

In applying to swim in the Great North Swim 2024 on behalf of Parkinson's UK, I agree to the following:

1 Participant, registration and participation

1.1 I confirm that I will be at least the below stated age on Event Date:

- a) 12 years old for the ½ mile swim
- b) 16 years old for the 1 mile swim
- c) 16 years old for the 2 mile swim
- d) 16 years old for the 5K swim
- e) 18 years old for the 10K swim

2 Charity place participant

- 2.1 Parkinson's UK has an allocated number of entry places in the Great North Swim ('the Event Organiser') for charity place entrants. These places are the property of Parkinson's UK and are not transferable.
- 2.2 The Participant agrees to pay a non-refundable registration fee of £15 to Parkinson's UK, which will reserve a charity place entry for the Participant to participate in the event.
- 2.3 The Participant pledges to raise the minimum sponsorship target of £150 through the participation in the event which will be used to support the work of Parkinson's UK. Gift Aid payments are deemed to be over and above the sponsorship target and do not count towards the sponsorship total.
- 2.4 The Participant shall not use the charity place to raise money for another charity.
- 2.5 If for any reason the Participant is unable to take part in the event, the Participant will inform the Parkinson's UK Events Team immediately and, subject to undertaking the procedures in clause 7.1, shall forward to Parkinson's UK any outstanding sponsorship monies in accordance with these Terms and Conditions.

3 Own place participant

- 3.1 Participants with their own place in the Great North Swim may raise sponsorship monies for Parkinson's UK.
- 3.2 The Participant pledges to raise as much money as possible for Parkinson's UK through sponsorship of their participation in the event, which will be used to support the work of Parkinson's UK.

- 3.3 If for any reason the Participant is unable to take part in the event, the Participant will inform the Parkinson's UK Events Team immediately and, subject to undertaking the procedures in clause 7.1, shall forward to Parkinson's UK any outstanding sponsorship monies in accordance with these Terms and Conditions.
- 3.4 The Participant raising funds for Parkinson's UK through their own place entry in the marathon is not prohibited from raising funds for other charities through sponsorship of this event.

4 Event postponement or cancellation

- 4.1 Neither the Event Organiser nor Parkinson's UK will guarantee that the scheduled event will take place.

4.2 Postponement by the Event Organiser

- 4.2.1 If the Event Organiser postpones the event, Parkinson's UK will:

- a) inform the Participant within 5 working days of us being notified by the Event Organiser; and
- b) work with the Event Organiser to reschedule the event and transfer the Participant's reserved place to the rescheduled date.

- 4.2.2 If a suitable date for rescheduling the event is not found:

- a) the Event Organiser may provide a suitable alternative, such as a virtual event to which the Participant's reserved place will allocated; or
- b) Parkinson's UK will provide the Participant with a suitable alternative event or virtual event to take part in.

4.3 Cancellation by the Event Organiser

- 4.3.1 The Event Organiser may cancel its contract with the Participant or Parkinson's UK in a case of force majeure, i.e., without limitation, an extraordinary event or circumstance beyond the control of the parties such as war, strike, riot, crime, epidemic or act of God such as severe weather, flooding or landslides.
- 4.3.2 If the Event Organiser cancels the event, Parkinson's UK will inform the Participant within 5 working days of us being notified by the Event Organiser.

5 Donations and payment terms

- 5.1 The Participant is responsible for the safe-keeping of the sponsorship monies they raise in the name of Parkinson's UK arising from their participation in the event until they have transferred the money to Parkinson's UK.
- 5.2 The Participant shall:

- a) only use sponsorship forms issued by Parkinson's UK and not use any other types of sponsorship forms (unless otherwise agreed with Parkinson's UK).
 - b) no later than 6 weeks after the event send Parkinson's UK (see clause 5.3 (c)) their sponsor forms duly completed with the names and address of all sponsors and the amounts they have donated or pledged, to allow Parkinson's UK to process Gift Aid on donations.
 - c) ensure when collecting cash, it is counted in the presence of at least one witness and complete the finance tally sheet supplied by Parkinson's UK and have the witness sign it. The Participant will send to Parkinson's UK (see clause 5.3 (c)) the tally sheet and, subject to the alternative payment methods set out in clause 5.3, a cheque for the stated amount.
 - d) ensure that all donations made by cheque are sent to Parkinson's UK no later than 1 month after issue in accordance with clause 5.3 (c).
- 5.3 The Participant shall regularly pay all sponsorship money collected on behalf of Parkinson's UK to the Events Team by:
- a) paying online using their credit or debit card or a fundraising website such as justgiving.com.
 - b) phoning the Parkinson's UK Events Team on 020 7931 8080 and using their credit or debit card to make the payment.
 - c) sending cheques and/or CAF vouchers made payable to 'Parkinson's UK' to The Events Team, Parkinson's UK, 215 Vauxhall Bridge Road, London, SW1V 1EJ

6 Non-refundable donations, disbursements or losses and deferments

- 6.1 If the Event Organiser or Parkinson's UK cancels the event or the Participant does not participate in the event for any reason, including rescheduling of the event or substituting an alternative event:
- a) subject to clauses 6.2 and 7, all monies paid or due to Parkinson's UK in respect of this event will be treated as a non-refundable donation to support the charity's work;
 - b) neither the Event Organiser nor Parkinson's UK shall:
 - i) be liable for any costs that the Participant or any third party acting in respect of the Participant's participation has incurred in relation to the event;
 - ii) reimburse the Participant or any third party acting in respect of the Participant's participation any cost, expenses or loss (including in

particular economic or consequential loss) they have incurred in relation to the event;

- 6.2 If the Event is cancelled, registration fees paid to Parkinson's UK shall be subject to a deferment or transfer to another Event, subject to availability, but Parkinson's UK reserves the right to treat the registration fee as a non-refundable donation.
- 6.3 These terms and conditions are subject to change at the discretion of the Charity and I will be informed 5 working days before any changes are publicly released.

7 Refunding sponsorship money to sponsors

- 7.1 Sponsorship monies are given and pledged to be used to support the work of Parkinson's UK. If, for any reason, the event is cancelled or the Participant fails to complete or does not take part in the event the sponsorship monies belong to Parkinson's UK to support its work.
- 7.2 Parkinson's UK will only refund donations in exceptional circumstances in line with its Refund Policy.
- 7.3 If Parkinson's UK deems the refund of a donation possible then the donor has to complete a Parkinson's UK refund pro-forma in order for the refund to be processed.

8 Fundraising

- 8.1 The Participant will comply with any fundraising guidance and advice issued by Parkinson's UK.
- 8.2 The Participant will use only lawful means to fundraise for Parkinson's UK and will not do anything that may bring the charity's name into disrepute.
- 8.3 The Participant will not undertake any of the following:
 - a) house to house collections;
 - b) street collections;
 - c) collect in any public place without first obtaining authorisation from the local authority;
 - d) collecting in any private property (including shops, pubs etc.) without first obtaining permission from the property owner;
 - e) conduct any raffle or lottery or put on any public event without first contacting Parkinson's UK and taking any steps, which Parkinson's UK requires.

9 Personal data and images

- 9.1 The Participant will obtain all fundraising materials from Parkinson's UK and will not use Parkinson's UK's logo without permission from the charity.
- 9.2 The Participant understands that photographs and filming will take place as part of my participation in the event.
- 9.3 The Participant understands that any photographs and video content taken could be used for marketing and publicity purposes to promote Parkinson's UK activities, both online and in print.
- 9.4 Parkinson's UK will retain and use the data the Participant has provided in accordance with prevailing data protection legislation. Parkinson's UK will not pass or sell the Participant's details to third parties.
- 9.5 At Parkinson's UK we want to be very clear about how we use, store and protect your personal data, which you can read about at www.parkinsons.org.uk/privacy.

10 Health, safety and fitness

- 10.1 The Participant agrees to take part in the event at their own risk and will not hold Parkinson's UK or any connected persons responsible for any accident, injury or illness sustained to the fullest extent possible in law.
- 10.2 The Participant will fully prepare for the physical challenge of the event and will check with their doctor to ensure that they are medically fit to participate in the event.
- 10.3 The Participant will comply with any health and safety and other rules or guidelines issued by Parkinson's UK or the event organisers or anyone acting on behalf of either.

11 Dates, variation and termination

- 11.1 Parkinson's UK may vary or terminate this agreement by giving written notice (including by email) to the Participant, at any time.

12 Statutory rights

- 12.1 These terms and conditions do not affect the Participant's statutory rights.