

Terms and Conditions

Longest Day Golf Challenge Prize Competition 2023 (the “Competition”)

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.

The promoter of this Competition is Macmillan Cancer Support 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**”).

Eligibility

1. All entrants (including all team members) must be aged 18 years or over at the time of entry to the Competition and legally reside within the United Kingdom (including Channel Islands and Isle of Man).
2. The following individuals are not eligible to take part in the Competition:
 - a. employees of Macmillan, or any of its subsidiary or affiliated companies, and their immediate family members and members of their households; and
 - b. anyone otherwise connected with the operation or fulfilment of the Competition.
3. Macmillan reserves the right to require entrants to prove that they are eligible.
4. 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

5. To enter the Competition, you must sign up to take part in the Longest Day Golf Challenge 2023 at <https://longestdaygolf.macmillan.org.uk/>. There is a maximum of one entry per team into the Competition. You cannot be part of more than one team. 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. All team members must be included on your fundraising page at <https://longestdaygolf.macmillan.org.uk/>. If your team has more than four team members included on your fundraising page, your team will not be eligible. There is no other method of entry other than as specified in these Terms and Conditions.
6. If your team entered the Competition between 1 September 2022 and 10 November 2022, Macmillan will have emailed the captain of the team to confirm whether the team intends to enter the Competition for 2023. If you did not respond to Macmillan’s email to confirm your intention to enter the Competition by 23:59 GMT on 28 November 2022:
 - a. your fundraising page will be deleted;
 - b. your registration will remain as a 2022 Longest Day Golf Competition registration;

- c. subject to clause 6(d), you will not be eligible for this Competition;
 - d. your team will be eligible to re-create your fundraising page by re-signing up to the Competition in accordance with these Terms and Conditions, if necessary.
7. Any entries received on or after 10 November 2022 will automatically be allocated to this Competition and will remain on the Longest Day Golf website (<https://longestdaygolf.macmillan.org.uk/>).
 8. The Competition will close at 23:59 GMT on 15 September 2023 (“**Closing Date**”). After the Closing Date, all complete, eligible, properly submitted entries, received before the Closing Date will be reviewed and verified by Macmillan.

Donations

9. For donations to be counted towards the Competition they must be received in cleared funds by 23:59 GMT on 15 September 2023. Funds not received in cleared funds by the Closing Date will not be counted towards your team’s sponsorship total.
10. You can deposit sponsorship money raised by your team by the following methods only:
 - a. post to Macmillan Cancer Support, PO Box 791, York House, York, YO1 0NJ (cheques only, no cash);
 - b. receive donations on your fundraising page at <https://longestdaygolf.macmillan.org.uk/>;
or
 - c. 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.

Prize

11. 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.
12. The 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 9 – 12 November 2023. The prize includes:
 - a. return economy flights from a London airport (one of London Gatwick, London Heathrow, London Luton, London Stanstead – the airport to be confirmed by 19 October 2023, at Macmillan’s sole discretion) to Faro, Portugal;
 - b. staying at the Boavista Golf & Spa Resort for 3 (three) nights in a standard room; and

- c. three meals per full day at the Boavista Golf & Spa Day Resort, meals provided at any other location will be at the prize winners' cost.
- 13. This prize is subject to change and may be replaced by a similar prize of equivalent, or greater, monetary value at the sole discretion of Macmillan, if reasonably required.
- 14. Exact dates and details will be confirmed by Macmillan no later than 23 October 2023. 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 events outside of the control of Macmillan, government guidance, travel restrictions or any other cause.
- 15. Prize winners are responsible for paying all costs associated with the prize that are not specifically stated in these Terms and Conditions, including (where applicable) transport, spending money, insurance and all other incidentals. The prize does not include travel from/to winners' homes and the airport, travel insurance, drinks, or incidental costs.
- 16. Prize winners and their team members must hold:
 - a. 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);
 - b. any necessary visas; and
 - c. 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. Macmillan will not be held liable where such charges and/or expenses are incurred, and no refund or reimbursement will be made.

- 17. No later than 6 November 2023, each team of prize winners will be required to provide Macmillan with details of one valid credit card to cover any additional costs incurred on behalf of the team of prize winners.
- 18. 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. Teams with fewer than four team members are eligible. A team shall remain eligible even if up to three team members are unable to take up 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.

Prize winners

- 19. Prize winners will be notified that they are a winning team no later than 6 October 2023 via telephone and/or email address provided. If all of your team members are not able to take up the prize, your team will still be eligible, and you can take up the prize in a smaller team. For the

avoidance of doubt, you are not entitled to replace team members with other individuals (such as supporters or donors).

20. If you have been notified as a winning team, the team captain must confirm no later than 12:00 GMT on 13 October 2023 whether your team accepts the prize, and if so, confirm the names of those team members who will be attending. If a prize winner is unable to take the prize or does not notify Macmillan by 12:00 GMT on 13 October 2023, Macmillan reserves the right to notify the next eligible team that it is a winning team ("**Replacement Team**"). The prize winners will forfeit the prize in these circumstances. The captain of the Replacement Team must confirm no later than 12:00 GMT on 20 October 2023 whether they accept the prize, and if so, confirm the names of those team members who will be attending. If, by 12:00 GMT on 20 October 2023, Macmillan has been unable to fill the four winning places, Macmillan reserves the right to not offer the prize to an alternative eligible team.
21. 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.
22. 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.

Promotion of the Competition and your Personal Data

23. If you win, your surname and location (county) will be made available on request. If you wish to request details of the prize winners, please email golf@macmillan.org.uk. If you do not want your details to be used for these purposes, please contact feedback@macmillan.org.uk to opt out. Macmillan may still need to provide these details to the Advertising Standards Authority if requested.
24. By entering the Competition, you agree that any information and personal data provided by you will be held and may be used by Macmillan 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 <https://www.macmillan.org.uk/privacy-policy>.

General

25. 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 an equivalent value at its own discretion.

26. 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.
27. 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.
28. Save where it has been negligent, and subject to the terms of clauses 27 and 30, 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.
29. Any illegible, incomplete, or fraudulent entries will be rejected. Any individual 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.
30. 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.
31. 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.
32. 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.