



Lost Hours Walk Local 2021 Participant Terms

Thank you for your interest in Lost Hours Walk Local for CALM. By applying for entry into the event, you “the participant” are agreeing to these Terms.

Please read the following carefully and check the details provided are complete and accurate, before you submit the Registration Form.

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Terms.

- 1.1. **Registration Form:** the registration form to which these Terms are attached.
- 1.2. **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.3. **Participant:** a participant whether paying or not paying on the Event as confirmed by the charity.
- 1.4. **CALM:** CALM, a trading name of Campaign Against Living Miserably registered charity numbers 1110621 and Scot SC044347

2. COVID 19 TERMS

- 2.1. I agree to closely monitor and adhere to Government guidance regarding events and mass gatherings change at the time of my Lost Hours Walk Local event. I understand that the rules are subject to change with little notice.
- 2.2. I understand that if my Lost Hours Walk Local is cancelled, I will tell my fundraising sponsors immediately. I understand that my sponsors are entitled to a refund of any donations made upon request if my Lost Hours Walk Local is cancelled for any reason.
- 2.3. I agree to notify CALM in writing immediately of any changes to any of my details or circumstances, (including but not limited to, name, contact details).
- 2.4. I agree to not travel to a Lost Hours Walk Local event if I am showing any of the following recognised Covid-19 symptoms including but not limited to:
 - 2.4.1. A new continuous cough
 - 2.4.2. A high temperature
 - 2.4.3. A loss of, or change in your normal sense of taste or smell

3. PARTICIPATION

4.

5. I agree that anyone that is not 14 years old on the date of the event must be accompanied at all times by a responsible adult who is also participating in the event.
6. I agree that all participants shall be fully responsible for arranging and funding their own travel arrangements to and from the Lost Hours Walk Local event. CALM shall have no liability to you (or any third party) if you suffer any loss as a result of a Lost Hours Walk Local being cancelled, suspended or delayed.
7. I understand that if I elect not to participate in the Lost Hours Walk Local for any reason, I will inform any sponsors immediately.
8. I understand that my sponsors are entitled to a refund of any donations made upon request if my Lost Hours Walk Local is cancelled for any reason.
9. I understand that if the Lost Hours Walk Local is cancelled for any reason, I will not be entitled to a refund for any merchandise purchased through CALM.
10. I agree to notify CALM in writing immediately of any changes to any of your details or circumstances, (including but not limited to, name, contact details and medical conditions).

3. HEALTH, SAFETY AND FITNESS

I acknowledge that there may be risk of personal injury, death, loss or damage to yourself, to others or to property by participating in Lost Hours Walk Local.

I acknowledge that neither CALM, nor any of our subcontractors have any responsibility for assessing your capability to participate in Lost Hours Walk Local.

I agree that I am physically and mentally fit and able to participate in Lost Hours Walk Local and have obtained all required consents and clearances from my GP to participate.

11. I will take part at my own risk and will not hold CALM or any connected persons responsible for any accident, injury or illness sustained to the fullest extent possible in law.
12. I will fully prepare myself for the physical challenge and I will check with my doctor to ensure that I am medically fit to participate.
13. I agree that should any medical or physical condition arise prior to the Lost Hours Walk Local, which is likely to affect my ability to take part, I will withdraw from the event and confirm my withdrawal to CALM in writing.
14. I understand that CALM 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 Lost Hours Walk Local.

15. I shall be responsible for arranging my own suitable and adequate insurance protection to cover participation in the Lost Hours Walk Local, including without limitation cover:
 - for material loss/damage to any equipment I may use in the Event or personal property (including clothing);
 - any loss or damage I may cause to a third party;
 - sickness; or
 - negligence of any party.

4. FUNDRAISING

1. I agree that all fundraising activity undertaken as part of Lost Hours Walk Local will be for the benefit of CALM only.
2. I agree that all funds shall be raised using legal methods and I will not do anything that harms or is likely to harm CALM's reputation.

This includes:

- Raising funds through door-to-door collections
 - Collecting in a public place without first obtaining a collectors' licence from CALM and authorisation from the local authority
 - Collecting on private property without first obtaining a collectors' license from CALM and permission of the owner of the private property (includes pubs, shops etc)
 - Conducting a raffle or lottery without firstly contacting CALM and following any steps that CALM require
 - Putting on a public Event without firstly contacting CALM and following any steps that CALM require
6. I will not use the CALM logo without permission in writing.

5. SOCIAL MEDIA, VIDEO AND IMAGERY

1. I acknowledge that CALM have no control over images and/or videos taken by other participants who may use such images in the public domain.
2. I agree that CALM and its representatives have a licence to use images, videos and any other form of media from Lost Hours Walk Local and that any such images, videos or other media may be used by CALM or their representatives on any social media or other media platform, which you acknowledge may be made available to the public.
3. I acknowledge that:
 - i. once images or videos are in circulation or have been published, it may be impossible to remove them; and
 - ii. it is not CALM's responsibility to remove the images or videos, save for any videos or images on our website or social media platforms.

4. I consent to being filmed/photographed by CALM or someone contracted by CALM in relation to Lost Hours Walk Local. The rights to such footage or photographs will be CALM's.
5. I give permission for the free use of your name, picture, image, feedback and comments in any future publicity, advertising, fundraising materials and/or promotion in perpetuity.
6. I agree that no payment will be made for the use of any photographs, images or films in which I may feature.

6. DATA PROTECTION

1. I agree that information provided to CALM in connection with the Event may be used by CALM in accordance with current prevailing data protection legislation.
2. I understand that CALM will use the information that I provide to manage my involvement in Lost Hours Walk Local. CALM will keep all Participants up to date with CALM activities or provide any other information in accordance with their stated preferences.
3. I understand that CALM may disclose my information to JustGiving and any other service providers (who could be located outside the UK/EEA) for the purpose of providing you with our services. Only information necessary for this purpose will be disclosed to them.
4. I agree that by submitting my Registration Form I am consenting to such collection, use and disclosure of such data. I also agree for my insurers, their agents and medical staff to disclose relevant information (which may contain sensitive personal data) to CALM in circumstances where we need to act in your interest.

I have the right to ask in writing:

- a. for a copy of the information CALM holds about me (for which we may charge a fee) and to correct any inaccuracies in Your Information; and
 - b. to ask not to receive direct marketing material about CALM products and services if you no longer wish to receive them.
5. CALM confirms that we have taken all reasonable steps to have in place appropriate security measures to protect Your Information.

8. ACCEPTANCE OF THESE TERMS AND CONDITIONS

1. By registering with CALM to participate in Lost Hours Walk Local, I agree to be bound by these **Terms and Conditions**.
2. 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.

3. CALM may vary these **Terms** and **Conditions** from time to time and the up to date **terms** shall be available on the Website.
4. 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 the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with these **Terms** and **Conditions**.
5. In the unlikely event you have a complaint you should contact CALM who will, where possible, attempt to resolve your complaint as soon as possible.

You agree that any information provided by yourself in connection with CALM events may be recorded and used by CALM in accordance with our Privacy Statement which you can read [HERE](#).