Macmillan Cancer Support Fundraising Terms & Conditions
Battle Cancer Scotland 2022

Who We Are:

- We are Macmillan Cancer Support. We are registered as a charity with the Charity Commission and our registered charity number is 261017. Our registered office is at 89 Albert Embankment, London, SE1 7UQ.

How To Contact Us:

- You can contact us by calling our Supporter Care Hub on 0300 1000 200. We are open Monday-Friday 9am-5pm. You can also email us at fundraising@macmillan.org.uk.

How We May Contact You:

- If we have to contact you in respect of this Challenge we will do so by phone or by writing to you at the email or postal address you have provided to us. All use of your personal data will be in accordance with our Privacy Policy, including the sharing of your data with the Challenge Organiser if applicable.

Challenge Details	
Challenge Organiser:	This Challenge is being organised and will be run by Battle Cancer.
Contact Details:	You can contact them by email info@battlecancer.com.
Challenge:	This Challenge involves completing a series of Cross Fit exercises as a team over one day.
Challenge Date:	The Challenge will take place on 18th June 2022.
Challenge T&Cs:	You must read and accept the Terms and Conditions issued by the Challenge Organiser and comply with these. If there is any conflict between these terms and the Challenge Organiser's terms, these terms will take precedence in respect of your fundraising and the Challenge Organiser's terms will take precedence in respect of your participation in the Challenge.
Your Participation	
Registration Fee:	The registration fee for this Challenge is £55 per person / £220 for a team of 4. The fee must be paid to the Challenge Organiser at the point of registration.
Pledge Minimum:	You can collect the sponsorship money in any manner you wish, including by using a fundraising platform. Where the sponsorship money has been collected by you personally, you should arrange for this to be paid to Macmillan Cancer Support within one month of the end of the Challenge. All funds raised through the Challenge must be payable to Macmillan Cancer Support in pounds sterling (£).You can find out ways to pay by going to https://www.macmillan.org.uk/donate or by contacting us.
Age:	On the date of the Event you must be 13 years or older. You confirm you will be at least the minimum age on the day of the Challenge and, if you are under 18, that you have informed a parent or guardian that you are fundraising for this Challenge.

Changes, Postponement, or Cancellation:

- **Cancellation by you:** Should you, for whatever reason, make the decision to not take your place in the Challenge, your registration fee will not be refunded. However, if you cannot take part due to a reason such as injury, you may be able to transfer your place in the Challenge. Please contact us to discuss.

- **Cancellation or changes made by the Challenge Organiser:** We have no control over the Challenge. The Challenge Organiser may need to make changes to, postpone, or cancel the Challenge due to an event outside their control. Please see the Challenge Organiser's Terms and Conditions (linked above) for more information. The Challenge Organiser will contact you if this happens.

- **Sponsorship money:** If the Challenge is cancelled (and you don't transfer to another event), or you decide not to participate, you are responsible for contacting your sponsors to inform them that you are no longer taking part and for confirming with them whether they are happy for the money they have donated

to still be given to Macmillan. If you are using sponsorship forms for your fundraising, all sponsorship forms and monies collected should be forwarded to us or returned to your sponsors in accordance with their wishes.

Our Liability:

- Macmillan Cancer Support are not the organiser of the Challenge and do not have any responsibility or liability in respect of running the Challenge. Macmillan Cancer Support will not be responsible for injury or illness resulting from your participation or for any damage or losses outside of our control. However, we do not exclude or limit in any way our liability to you where it would be unlawful to do so, which includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors. In addition, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

Use of Personal Data:

- You have provided Macmillan information about you and Macmillan will use and share this data to perform this contract. You understand that it will be necessary for Macmillan to share data with the Challenge Organiser in order for you to participate in this Challenge.

- We do not sell or swap your details with any third parties, except the Challenge Organiser and service companies authorised to act on our behalf in order to carry out our work.

- We will keep your details on our database so we can provide you with the best possible support every time you contact us.

Use of Photos and Videos of the Challenge:

- You confirm that you are happy for your name and any video footage or photographs taken of you during the Challenge to be used by us and our trading company (Macmillan Cancer Support Trading Ltd) for commercial and fundraising purposes, such as preparing marketing material for future challenges and uploading videos and photographs from the Challenge to social media to promote the Challenge and celebrate the success of our fundraisers. Please let us know if you do not want us to use video footage or photographs of you in this way by contacting us using the details above and including your race (or other similar registration) number so that we can identify you.

- If we would like to use video footage, photographs or other details of your participation in the Challenge for any other marketing purposes, we will only do this with your prior consent. Our case studies team will contact you separately where this is applicable.

- For further information about how we collect and use personal data, please refer to our Privacy Policy.

Complaints:

- Any complaints should be communicated to the Macmillan representative on the Challenge, or, if that is not possible, then in writing to the Macmillan Cancer Support office as soon as possible after the Challenge.

Governing Law:

- These terms are governed by English law or, if you live in the EU, the law of the country where you live.

- You can bring legal proceedings in the English courts. If you live elsewhere in the UK or you live in the EU, you can also bring legal proceedings where you live.

Other Legal Terms:

- We may transfer our rights and obligations under these terms to another organisation.

- This contract is between you and us. No other person shall have any rights to enforce any of its terms (except in the situation where we agree to you transferring your place in the Challenge to somebody else).

- Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.