law, charities are not permitted to refund donations, other than in specific circumstances, therefore refunds of donations will be at our sole discretion.

Save the Children incurs costs in relation to events such as the Activity. If you participate in the Activity (or do not tell us, in accordance with clause 7 below, that you are unable to do so) and do not pay any donations to Save the Children by **21/5/24** we reserve the right to decline any application you make to participate in future events.

6. Photo & Recording consent

If you have selected on the registration form that you agree for Save the Children to use photos and/or videos featuring you at the event then this could be shared in many countries, including your own. We may use your picture, film, or story on the internet, television, in newspapers, our fundraising materials and publications all over the world.

We will keep your information in a safe and private place. If your identity needs to be protected you must let us know.

If you have been photographed, the photographer may use the photograph for an unlimited period of time for other charitable purposes all over the world, including, on the internet, television or in newspapers.

If the photographer wants to use your photograph for any non-charitable purpose they must ask Save the Children for permission.

We (Save the Children) will rarely use your story after five years but we would like to keep your information on file with restricted access for limited situations in which we may revisit your story.

IF YOU CHANGE YOUR MIND

We understand that you might change your mind in the future. You can contact us at any time if you do not want us to tell your story or have any questions or complaints about how your story is being used.

- Contact info@contenthubsavethechildren.org
- Contact your local Save the Children office

If you let us know you have changed your mind, we will not use your story in future communications. We may not be able to withdraw images already published.

For more about how we collect, use and look after your details, please read our full privacy policy at www.savethechildren.org.uk/privacy

Our full Photo and Video consent form at

<https://www.savethechildren.org.uk/content/dam/misc/photo-consent-form-ch1566005.pdf>

7. Your Charity Entry Communications and Termination

If you wish to end your support or withdraw from the event then please contact us on events@savethechildren.org.uk.

If you terminate your support to us in respect of this Activity then immediately you must pay us all donations. If a donor requests for their donation to be refunded, they will need to get in touch by emailing events@savethechildren.org.uk

8. The Contract between you and Save the Children

You will have the opportunity to check and amend any errors before submitting your order to us. Please take time to read and check your order at each stage of the order process.

After you place your order you will receive an email from us acknowledging that we have received your order.

9. Limitation on Liability

You confirm that you will be 18 years of age or over when the Activity takes place and you are in a fit condition to participate with no medical conditions that may affect you.

You confirm you will not to participate in the Activity if you are injured, not in good health, or not fit enough to undertake the Activity. Save the Children is not hosting this Activity and is in no way responsible for the Activity.

Our liability under or in connection with this Activity shall be limited to £1.00 for each and every claim in the aggregate. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. Provided that this clause 8 shall not exclude or limit our liability for: a) death or personal injury caused by our negligence; or b) fraud or fraudulent misrepresentation.

10. Event Terms and Conditions

You warrant that you will: a) read and accept the event organisers terms and conditions; and b) meet the Activity's qualifying criteria as set by the event organiser.

We are unable to offer refunds of the entry fee, should you no longer be able to attend after you have agreed to the event organisers terms and conditions and after the period set out in our Cancellation Policy below.

You must follow any guidelines and instructions of the event organisers in participating in the Activity. If you are unsure of your physical ability to take part in this Activity then you should take medical advice from a general practitioner prior to the Activity.

We will send you communications relating to your registration with the event organisers. Upon receipt of this email, you must complete an additional online registration. This registration is mandatory and failure to complete will result in your being withdrawn from the event. You will be given a deadline to complete the additional online registration. If you fail to meet this deadline your place in the 'Activity' will be withdrawn. We will not be able to offer refunds on registrations fees of fundraising should this occur.

We will use reasonable endeavours to bring the deadline to your attention. For example, we will aim to send out multiple reminders in the days and weeks before the registration deadline. We will also try to contact you by email and/ or telephone via the contact information you provided at registration.

You acknowledge that there are a finite number of places for the event and, as such, there is a strict registration process. If you fail to meet the registration deadline, then we need to be able to release your place to another applicant.

11. Jurisdiction and applicable law

These terms and conditions of supply 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.

12. Use of our website

Your use of the Save the Children Website (<http://www.savethechildren.org.uk/>) is governed by our website's terms and conditions. Please take time to read these as they contain important terms which may apply to you.

Cancellation Policy

1. If you are a consumer and are located within the EU, you may have a legal right to cancel your Contract during the period set out below. This means (subject to the exceptions below) that you should return any materials provided by us and obtain a refund if for any reason you change your mind about taking part in the Activity.

2. You may cancel the Contract from the date you submitted our form to take part in Activity but please note that your right to cancel the Contract will cease in 7 working days. After this time no refunds of entry fees will be processed.

3. Please note that this right of cancellation does not apply in the cases where we provide you with products/materials:
made-to-measure, personalised, or custom-made; newspapers, periodicals, or magazines; perishable goods, such as food, drink, or fresh flowers; or software, DVDs or CDs which have a security seal which you have opened or unsealed.

4. If you do wish to cancel, simply email us at events@savethechildren.org.uk with your order number and name and the reason you would like to cancel your registration.

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4. Payment

There is no payment required for own place participants.

5. Donations

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Our liability under or in connection with this Activity shall be limited to £1.00 for each and every claim in the aggregate. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. Provided that this clause 9 shall not exclude or limit our liability for: a) death or personal injury caused by our negligence; or b) fraud or fraudulent misrepresentation.

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3. Please note that this right of cancellation does not apply in the cases where we provide you with products/materials:

made-to-measure, personalised, or custom-made; newspapers, periodicals or magazines; perishable goods, such as food, drink or fresh flowers; or software, DVDs or CDs which have a security seal which you have opened or unsealed.

4. If you do wish to cancel, simply email us at events@savethechildren.org.uk with your order number and name and the reason you would like to cancel your registration.