Terms and conditions



1. General

1.1 These rules apply to fundraising challenges promoted by Northern Ireland Chest Heart and Stroke, for example Festive Dip and monthly challenges promoted via social media sites including but not limited to Facebook, Instagram, TikTok and X (previously Twitter. The Rules do not apply to events organised by Northern Ireland Chest Heart and Stroke, for which there will be separate terms and conditions.

1.2 By signing up to take part in a Challenge, you agree to comply with these Rules.

1.3 Please check this page from time to time, as we may occasionally amend these Rules and any changes will be binding on those taking part in Challenges.

2. About us

2.1 Northern Ireland Chest Heart and Stroke is a registered charity in Northern Ireland NIC 103593

2.2 Information about NICHS and the Challenges can be found at <u>https://nichs.org.uk/how-you-can-help/fundraising-events</u> and/or online groups set up by NICHS in connection with your Challenge which you may be invited to join forums. Forums may be hosted on third-party platforms, such as Facebook, and are moderated by or on behalf of NICHS.

2.3 If you have any questions or complaints about a Challenge, please contact <u>events@nichs.org.uk</u>

3. Signing up

3.1 Challenges are open to UK residents only. If you choose to sign up as a non-UK resident, NICHS will only be able to provide you with a limited amount of support.

3.2 Any age restrictions will be clearly set out within the description of each Challenge on our website and/or Forums. Where an age restriction applies, you must be the specified age or above on the day you sign up to take part in a Challenge. Where no age restrictions apply, if you are under 18 and choose to participate, you confirm that your parent/guardian has agreed: to your participation; to supervise your Challenge; and to accept responsibility for complying with these Rules (including setting up an online fundraising page and/or joining a Forum (as applicable) on your behalf).

3.3 You will need to sign up for a Challenge by following the instructions on our website and/or Forums.

4. Information and other support from NICHS

4.1 Challenges are designed so that you can complete them in your own time and in your own way. We provide information about each Challenge on our website and/or Forums and may provide fundraising materials for you to download. Copyright in all materials we provide is owned by (or licensed to) NICHS.

4.2 We may also provide tips on our website and/or Forums on how to stay safe whilst completing a Challenge. Please read these carefully and ensure you comply with them.

5. Social media

5.1 Access to Forums will be subject to: (i) any rules stipulated on the joining page of the respective Forum and (ii) the terms and conditions of the respective third-party platform on which the Forum is hosted.

5.2 By posting any content such as photos and videos on a Forum you acknowledge and agree to the following:

- You will minimise the volume of personal data that is included in your Content. In particular, you will not include your personal email address unless absolutely necessary.
- You give NICHS a royalty-free, non-exclusive, transferable, perpetual and worldwide licence to use and reproduce your Content for any purpose in any media (including without limitation newspapers and magazines, advertisements, publications, marketing materials, corporate communications, websites, television, radio and social media). The Content may be used to promote NICHS and its work both within the charity and to the public including through advertising, fundraising, health campaigns and education.
- We may alter, cut, add to and/or edit your Content in any manner, and/or combine your Content with other materials, without seeking further permission from you. Third parties may use, edit and/or reproduce the Content in the course of supporting NICHS and its work.
- You agree that (i) you own the copyright and waive any moral rights in the Content, or that you have obtained all necessary rights, consents and/or waivers from the owner to upload the Content; (ii) you are the person featured in the Content and/or you have permission from any person(s) appearing in your Content (and, if they are under 16, their parent or legal guardian as well); and (iii) our use of your Content in accordance with these Rules will not violate any other rights of any third party or any law
- NICHS will keep all Content and use it for such period as it considers appropriate (usually 5 years). After this point we will continue to store the Content for our historical record but will contact you again to ask your permission should we wish to re-use it.

5.3 NICHS may remove any content posted by you or access by you to a Forum if you do not comply with these Rules, the Forum Rules or the Platform Ts and Cs.

6. Free items, competitions and prizes

6.1 We may give you the opportunity to order a free item to use or wear as part of a Challenge. These items are subject to availability and may be withdrawn by NICHS at any time.

6.2 We may occasionally run competitions and/or offer prizes as part of a Challenge

7. Sponsorship Money and Donations

7.1 Any monies raised in connection with a Challenge are held on trust for NICHS. All participants have a legal responsibility to ensure that all sponsorship monies/donations received in connection with a Challenge are paid to NICHS and we ask that you do this as soon as possible after your Challenge finishes. Money pledged via online fundraising pages (e.g. NICHS fundraising pages, third party platforms) is collected automatically. Other ways to pay in sponsorship monies/donations are as follows:

- Call the telephone number 02890320184 and provide the name of the Challenge you have participated in and credit or debit card details to make a payment over the phone.
- Send cheques made payable to "Supporter Care Northern Ireland Chest Heart and Stroke 21 Dublin Road Belfast BT2 7HB. State the Challenge you have participated in on the reverse.

7.2 Please ensure that all donation and/or sponsorship forms are filled out in full and are returned to us to enable Gift Aid to be claimed where possible.

8. Use of your information

8.1 By providing your information when you sign up for a Challenge, we will use this information for the purposes of administering the Challenge, and NICHS may also contact you to discuss your fundraising activity and follow up on your progress.

8.2 If you provide personal information on behalf of additional Challenge participants, please only provide this if they have confirmed that they are happy for you to do so as we will use this information for the same purposes.

8.3 Your personal information may also be used for the purposes of sending communications to you where you have confirmed that you would like to receive further information about NICHS work when registering for a Challenge.

8.4 All personal data held by us will be handled in accordance with applicable privacy laws and NICHS privacy policy.

9. Liability

9.1 You enter Challenges entirely at your own risk. NICHS shall not be liable for any injury, damage or loss to you or your property that might occur as a result of your participation in a Challenge, other than in respect of any injury or loss arising as a result of our negligence. For the avoidance of doubt, nothing in this clause shall exclude or limit NICHS's liability for any liability that cannot be excluded or limited by law.

9.2. You must ensure that you have obtained consent from the owner of any privately owned land or premises at which you choose to carry out your Challenge.