

Swim It Promotion - Terms and Conditions

1. The Charity is offering the rewards set out in clause 3 ("Rewards") to individuals who meet the criteria noted in clauses 2 and 3 below as part of a promotional campaign ("Promotion").

Eligibility

- 2. To receive the Reward, an Eligible Individual must sign up for Swim It 2024 ("Challenge") and complete the sign-up process. As part of the sign-up process, the Eligible Individual will be asked to provide a postal address (including a postcode) in Great Britain ("Valid Address") that the Reward can be sent to. Postage and packaging shall be provided for free.
- 3. The Rewards available will be the following Macmillan branded items: a medal, a swimming cap, a badge and a towel & water bottle. The Rewards will be provided to:
 - 1. Swimming cap: All Eligible Individuals who raise £10 via their fundraising page as part of the Challenge by 31st July 2024.
 - 2. Macmillan Swimming Badge: The first 100 Eligible Individuals who raise £500 via their fundraising page as part of the Challenge by 31st July 2024.
 - 3. Towel & Water Bottle: The first 40 Eligible Individuals to raise £750 via their fundraising page as part of the Challenge by 31st July 2024.
 - 4. Medal: All Eligible Individuals who complete the 21 mile challenge and log this as completed on their fundraising page by 15th August 2024
- 4. The Promotion is only open to individuals who are:
 - 1. aged 18 years or over;
 - 2. residents of Great Britain (which comprises England, Scotland and Wales, and excludes Northern Ireland, the Channel Islands and the Isle of Man);
 - 3. not employees of the Charity, their families, agents or any third party directly associated with the administration of the Promotion.

("Eligible Individual/s").

Promotion details

- 5. The Promotion will commence on 1st May 2024 and end on 15th August 2024 or earlier if all Rewards available for the duration of the Promotion, as laid out in clause 3 above, have been allotted. The Promotion will end on 15th August 2024 even if all Rewards have not been allotted.
- 6. Eligible Individuals will not be able to request more than 1 Reward as part of this Promotion. If an individual applies to the Challenge more than once, they will only receive 1 Reward.
- 7. The Reward is non-exchangeable, non-transferable and no cash alternatives are available.
- 8. No responsibility is taken for requests which are incomplete from which the Eligible Individual cannot be identified or for any technical failure or event, beyond the Charity's reasonable control, which may cause the request to be disrupted or corrupted.
- 9. If you qualify for a reward, it will be dispatched to the Valid Address within 4 weeks of us notifying you that you will receive a Reward in accordance with clause 3. If you have not received your Reward within that time frame, you can contact fundraising@macmillan.org.uk to check the status of your delivery. No responsibility is taken for items which are lost or damaged in transit.
- 10. Eligible Individuals are deemed to have accepted, and agreed to be bound by, these Terms and Conditions upon entry. The Charity reserves the right to refuse to award the Reward to anyone in breach of these Terms and Conditions.



- 11. The Charity reserves the right to hold void, cancel, suspend or amend the Promotion where it becomes necessary to do so.
- 12. Insofar as is permitted by law, the Charity, its agents or distributors will not, in any circumstances, be responsible or liable to compensate any individual, or accept any liability for any loss, or damage, as a result of accepting the Reward except where it is caused by the negligence of the Charity, its agents or distributors or that of their employees. Your statutory rights are not affected. For the avoidance of doubt, nothing in these Terms and Conditions seeks to limit or exclude the Charity, its agents or distributors (or their employees) liability for personal injury or death that is, after investigation, attributable to one or all of them.
- 13. The Promotion will be governed by English law, and the parties to these Terms and Conditions irrevocably submit to the jurisdiction of the English Courts.
- 14. Personal data supplied during the course of this Promotion may be passed on to third party suppliers only insofar as required for fulfilment/delivery/arrangement of the Reward and shall be processed by the Charity in accordance with its privacy policy (https://www.macmillan.org.uk/privacy-policy).
- 15. The promoter 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 company number 2400969, Isle of Man company number 4694F, with its registered office at 89 Albert Embankment, London SE1 7UQ (the "Charity").