

Swim IT - swimming event Terms and Conditions 2020

These terms are in addition to Macmillan's standard Terms and Conditions published on our website. If these terms conflict in any place with Macmillan's standard Terms and Conditions, these terms shall prevail

1. I certify that I am 18 years of age or older, or will be at the time of organising and/or participating in Swim It (the "Event").
2. I understand that Macmillan Cancer Support ("Macmillan") recommends that I consult a doctor before participating in the Event. Regardless of whether I have consulted a doctor, I agree that by participating in the Event, I do so entirely at my own risk. I verify that I am in proper physical and mental condition to participate and acknowledge that I am aware of the risks involved and voluntarily agree to assume those risks.
3. I am aware that, while Macmillan is delighted that I am raising funds for its important work, it is not responsible for or involved in organising my Event activity.
4. Save where it has been negligent, Macmillan will not be responsible for any damage, loss or injury resulting from: my or another's participation in this Event, the Event being cancelled or difficulties of any kind that may limit or prohibit my ability to participate in the Event.
5. By participating in the Event, I 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 Event, 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.
6. I confirm to Macmillan that my actions will not be, nor reasonably considered to be, illegal, misleading, libellous, dangerous or likely to cause distress or harm to me or others or to cause damage to Macmillan's reputation. All funds raised in the Swim It event are for the benefit of Macmillan and I will let donors know that their donations will benefit Macmillan and that any donations paid in advance will be held on trust by me for Macmillan and will not be refundable should I fail to complete the challenge or fail to hit my fundraising target or for any other reason, except in Macmillan's absolute discretion.
7. If I am broadcasting my Event activity via social media, such as Facebook, Instagram, Snapchat, Twitter, YouTube or any such site, I shall not upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious,

**For information, support or just someone to talk to,
call 0808 808 00 00 or visit macmillan.org.uk**

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VAT no: 668265007



defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

8. I acknowledge that I have read these terms and conditions, and fully understand them and I have agreed to them freely and voluntarily without any inducement, assurance, guarantee, or oral representation being made.
9. Macmillan reserves the right to modify, cancel, terminate or suspend the Event in whole or in part, at its sole discretion, if it believes the Event is not capable of being conducted as specified within these Terms and Conditions. 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.
10. 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 Event or these Terms and Conditions.

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