

# Cycle to the Moon, Bike to the Moon – Save a Dad Terms and Conditions

## Terms and conditions for participation in a Cycle to the Moon, Bike to the Moon – Save a Dad fundraising event.

These are the terms and conditions (“Terms and Conditions”) that apply to the Cycle to the Moon, Bike to the Moon – Save a Dad fundraising event (“Event”) organised on behalf of Tackle Cancer, the campaign name of The National Federation of Prostate Cancer Support Groups, a charity with charity registered number 1163152 and registered office at Kemp House, 152 City Road, London, EC1V 2NX (“Tackle”). Participants must agree to the Terms and Conditions before participating in the Event. If you are participating in the Bike to the Moon aspect of this event, these terms and conditions also apply to you.

### 1. Entry forms and fees

- a. All persons taking part in the Event (each a “Participant”) must be registered with Tackle to take part in the Event.
- b. Each Participant must complete and submit a registration form (“Entry Form”) whether participating as an individual or in a team.
- c. Team entries must include the names and addresses of all team members as part of the registration process.
- d. Tackle is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, garbled or delayed computer or internet transmissions or other errors or malfunctions of any kind which may prevent receipt by Tackle of an Entry Form.

### 2. Fundraising and sponsorship

- a. All fundraising activity undertaken as part of the Event must be for the benefit of Tackle only and Participants agree that all funds raised as a result of their participation in the Event shall be raised using legal methods and in compliance with the advice given on the Tackle website, [www.tackleprostate.org](http://www.tackleprostate.org) (“Website”) and/or in the information relating to the Event provided to Participants (“Event Information”). Event Information may be provided in any form including but not limited to pre-event correspondence, guidance and information contained on the Website (which may be updated from time to time) or in the Event registration pack.
- b. You may be asked to aim to raise the Minimum Sponsorship as part of your participation in the Event. If this is the case, we will make this clear in the relevant Event Information and specify the Minimum Sponsorship.
- c. Sponsor forms are emailed or posted to participants and an online fundraising page can be set up using <https://mydonate.bt.com/events/cycletothemoon/457126>
- d. All funds raised for Tackle’s work shall be held on trust by each Participant for Tackle and paid to Tackle as soon as reasonably possible and in any case within 8 weeks after the date(s) on which the Participant’s Event takes place (“Event Date”).

### 3. Age of participants

For safety reasons, Participants who are under 18 (“Young Person”) are required:

- a. to get the prior consent of their parent or guardian to participate in the Event; or
- b. to have an accompanying adult who is over the age of 18 on the date of the Event (“Accompanying Adult”).

#### 4. Accompanying adults at events

- a. An Accompanying Adult must be registered to participate in the Event as must any Young Person they are accompanying.
- b. Accompanying Adults shall take full responsibility for the Young Person(s) that they are accompanying and must stay with their Young Person(s) at all times during the Event.
- c. Unless otherwise agreed in advance by Tackle at its sole discretion, an Accompanying Adult may accompany no more than two Young People.

#### 5. Health and fitness

- a. All Participants take part in the Event at their own risk.
- b. Participants who have any doubt about their health or have a medical condition that could be affected by exercise must obtain their doctor's approval before participating in the Event.
- c. Tackle shall not be under any obligation whatsoever to process, analyse or otherwise take any action on any medical information disclosed to it either during or after the registration process for the Event.
- d. All Participants agree that, as far as they are aware, they are sufficiently fit and physically able to compete in the Event and, to the extent that it may be necessary, they have sought and relied upon any medical advice before the date of the Event. It is each Participant's own responsibility to assess their fitness and to ensure that they participate only if sufficiently fit. Should any medical or physical condition arise prior to the Event which is likely to affect a Participant's ability to compete in the Event, the Participant should withdraw from the Event.
- e. Tackle may prevent any Participant from taking part in the Event (either at the start of or during the Event) if Tackle or any medical representative considers that, a Participant should not participate in the Event for health and/or medical reasons.

#### 6. Safety and insurance

- a. All Participants must ensure that any equipment or clothing used is in good condition and suitable for the Event.
- b. All Participants acknowledge and agree that the Event can be considered a dangerous activity as it may involve cycling on the highway. Participants acknowledge and agree that because the Event may take place in public spaces Tackle cannot be held liable for any damage caused outside of its direct control.
- c. Tackle does not provide any insurance, whether life or medical or liability, for any illness, accident, injury, death, loss or damage that may arise in connection with the attendance at and/or participation in the Event. Participants shall be responsible for arranging their own suitable and adequate insurance protection to cover their participation in the Event, including without limitation cover:
  - i. for material loss/damage to any equipment they may use in the Event or personal property (including clothing);
  - ii. any loss or damage they may cause to a third party;
  - iii. sickness; or
  - iv. negligence of any party.
- d. Any accident or injury caused by a Participant's actions shall be the responsibility of that Participant.
- e. Each Participant is responsible for his/her actions whilst attending or participating in the Event. This includes at the Event start point, during the Event and at the completion point. Tackle accepts no responsibility for the actions of a Participant nor the consequences of such actions.

#### 7. Cycle events taking place on the Road

All Participants in the Events which takes place on the road must:

- a. wear a cycle helmet at all times during the Event;
- b. ensure that their bicycles are in a roadworthy condition;
- c. observe the rules of the Highway Code;
- d. ensure that the bicycle that they use during the Event complies in all respects with all relevant and applicable legislation including, if all or part of the Event takes place after dark, being fitted with fully functioning and adequate front and rear lights;
- e. not carry young children on their bike or carry children in a child seat, trailer or similar device; and

## 8. Liability

- a. Subject to paragraph 8(b), neither Tackle nor its agents or contractors shall be liable for:
  - i. any injury or accident causing loss or damage to a Participant or any third party where this is sustained as a result of a Participant taking part in the Event; or
  - ii. any loss or damage sustained by a Participant as a result of: the cancellation of the Event by Tackle for any reason; any changes made to the Event by Tackle for safety or any other reasons; or any circumstances beyond the control of Tackle.
- b. Nothing in these Terms and Conditions shall limit or exclude Tackle's liability in respect of death or personal injury sustained as a direct result of:
  - i. the negligence, breach of statutory duty or fraudulent misrepresentation of Tackle, its agents or contractors; or
  - ii. a deliberate act or omission of Tackle, its agents or contractors.
- c. Subject to the terms of paragraph 10 below, Tackle shall not be liable for any loss or damage sustained by a Participant as a result of: the cancellation of the Event by Tackle for any reason; any changes made to the Event by Tackle for safety reasons; or any circumstances beyond the control of Tackle.
- d. Nothing in these Terms and Conditions shall affect any statutory rights to which the Participant may be entitled as a consumer.

## 9. Withdrawal and refunds

- a. All Registration Fees are non-refundable and may not be deferred toward a future event.
- b. A Participant may transfer their registration to another individual for that year's Event at the sole discretion of Tackle by contacting the Tackle events team. Any unapproved assignment, transfer or sale of a Participant's registration may result in delay and/or difficulty in the event of an emergency and such transfer, assignment or sale may result in disqualification of the Participant from the Event.
- c. No refund shall be given under any circumstances for purchases of travel tickets, T-shirts, hoodies or other merchandise save in accordance with the terms and conditions of purchase for items bought directly from Tackle or statutory consumer law.

## 10. Cancellation and changes to the Event

- a. In the event that Tackle is forced to cancel the Event for any reason, Tackle will notify each Participant as soon as possible, and if a Participant wishes to claim a refund of its Registration Fee, the Participant must notify Tackle of this in writing within 15 days of Tackle sending notification of the Event cancellation.
- b. Tackle reserves the right to alter the Event Date, the start time or other details of the Event as required. If changes to the Event are made, Tackle shall update the Event Information on the Website and notify all Participants affected as soon as reasonably practicable. No refund in full or part shall be made in respect of any change to the Event, subject to paragraph 10(c) below.

- c. In the event of a change of the Event Date, Participants will have the right within 15 days of receiving notice of the change to:
  - i. withdraw from the Event and request in writing a refund of their Registration Fee; or
  - ii. transfer their registration to another individual who agrees to be bound by these Terms and Conditions.
- d. If Tackle does not receive a written request from any Participant for a refund in accordance with paragraphs 10(a) or 10(c)(i) above, Tackle will treat the Participant's Registration Fee as a donation to the work of Tackle.

## 11. Photos and publicity

- a. Photographs and films may be taken throughout the Event by Tackle and/or its contractors and/or its agents. All Participants consent to all and any use in any current or future media by Tackle and/or its group companies of any photographs, images and/or films in which they feature, and the parents or guardians of any Young Person give consent in respect of their child(ren).
- b. All Participants and the parents or guardians of any Young Person acknowledge and agree that no payment will be made to any Participant for the use of any photographs, images or films in which they may feature.

## 12. Data Protection

- a. Each Participant agrees that information provided to Tackle in connection with the Event is true and accurate in all respects and may be used by Tackle in accordance with prevailing data protection legislation.
- b. Tackle will use the information provided by Participants to manage the Event and the Participant's involvement in it. Tackle will keep the Participant up to date with Tackle activities or provide any other information in accordance with their stated preferences.
- c. Tackle reserve the right to pass all information provided by a Participant to any first aid organisation or medical provider attending and assisting at an Event ("Medical Provider") for safety purposes. This is to enable the Medical Provider to:
  - i. administer first aid in the event that a Participant suffers illness or injury during the Event; and
  - ii. to contact the friends or relatives of a Participant, where necessary.
- d. Each Participant authorises any Medical Provider to administer first aid treatment or any medical treatment to the Participant or to transport the Participant in the event of any illness, accident or injury suffered by the Participant in connection with his/her participation in the Event.
- e. Each Participant agrees that any Medical Provider may provide Tackle with:
  - i. the names of any Participant that they treat during the Event together with details of the circumstances surrounding that treatment; and
  - ii. the name of any Participant who notifies the Medical Provider that they are withdrawing from the Event due to ill health or otherwise.

## 13. During the Event

- a. All Participants must abide by all rules relating to the Event set out in the Event Information and any instructions given by Tackle, their employees or agents before, during and after the Event. Failure to follow any such rules or instructions may result in Tackle refusing to allow the Participant to continue in the Event. Participants must retire at once from the Event if ordered to do so for any reason by Tackle, their employees or agents, any member of the Event's official staff, medical staff or any government authority.

- b. No illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be brought to the Event venue or used by Participants either before or during participation in the Event. Tackle reserve the right to refuse attendance at, or participation in, the Event by any Participant found to have consumed or to have in their possession any illegal substances, performance enhancing substances or intoxicants of any kind.

#### 14 .For Bike to the Moon Participants

- a. You should be physically fit enough to complete your event but, if you have any doubt about your health or have a medical condition, you should seek advice from your doctor.
- b. You should not take part if you are feeling unwell.
- c. Your equipment and clothing should be in roadworthy condition, comply with all relevant and applicable legislation and should be suitable for your event.
- d. You should wear a helmet at all times whilst doing your event.
- e. You should seek your parents' consent if you are under 18.
- f. You should make sure that you have suitable insurance for your event as Tackle Prostate Cancer's insurance arrangements do not extend to cover your event.
- g. You should understand that you enter your challenge at your own risk and Tackle will not be held responsible for any accident, injury or loss to you or anybody taking part in your event, prior to, during or after your event.
- h. You should collect all your sponsorship money as soon as possible after you have completed your event and make payment to Tackle Prostate Cancer. Please see the Sponsorship Form for more details.

#### 15. Acceptance of these Terms and Conditions

- a. By registering to participate in the Event, a Participant agrees to be bound by these Terms and Conditions.
- b. If any provisions in these Terms and Conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.
- c. Tackle may vary these Terms and Conditions from time to time and the up to date terms shall be available on the Website.
- d. These Terms and Conditions and any dispute or claim that arises out of or in connection with them is governed by and construed in accordance with English law. The English courts have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these Terms and Conditions.