

## TCS LONDON MARATHON TERMS & CONDITIONS

Definitions:

**The Army Benevolent Fund is a registered charity in England and Wales (1146420) and Scotland (SC039189).** The charity that has reserved Your place in the Event.

**“You/Your/Yourself”** means the person agreeing to be bound by these terms and conditions and who is using The Army Benevolent Fund place to take part in an Event.

**“Event”** means: TCS London Marathon

**“Event Organiser”** means the company London Marathon Events responsible for organising the TCS Money London Marathon.

**“Fee”** means the registration fee that You are required to pay to confirm their place in the Event.

### 1. Participation

1.1. You acknowledge that participation in the Event may be physically demanding, and You are aware of the nature of the Event and associated medical and physical risks involved.

1.2 You agree that you are physically capable of taking part in the Event and agree to be solely responsible for your actions and save as provided elsewhere in these terms and conditions, ABF The Soldiers’ Charity is not responsible for any injury or illness that You may suffer as a result of Your participation in the Event. You accept that should any medical or physical condition arise prior to the Event, which is likely to affect Your ability to compete, You will notify the charity immediately.

1.3 The minimum age of entry is 18 years at the date of the event.

### 2. Bookings, Payments and Your obligations

2.1 You shall complete ABF The Soldiers’ Charity Application Form. On successful application You will submit payment of the non – refundable **Entry Fee of £100.00**. You will also be required to register Your place on the Event console directly with the Event Organiser.

2.2 You shall not be eligible or entitled to participate in the Event and no binding contract shall exist between You and Us until We have provided You with written confirmation that the application was successful and full payment of the Fee has been received.

2.3 In order to take part in the Event, You agree to raise money for ABF The Soldiers’ Charity. The minimum sponsorship for a charity place in the Event is **£2,000** (excluding gift aid). You agree to pay all sponsorship monies to The Soldiers’ Charity by the 6th week after the event in accordance with the payment methods notified to You by Us from time to time.

2.4 You also agree to:

- a) notify Us immediately and in any event within 2 days if You become aware of any reason (whether medical or otherwise) why You may not or ought not to compete in the Event
- b) comply with any rules or regulation relating to the Event as We or the Event Organiser may notify You of from time to time

c) follow all instructions given to Us, the Event Organiser and any of Our of the Event Organiser's agents, employees or works, or any referees, stewards or other event officials in respect of the Event

### 3. Withdrawal, Cancellations or Alterations

3.1 The Fee is non-refundable save that We may in our discretion refund the Fee in limited circumstances such as:

a) the Event is cancelled by the Event Organiser provided that We receive a refund on sums We paid to the Event Organiser for the relevant places in the Event; or another reason we deem reasonable

You are unable to participate in the Event for reasons beyond Your reasonable control; 3.2 You acknowledge that ABF The Soldiers' Charity places are limited and payment of the Fee and reservation of the place has an effect on expenditure of the charity and charity income for the Event. Accordingly, You may only withdraw from the Event where:

a) If You withdraw from the Event due to injury, ill health, or any other personal reasons You agree to notify Us immediately; and

b) If You withdraw from the Event and notify The Army Benevolent Fund not less than 14 days prior to the Event (where possible) then upon request We may roll Your place over to the following year, provided such event takes place and such roll over is permitted by the Event. You shall only be entitled to roll entry over once and this is at the discretion of The Army Benevolent Fund.

and whether you are entitled to a refund of the Fee in such circumstances shall be as set out in clause 3.1 above.

3.3 Notice of withdrawal from the Event must be communicated by emailing [events@armybenevolentfund.org](mailto:events@armybenevolentfund.org). Date of receipt of notice will dictate whether or not a guaranteed place is offered for the following year, which are granted at our discretion.

3.5 Places on the Event are strictly limited and are subject to availability. We may refuse entry to, remove or exclude or cancel Your place in the Event if:

a) We receive more applications for places on the Event than there are available places.

b) We consider that you are (due to physical or health reasons or otherwise) incapable of participating in the Event without endangering Yourself or others.

d) We consider that your participation in the Event will bring the Event, the Event Organiser or ABF into disrepute or otherwise damage the reputation of the charity, the Event or the Event Organiser.

e) You fail to reach the minimum sponsorship requirement in the required timescales as set out in clause 2.3 above; and/or

And whether You are entitled to a refund of the Fee in such circumstances shall be as set out in clause 3.1 above.

3.4 Your place in the Event is personal to You and You may not transfer it or any of Your other rights or obligations to any other person without our prior written consent and provided that the Event Organiser consents to such transfer. We may refuse to consent to such a transfer where it is reasonable for Us to do so.

### 4. Publicity and Results

4.1 By taking part in the event you agree that The Army Benevolent Fund reserves the exclusive right throughout the world (and You hereby irrevocably grants ABF such exclusive right (at no cost)) to:

a) Interview; and/or Photograph; and/or Film

You at the Event and before and after the Event as The Army Benevolent Fund may reasonably require in connection with the Event and We may use, any material produced as a result of this right.

4.2 Whilst We will use reasonable endeavours to obtain Your express permission to use images, videos or recordings of You, this is not always possible and so You agree that We may use, reproduce or resell any photos, videos or recordings of You which are taken during the Event for purposes related to the Event or the promotion of The Army Benevolent Fund.

4.3 We own all rights (including all intellectual property rights) in any material produced by Us or on our behalf (without incurring any costs to You) and You shall obtain no rights in relation to the same.

## **5. Our responsibility for loss or damage suffered by You**

5.1 You acknowledge that:

b) You are taking part in the Event at Your own risk;

c) Although we have carefully Selected the Event and the Event Organiser, The Army Benevolent Fund is not the organiser of the Event.

## **6. Data Protection**

6.1 By entering into this agreement, You agree that any personal information provided by You or collected about You in connection with the Event may be held and used by Us in relation to the Event and its promotion.

6.2 You also agree that the personal information provided by You may be shared with:

a) the Event Organiser who may use it in connection with the organisation and/or administration of the Event or for other reasons associated with the Event; and

b) With the media for reporting on the Event, with your agreement

6.3 We will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with Our privacy policy (which can be found at <https://armybenevolentfund.org/privacy/>)

6.4 You agree to inform The Army Benevolent Fund of any changes to the information supplied in Your original application as soon as such changes occur.

6.5 We will be the data controller of the information which You provide Us or which we obtain in relation to the Event and the Event Organiser will be the data controller of any information which We pass on to them pursuant to clause 6.2.

**Fundraising declaration**

*By signing this declaration, you pledge to raise a minimum of £2,000 (excluding Gift Aid) The Army Benevolent Fund by the 6th week after the event and to pay a non-refundable registration fee of £100.00 and agree to be bound by these terms and conditions if your application is successful.*

**Participant signature:****Print name: Date**