

Memory Miles Terms and Conditions



Terms and Conditions of Entry.

Please read all sections carefully before agreeing to the Terms & Conditions below.

Please note that if you are signing up on behalf of other participants, you agree to these conditions on their behalf too. If you wish to pass responsibility of agreement of conditions on to the individual participant, please ensure they enter themselves online.

As this is not being held under our supervision, we can't take medical responsibility for you if you were to injure yourself whilst out completing this challenge.

You do not have to be an athlete to participate in Memory miles, but you should be aware of your own ability before committing and should check with your doctor if you are unsure about being able to take part or have any concerns about your health.

Those with asthma, epilepsy, diabetes, a heart condition, who are pregnant or any other medical condition which may be restrictive to their participation in this event should consult their doctor prior to signing up for the walk and it will be your responsibility to do so.

DEFINITIONS "ECH" means East Cheshire Hospice, a charity registered in England and Wales with charity registration number 615104. "Conditions of Entry" means these terms and conditions of entry for the Event. "Entry Form" means the entry form that appears on the ECH website. "Event" means an official event staged by ECH and/or its authorised agents. "Fees" means the total entry price for each Participant as set out in the Entry Form. "Participant" means an individual who is a competitor in the Event.

1. BOOKING AND SPONSORSHIP

1.1 All funds donated or raised in sponsorship go directly towards patient care provision at ECH.

1.2 Participants are not permitted to use any of the sponsorship money raised in relation to the physical event in August or to pay for expenses.

1.3 Participants will receive confirmation of their booking via email. Participants will be sent an email confirming further details with any advice and top tips before taking on the challenge.

2. PARTICIPATION AND PARTICIPANT OBLIGATION

2.1 By signing up to take part in this challenge you are taking responsibility for your own actions.

2.2 The participant will only be permitted to take part in the Event when they have read the Terms and Conditions of Entry and Disclaimer document.



2.3 The Participant can be of any age to take part in this event, but we would advise they are always accompanied by an adult if they are any age under 18.

2.4 Children aged 17 and under are welcome to participate in the Event but they must be accompanied by a responsible person of 18 years of age or older.

2.5 The Participant will ensure that they are both physically and mentally capable of entering into such an Event.

2.6 The Participant acknowledges that personal accident insurance in relation to the Participant's person or property is the responsibility of the individual Participant.

3. CANCELLATIONS AND POSTPONEMENT

3.1 Though this is a virtual challenge and should therefore be allowed to continue regardless of most COVID-19 rules, ECH reserves the right to change the dates and challenge guidelines. No refunds, credits or transfers shall be made if changes are made.

4. ORGANISERS' LIABILITY

4.1 Other than as set out in clause

4.3 and subject to clause

4.2, the aggregate liability of ECH in respect of any loss, expense, liability cost or damage of any kind whatsoever suffered by any participant which arises out of or in connection with these Conditions of Entry and/or the event, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the fees actually paid by the participant to ECH pursuant to these Conditions of Entry.

4.2 ECH, its officers, employees, agents, affiliates, sponsors, charities or medical advisers shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

4.2.1 Any loss or damage of personal equipment belonging to the Participant; 4.2.2 Any economic losses (including, without limitation, loss of revenues, profits contracts, business or anticipated savings); 4.2.3 Any loss of goodwill or reputation; or

4.2.4 Any indirect or consequential losses.

4.3 Nothing in these Conditions of Entry shall exclude or limit the liability of ECH:

4.3.1 For death or personal injury caused by ECH's negligence; 4.3.2 For fraud or fraudulent misrepresentation; or 4.3.3 For any matter which it would be illegal for ECH to exclude or attempt to exclude its liability.

5. IMAGE RELEASE

5.1 By registering to enter the Event, all Participants consent to being photographed, filmed, or recorded by ECH (or anyone authorised by them) and the use and reproduction of their likeness in film, brochures or recordings otherwise they will not be permitted to take part in the Event.



6. DATA USE

6.1 ECH will treat all personal information supplied by a Participant as confidential and it will be stored securely in accordance with Data Protection legislation. ECH will only use a Participant's personal information for the purposes agreed by the Participant as a necessary part of the Participant's booking in the Entry Form. ECH will not sell, supply or otherwise distribute a Participant's personal information to any third party unless ECH is required to do so by law or for the purposes of a police investigation or in the interests of your safety e.g. informing emergency personnel of medical conditions in order to render Emergency assistance. ECH may use your contact details to inform you of events in the future.

7. CLAIMS AND COMPLAINTS

7.1 No Participant shall bring a claim against ECH arising out of or in connection with an Event and shall indemnify ECH for any losses, costs, damages or expenses of any kind (including reasonable professional fees) which ECH may suffer or incur as a result of any such claim and/or the threat thereof.

7.2 Should any Participant have a complaint regarding ECH and/or the Event and/or the conduct of any of ECH's employees then ECH will endeavour to investigate that complaint. All complaints should be brought to ECH's attention immediately so that ECH has an opportunity where possible to rectify the situation and should then be followed up in writing within 7 days of the complaint arising.

8. GENERAL

8.1 These Conditions of Entry and the documents referred to in them, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. The Participant acknowledges and agrees that in submitting the Entry Form (and the documents referred to in it) he or she does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in these Conditions of Entry.

8.2 ECH shall not be liable to any Participant for any loss, damage, cost, expense or liability of any kind whatsoever in relation to the Event which results from any cause, event or circumstances beyond its reasonable control including without limitation war, terrorist action (or the threat thereof) strikes, flood, earthquake or any other natural disaster, subsidence and adverse weather conditions.

8.3 Nothing in these Conditions of Entry shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute either party as agent of the other for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.

8.4 No waiver by either party of a breach or a default hereunder shall be effective unless in writing and signed by both parties and any such waiver shall not be deemed to be a waiver of any subsequent breach or default of the same or similar nature.

8.5 No amendment of these Conditions of Entry shall be valid or binding unless made by prior written agreement between the parties hereto and signed by their duly authorised representatives.

8.6 To the extent permitted by law all provisions of these Conditions of Entry shall be severable, and no provision shall be affected by the invalidity or unenforceability of any other provision.

8.7 These Conditions of Entry shall be interpreted in accordance with the laws of England and Wales and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English Courts

