

# Terms and Conditions

## Longest Day Golf Challenge Prize Competition (the “Competition”)

### Eligibility

1. All entrants (including team members) must be aged 18 years or over at the time of entry and legally reside within the UK (including Channel Islands and Isle of Man). Employees of Macmillan Cancer Support (“Macmillan”) or any of its subsidiary or affiliated companies and their immediate families and members of their households and anyone otherwise connected with operation or fulfilment of the Competition are not eligible to take part. Macmillan reserves the right to require entrants to prove that they are eligible. If a team or any individual team member is found to be ineligible, Macmillan reserves the right to award the prize to the next eligible team.

### Entry

2. To enter the Competition, sign up to take part in the Longest Day Golf Challenge at <https://longestdaygolf.macmillan.org.uk/>. For donations to be counted towards the Competition they must be received in cleared funds by 23:59 BST on 16<sup>th</sup> September 2022. Competition entries will not be accepted after this time. You can deposit sponsorship money raised by your team by post to Macmillan Cancer Support, PO Box 791, York House, York, YO1 0NJ (cheques only, no cash), receive donations on your fundraising page at <https://longestdaygolf.macmillan.org.uk/> or use any other donation method which is listed on the Longest Day Golf website as a valid donation method and following the relevant instructions. Donations made using methods other than donating directly to your fundraising page at <https://longestdaygolf.macmillan.org.uk/> or JustGiving may take longer to clear and may not appear on our leader-board. If you wish to donate or raise funds through a route other than on your fundraising page, please get in touch with us on 0300 1000 200 or check the Longest Day Golf website page. You must follow our instructions to ensure these funds are counted towards your fundraising total for the Competition; if you do not follow our instructions, your donation may not count towards your fundraising total for the purposes of this Competition. Gift aid will not count towards your fundraising total.
3. You may only make a maximum of one entry per team into the Competition. A team consists of one team captain and up to a maximum of three team members who have participated in the Longest Day Golf Challenge. Any entries or teams with numbers in addition to this will result in disqualification. There is no other method of entry other than as specified in these Terms and Conditions.
4. After the closing date, all complete, eligible, properly submitted entries, received before the closing date will be reviewed and verified by Macmillan.

### Prize

5. The prize will be awarded to 4 (four) winning teams who have raised the most sponsorship money for Macmillan (excluding Gift Aid) received in cleared funds by the closing date. Macmillan’s decision is final.
6. The official prize is a holiday including flights and accommodation to Boavista Golf & Spa Resort in Portugal to take part in the Longest Day Golf Challenge finals on 3<sup>rd</sup> – 6<sup>th</sup> November 2022. Prize includes return economy flights from London (airport to be confirmed) to Faro, Portugal, staying at the Boavista Golf & Spa Resort for 3 (three) nights in a standard room. Meals are included. Where the prize necessitates travel on a specific date, the prize winners must be available on the dates specified by the Promoter. This prize is subject to change and may be replaced by a similar prize or the equivalent monetary value at the sole discretion of Macmillan. Exact dates and details will be confirmed by Macmillan no later than 3 weeks in advance of the anticipated date of departure. Macmillan accepts no liability for any changes in the details, including dates, times and location, of any flights, transport, accommodation, event cancellations, or other aspects of the prize, including those caused by the Covid-19 coronavirus, travel restrictions or any other cause.

7. Prize winners are responsible for paying all associated costs that are not specifically stated in these Terms and Conditions, including (where applicable) transport, spending money, insurance and all other incidentals. Prize does not include travel from/to winners' home and airport, travel insurance, drinks, or incidental costs. Prize winners and their team members must hold; a valid passport with at least 6 months' further duration and which contains no visa restrictions on the ability to travel to the destination (passport control and authorities reserve the right to refuse entry), any necessary visas, and adequate travel insurance for the dates specified. Prize winners must bring their own set of golf clubs to Portugal in order to take part in Longest Day Golf Challenge final. Prize winners are personally responsible for any personal or incidental expenses and any VAT, national and/or local tax liabilities incurred in claiming or using the prize. The Promoter will not be held liable where such charges and/or expenses are incurred, and no refund or reimbursement will be made.
8. The prize is as stated and is non-exchangeable and non-transferable. Team captains must not change their team members before or after accepting the prize. No cash equivalent or alternative prize (in whole or in part) will be given at the request of a winner but may be given at Macmillan's discretion. By participating in the Competition you agree that the prize or alternative is awarded on an "as is" basis, and that neither Macmillan nor any of its subsidiary or affiliated companies, make any representations or warranties of any nature with respect to the prize.
9. Prize winners will be notified no later than 6<sup>th</sup> October 2022 via telephone and/or email address provided.
10. Prize winners may be required to submit valid identification before receiving the prize. If one or more members of the winning team refuse the prize, or cannot be contacted within a reasonable time, Macmillan reserves the right to award the prize only to those team members who can be contacted and who accept the prize within a reasonable time, with the remainder of the team members forfeiting the prize, such prize expiring and where the prize is with Macmillan being retained by Macmillan for it to use as it sees fit in its sole discretion, or, where the prize is to be donated to Macmillan by a third party and has not yet been donated, being retained by that third party for it to use as it sees fit in its sole discretion. If all of the members of the winning team refuse the prize or cannot be contacted within a reasonable time, Macmillan reserves the right to award the prize to the next eligible team from the valid entries received before the closing date.

## General

11. In the event that, for reasons beyond Macmillan's reasonable control and not related to the winner Macmillan is unable to, or in its sole discretion deems it inappropriate to, award the prize as described in these Terms and Conditions, Macmillan reserves the right to award a prize of a similar nature and/or an equivalent value at its own discretion.
12. The provision of the prize does not imply endorsement by Macmillan of any third parties concerned in any way with the prize or Competition. Any complaints or queries relating to the prize should be directed to [golf@macmillan.org.uk](mailto:golf@macmillan.org.uk).
13. By entering the Competition, you understand that Macmillan would like you to participate in publicity at the Promoter's request if you are a winner and to have your name and image featured in publicity materials in any media worldwide.
14. If you win, your name will be published as the winner on the Macmillan website located at <https://longestdaygolf.macmillan.org.uk/> and the Promoter may publish or announce your name elsewhere as Macmillan determines in its sole discretion. If you do not want your details to be used for these purposes, please contact [feedback@macmillan.org.uk](mailto:feedback@macmillan.org.uk) to opt out.
15. By entering the Competition you agree that any information and data (personal data) provided by you will be held and may be used by the Promoter in order to conduct the Competition, and it may be shared with Macmillan's agents, suppliers and contractors to the extent necessary for the Competition and prize to be administered. Further details of how your personal data may be used are set out in Macmillan's Privacy Policy located at [www.macmillan.org.uk](http://www.macmillan.org.uk).
16. Macmillan reserves the right to modify, cancel, terminate or suspend the Competition in whole or in part, at its sole discretion, if it believes the Competition is not capable of being conducted as specified within these Terms and Conditions, or in the event of a virus, a computer bug or unauthorized human intervention or any other cause that is beyond the reasonable control of Macmillan that could corrupt or affect the administration, security, impartiality or normal course of the Competition. Neither Macmillan nor any of its subsidiary or affiliated companies are responsible for any condition,

circumstances, losses, failures or delays caused by events beyond its or their control such as (but not limited to) the acts or defaults of Boavista Golf & Spa Resort or the airlines (or any other company donating the prize or part of the prize to Macmillan or supplier selected by Macmillan to provide the prize) or otherwise that may cause the Competition to be disrupted or corrupted.

17. Save where it has been negligent, and subject to the terms of clause 19, Macmillan will not be responsible for any damage, loss or injury resulting from your entry into the Competition or your acceptance and/or use of the prize, or for technical, hardware or software failures, lost, faulty or unavailable network connections or difficulties of any kind that may limit or prohibit your ability to participate in the Competition. Macmillan will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable entries. Proof of posting is not proof of receipt by Macmillan of any entries.
18. Any illegible, incomplete, or fraudulent entries will be rejected. Any participant who enters or attempts to enter the Competition in a manner, which in Macmillan's determination is contrary to these Terms and Conditions or by its nature is unjust to other entrants (including without limitation tampering with the operation of the Competition, cheating, hacking, deception or any other unfair playing practices such as intending to annoy, abuse, threaten or harass any other entrants or Macmillan and/or any of its agents or representatives) may be rejected from the Competition at Macmillan's sole discretion.
19. You must comply with the terms and conditions, including health and safety requirements of the airline(s) and the venue(s) involved in the Competition or the prize including all health and safety guidelines and instructions and all applicable legal and regulatory requirements.
20. By participating in the Competition, you agree to release and hold Macmillan, its subsidiary and affiliated companies, together with their respective employees, officers, directors, agents and representatives, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with participating in the Competition or resulting from your acceptance or use of the prize, provided that nothing in these Terms and Conditions shall in any way limit Macmillan's liability for death or personal injury caused by its negligence or for any other matter where liability may not as a matter of law be limited.
21. All Macmillan's decisions in relation to the Competition are final in all matters and Macmillan will not enter into any correspondence with entrants other than the Competition winners.
22. By entering the Competition, you agree to be bound by these terms and conditions ("Terms and Conditions"). Promotional materials relating to the Competition, including all information on how to enter the Competition, also form part of these Terms and Conditions. In the event of any conflict between any terms referred to in such promotional materials and these Terms and Conditions, these Terms and Conditions take precedence.
23. These Terms and Conditions are governed by English law. The courts of England and Wales shall have exclusive jurisdiction to hear any dispute or claim arising in association with the Competition or these Terms and Conditions.
24. The promoter of this Competition is Macmillan Cancer Support ("Macmillan"), registered charity in England and Wales (261017), Scotland (SC039907) and the Isle of Man (604); a company limited by guarantee registered in England and Wales (02400969), Isle of Man company number 4694F. Registered office: 89 Albert Embankment, London, SE1 7UQ ('Macmillan, we, us, our, Promoter').