

**JULIA'S HOUSE – THE DORSET & WILTSHIRE CHILDREN'S HOSPICES
GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN EVENTS**

1 GENERAL

- 1.1 These terms and conditions (**Terms**) apply to all events organised for the benefit of, or events for which entry places are provided by, Julia's House – The Dorset & Wiltshire Children's Hospice (each an **Event**). By registering for an Event, you agree to comply with these Terms.
- 1.2 Julia's House Limited is a registered charity and a private limited company with company number 03465868 and its registered office address at Barclays House, 1 Wimborne Road, Poole, BH15 2BB (**Julia's House**). Registered Charity No. 1067125.
- 1.3 All Events are on behalf of Julia's House and will be organised or hosted by different providers depending on the Event in question. To the extent a provider has its own terms and conditions which apply to the Event, these will be provided to you. By registering or participating in the Event you are agreeing to comply with the relevant provider's terms and conditions.
- 1.4 A representative of Julia's House and/or, where applicable, a representative of the Event provider, will be in attendance at each Event (**Event Representatives**).
- 1.5 If you have any questions please contact Event Fundraising on 01202 644220 and a member of the team will be happy to help you.
- 1.6 For the purposes of these Terms, references to "you" mean the individual registering for an Event, and "your" shall be understood accordingly.

2 PARTICIPANT ENTRY

- 2.1 In order to participate in an Event you must where applicable, provide a completed registration form and pay the entry fees.
- 2.2 Julia's House reserve the right at any time (whether before or after you have registered for an Event), without liability, to refuse participation to you or any other participant without providing a reason.
- 2.3 Julia's House is not required to refund or pay any of your costs due to you not being able to participate in the Event. Payments received by Julia's are donations and not a payment in return for the provision of services.
- 2.4 Julia's House reserve the right to close access to the Event location at or after the time notified to you in advance. If you have not finished the Event by this time but you choose to continue you do so at your own risk with the understanding that you are no longer considered a participant of the Event and as such you are not eligible for any Event resources (including but not limited to check points, refreshments, course direction/support, personnel and event insurance etc.). You shall progress entirely at your own risk and, subject to paragraph 12, Julia's House shall have no liability in this regard.

3 ENTRY FEES

- 3.1 Entry fees for each Event are set out on the Julia's House website.
- 3.2 Entry fees and any applicable transfer costs such as travel costs are non-refundable unless paragraph 4.3 below applies.
- 3.3 Entry fees and transfer costs are deemed to be a contribution towards the administration costs of putting on the Event. The entry fees and transfer costs paid are a charitable donation and a contribution towards administrative costs.

3.4 Julia's House cannot guarantee availability of places on any particular Event.

4 **CHANGES, CANCELLATIONS AND LAST MINUTE ARRANGEMENTS**

4.1 If you arrive late to an Event you must abide by the instructions and decisions of the Event Representatives in attendance at the Event. For health and safety reasons it is possible that latecomers will not be permitted to take part.

4.2 Julia's House reserve the right without liability to:

4.2.1 reduce or alter Event courses at any time for any reason without prior notice;

4.2.2 postpone an Event at any time for any reason without prior notice; and

4.2.3 postpone or cancel an Event at any time for any reason outside of our reasonable control (**Force Majeure**), including but not limited to an epidemic, pandemic, or adverse weather conditions.

4.3 If Julia's House cancels an Event at any time for any reason without prior notice (excluding Force Majeure) and the Event is not re-arranged for a new date, Julia's House will refund your entry fees to you where you do not agree to donate the entry fee paid to us.

5 **CONDUCT**

5.1 You are fully responsible for your actions whilst taking part in an Event. Julia's House do not accept responsibility for your actions, nor the consequences of such actions.

5.2 You shall, and your supporters shall, abide by the rules and any rules, instructions or regulations displayed or given on the day of the Event by police and/or Event officials.

5.3 Julia's House respectfully asks that you and your supporters do not use aggressive or abusive language towards the Event organisers, Event Representatives, marshals, officials, volunteers and other participants. You should also avoid behaving in a way which may cause injury or harm to other participants and/or spectators, or which may cause offence or damage the reputation of Julia's House.

5.4 You shall, and your supporters shall, be respectful of local residents, not make excessive noise and use the litter and recycling facilities available.

5.5 Julia's House operate a no smoking policy at Events. Julia's House ask you and your supporters to refrain from smoking during the Event and at the thank you party.

5.6 Dogs are only permitted to take part in certain Events. If this is permitted for an Event you have registered for this information will be made available to you in advance. Where dogs are allowed to take part in the Event Julia's House reserve the right to refuse entry to the registration site or the Event course to any dogs that are not on a lead.

5.7 Any participant who brings their dog(s) to any event where they are not permitted to do so will be refused entry to the registration site or the Event course.

6 **HEALTH AND SAFETY AND MEDICAL**

6.1 You and your supporters must adhere to the latest government guidance and laws regarding COVID-19 at all times. Please refer to www.gov.uk/coronavirus for the most up to date information.

- 6.2 You and your supporters will not be permitted to attend or participate in an Event if your attendance is in breach of government guidance and/or laws regarding COVID-19, including, but not limited to, travel restrictions to travel to and/or from an Event.
- 6.3 You and your supporters must not attend or participate in an Event if you have any symptoms of COVID-19, have tested positive for COVID-19 or if you have been in contact with anyone who has tested positive unless you have completed the recommended isolation period and have since tested negative for COVID-19.
- 6.4 If you are unable to participate in the Event due to ill health any entry fees and applicable transfer costs such as travel costs will not be refunded.
- 6.5 You must be confident that you are physically and mentally capable of participating in the Event. If you are at all unsure about this, you should seek medical advice from your GP before the Event.
- 6.6 Certain Events may not be suitable if you have restricted mobility, for example, due to the nature of the terrain. Julia's House will provide you with a description of the Event that you have registered for and it is your responsibility to determine whether you have sufficient mobility. Julia's House are happy to provide more detailed information about any Event upon request.
- 6.7 Irrespective of paragraphs 6.1 and 6.2 above, Julia's House reserve the right to refuse entry to an Event in its absolute discretion, with no refund provided, if for whatever reason Julia's House consider a person unfit to take part. Julia's House may also ask you to withdraw during an Event if it has concerns about your ability to complete it due to fitness, injury or otherwise. If you choose to continue you do so with the understanding that you are no longer considered a participant of the Event and that you absolve Julia's House of all and any responsibility, and progress entirely at your own risk.
- 6.8 You are responsible for ensuring that you are wearing appropriate attire (including, but not limited to, footwear) when taking part in an Event, taking into account the nature of the Event and the weather forecast.

7 FILMING AND PHOTOGRAPHS AT EVENTS

- 7.1 Julia's House will be photographing and filming throughout the day including, but not limited to, any after-party, which may include group footage or group photographs of you, your family or your team. These images may be used to promote the charitable purpose using live streaming online or repurposing for publication elsewhere, which may include any of the following:
- 7.1.1 Media: newspapers, magazines, websites, social media;
 - 7.1.2 Media: broadcast outlets (radio & TV);
 - 7.1.3 Social media: Facebook, Twitter, Instagram, LinkedIn, YouTube;
 - 7.1.4 Printed and online fundraising materials including leaflets, brochures and posters;
 - 7.1.5 Printed material for retail outlets and hospices;
 - 7.1.6 Photographs/display boards to be used at events in our hospices and shops;
 - 7.1.7 Julia's House website;
 - 7.1.8 Fundraising and awareness film; and/or
 - 7.1.9 Via private album or online galleries to other people attending the event e.g. Flickr.

- 7.2 All images and footage that require consent, as detailed in paragraph 7.6, will be stored securely for a period of 2 years. All images and footage that do not require consent will be stored securely for a period of 5 years. Once the specified amount of time has elapsed they will be disposed of in accordance with current data protection regulations and the Julia's House privacy policy www.juliashouse.org/privacy-policy.
- 7.3 Once available on digital channels Julia's House is not responsible for the use of images by third parties.
- 7.4 The photographers/videographers will not store or retain any images (static or video) after they have been passed on to Julia's House.
- 7.5 If you do not wish to be included in any photographs or videos, you should speak directly with the organiser or the photographers/videographers. Every effort will be made to exclude you, however, Julia's House asks that you avoid areas where active photography is taking place.
- 7.6 Where singular images or footage are taken during the event, Julia's House will seek consent during the Event or prior to publication, promotion or advertising. This also applies to images or footage of those aged under 16 where Julia's House would seek parental/legal guardian consent. If only crown or rear shots are included permission will not be sought. The consent form outlines your giving of consent, however you can change your consent preferences at any time by calling the PR team on 01202 644 220 or emailing PR@juliashouse.org.
- 7.7 Julia's House may use photography or video that you share on your social media channels where you tag Julia's House. Photos and video may be used in Julia's House publications, promotion, advertising and social media channels. By tagging Julia's House via social media channels you are consenting to your photography and film being used by Julia's House.

8 AUCTIONS, RAFFLES AND PRIZES

- 8.1 Each item in a raffle is defined as a "prize". Event attendees may purchase multiple raffle tickets.
- 8.2 No raffle tickets can be sold to, on behalf of, or for a person under the age of 16 years. Julia's House reserves the right to carry out age verification checks. If a ticket is sold unknowingly to, on behalf of, or for a person under the age of 16 he/she will be exempt from the raffle and will forfeit his/her prize and the stake will be returned.
- 8.3 Raffle tickets will be entered into the draw only when the whole payment is received in advance of the draw.
- 8.4 Julia's House accepts no responsibility for raffle tickets which are lost, damaged, illegible or from which the prize winner cannot be identified, or for any technical failure or event which may cause the competition to be disrupted or corrupted.
- 8.5 The result of the raffle draw is final. No correspondence will be entered into.
- 8.6 Please keep the raffle ticket or allocated number as proof of purchase.
- 8.7 Certain prizes have been kindly donated by third parties and as such any respective terms and conditions are applicable. By bidding on a Lot or purchasing a raffle ticket you are agreeing to comply with the applicable terms and conditions.
- 8.8 All Lots and prizes are "as is." Julia's House has attempted to describe the items correctly but is in no event responsible for the correctness of descriptions, genuineness, or condition of the items.
- 8.9 In the event of a supplier not being able to provide the original Lot or prize, Julia's House will endeavour to source an alternative of similar cash value to the original prize or Lot. If no alternative is found the winner will be offered a refund or asked if they would like to donate part or all of their bid amount or raffle ticket cost to Julia's House.
- 8.10 There will be no exchanging of Lots or prizes nor refunds permitted. No cash alternative will be offered.

- 8.11 Unless otherwise agreed by Julia's House, prizes or Lots will not be released to the winner until payment has been received and cleared funds have been received.
- 8.12 In the event of Julia's House being unable to contact a winning bidder or winning raffle ticket holder within seven days of the closing of the auction or draw, or of the payment not being received within 21 days of a winner being notified, Julia's House reserves the right to award the Lot or prize to the next highest bidder or apply the Lot or prize as it sees fit, including for use in future auctions or raffles.
- 8.13 In the event that a prize is not won at the original event or donated back to Julia's House, Julia's House will contact the prize donor in order to request and obtain consent that the prize be entered into another raffle or auction deemed appropriate by Julia's House.
- 8.14 Julia's House reserves the right to add or withdraw items, without notice, to or from the auction or raffle at any time.
- 8.15 Unless otherwise stated in the lot description, the winner is responsible for making all arrangements and meeting all costs out of their own pocket that may be necessary to take up and enjoy their lot including, but not limited to, costs of travel, accommodation, food and other incidentals, travel insurance, medical checks and/or vaccinations and obtaining any other necessary documentation including passports and visas.
- 8.16 To the extent permitted by law, Julia's House does not accept any responsibility or liability for any loss, damage, claim or costs arising from or incurred by participation in the auction or raffle or the fulfilment of any Lot or prize.

9 USE OF PERSONAL DATA

- 9.1 By providing personal data when you register for an Event, you confirm that you consent to such data being used by Julia's House for the purposes of organising, staging and administering the Event. If you provide personal data on behalf of additional entrants, you also confirm that you have obtained their consent for such data to be used for the same purposes. In the case of an emergency Julia's House may also pass personal details provided to the emergency services or health care professionals, and also use them for the purposes of contacting your emergency contact.
- 9.2 If the Event involves a partner organisation, your data may be shared with them before and/or during the Event. As data processors the Event organisers are obliged to delete your data immediately after the Event or after a set period where legality requires.
- 9.3 First aid facilities will be provided at each Event. You consent to your details (which will be obtained by medical providers if you are treated by them at an Event) being passed to Julia's House, but Julia's House shall only use these details for administration and health and safety purposes and to fulfil its legal obligations.
- 9.4 All medical details or other data deemed sensitive (driving licence/passport) will be stored securely by Julia's House for a period of one month after the Event after which time they will be permanently deleted.
- 9.5 Julia's House will retain your address details and transaction history for administrative purposes and may be used for the purposes of sending communications to you where you have confirmed that you would like to receive further information about the charity's work. You have a right to change your communication permissions as any time. To do so contact the Supporter Care team on 01202 644 220.
- 9.6 All personal data held by Julia's House will be handled in accordance with the Data Protection Act 2018 and Julia's House's privacy statement which can be found at www.juliashouse.org/privacy-policy.

10 LIABILITY

- 10.1 Use of the Julia's House website is subject to the Julia's House website terms and conditions.

10.2 You enter and participate in an Event entirely at your own risk. Julia's House shall not be liable for any injury, damage or loss to you in connection with these Terms or as a result of your participation or attendance at an Event, other than death or injury caused by the negligence of Julia's House. For the avoidance of doubt, nothing in this paragraph shall exclude or limit liability for any liability that cannot be excluded or limited by law.

10.3 Julia's House will not be liable to you or any third party for any loss suffered due to a Force Majeure event.

11 **JURISDICTION AND LAW**

11.1 These Terms shall be governed by the law of England and any dispute arising out of these Terms or your participation or attendance at an Event shall be subject to the exclusive jurisdiction of the courts of England.