

## **Third party event fundraiser terms and conditions**

### **1. The Event**

- a. The event is not organised by Northern Ireland Chest Heart and Stroke but a third party (event organiser).
- b. As the event is organised by a third party, all NICHS participants are also subject to these terms and conditions, in addition to the event organiser's own terms. Both terms and conditions must always be fully complied.

### **2. Application**

#### **Individuals may apply to be a NICHS participant by:**

- a. Securing your own place directly with the organisers of the event and paying your registration fees to the event organiser (an Own Place)
- b. Securing a charity place with NICHS and paying the registration fee(s) directly to the charity.
- c. Applying for a charity place with NICHS, to be offered on the provision a registration fee(s) is paid directly to the charity. Individuals must acknowledge and agree that their application does not guarantee a place in the event.

### **3. Charity place individuals**

- a. Each charity place individual agrees to raise the minimum fundraising target (excluding gift aid and registration fee) for their chosen event(s), set by NICHS. Details of the minimum fundraising target can be found on the relevant NICHS event page.
- b. If an individual is offered a charity place from the application process, they must raise the minimum fundraising target (excluding gift aid and registration fee) set out by NICHS. If no minimum fundraising target is given, the individual must raise the amount pledged in their application.
- c. Each charity individual must also confirm their details with the organisers, through a confirmation system and/or console. These will be emailed to all individuals and must be completed 3 weeks before the deadline set by the organisers. NICHS reserves the right to withdraw the participant if they have not registered with the organisers within these timeframes. The place will then be offered to another individual on the NICHS waitlist. If an individual loses their place due to the above, they will not be entitled to a refund of their registration fee(s).
- d. All fundraising activity undertaken as part of the event, must solely support NICHS.

### **4. Entry forms and fees**

- a. All charity place individuals must pay a non-refundable and non-transferable registration fee to NICHS prior to the event.
- b. Charity place and own place individuals must complete the NICHS registration form.

### **5. Registration and fundraising (for charity and own place individuals)**

- a. All NICHS charity and own place individuals must register with the charity and the organisers of the event.

- b. Charity and own place individuals agree that all funds raised use legal methods and follow guidance provided by NICHHS and/or Fundraising regulator guidelines where appropriate.
- c. Own place individuals must have secured their place directly with the organisers, through a ballot and/or application and have paid a registration fee if applicable.
- d. All funds raised must be sent to the charity within the fundraising deadline set out in the event registration form.
- e. Any charity place individuals who register for an event as a team, must agree to raise the minimum fundraising target per individual. Discounts on team fundraising targets are at the discretion of NICHHS and will be confirmed in writing.
- f. Your charity or own place cannot be transferred to another individual after the event organisers registration deadline. This is strictly prohibited.
- g. All individuals take on the event at their own risk. By registering or applying, all individuals agree that, as far as they are aware, they are sufficiently fit and physically able to take part in the event. If the individual has any known medical conditions, the individual should obtain approval from their doctor before registering and taking part in the event.
- h. Each individual is responsible for assessing their fitness to ensure they are sufficiently fit to train and/or take part. Should any medical or physical conditions arise prior to the event, they should seek medical advice and if unable to participate, withdraw from the event.
- i. Charity and own place individuals agree by registering with NICHHS to raise funds for the charity and not in return for their event place.

#### **6. Charity place deferral, transfer, and cancellation by the individual(s).**

- a. Deferrals are offered to charity place individuals at the discretion of NICHHS. If a deferral is offered, this will be valid for one year and the individual must pay another registration fee for the event.
- b. If a deferral is offered to a charity place individual, it is at the discretion of NICHHS if any fundraising to date will be carried over.
- c. If an individual chose to cancel their place, the registration fee will not be refunded, and their place will be offered to another individual if applicable.
- d. If a charity place individual was unable to defer their place, a suitable event transfer may be offered at the discretion of NICHHS. This would be subject to pledging to raise the minimum fundraising target and paying the event registration fee.
- e. In the event of charity place transfer, deferral or cancellation individuals must send written confirmation by email to your NICHHS contact.

#### **7. Event cancellation or postponement by the organisers.**

- a. As the event is a third party and not organised by NICHHS, any changes to the event will be communicated by the organisers directly to individuals and NICHHS.
- b. As above, deferrals or transfers will be offered at the discretion of NICHHS, and if the charity has secured future places in the event. This will be dependent on the charity

contract with the event organisers providing the following; refund on charity package, roll places over and if the charity needs to purchase additional places for the following year.

- c. In the event of a cancellation from the event organisers, NICHS is not liable for any costs incurred by the individual. This includes, but is not limited to, clothing, equipment, travel (domestic and international) or accommodation.
- d. NICHS will make practical endeavours to communicate any changes to the event to everyone registered to take part.
- e. All individuals acknowledge and agree that the logistics and staging of the event is under control and management of the event organiser.
- f. If the event is cancelled the registration fee will not be refunded. If the event is postponed and the individual is unable to attend, the registration fee will not be refunded. Fundraising would not normally be refunded. But if requested by supporters, this will be reviewed by NICHS on a case by case basis and upon written request of the payee.
- g. In the event of a cancellation or postponement from the event organisers. All individuals will endeavour to complete their challenge virtually and meet their minimum fundraising target.

#### **8. Charity intellectual property and fundraising materials.**

- a. Charity and own place individuals agree to use NICHS branded fundraising materials to support their fundraising and collect donations towards their targets. Such as (but not limited to) collection tins and collection buckets.
- b. Charity and own place individuals acknowledge that the NICHS logo is intellectual property of the charity. Individuals must follow and use the charity brand guidelines when creating bespoke materials, with final sign off from the charity.
- c. If any individual breaches the above statement, NICHS have the right for any materials to be removed until brand guidelines are followed.
- d. Charity and own place individuals agree to return any unused fundraising materials including, but not limited to, collection tins, collection buckets, posters, leaflets, t-shirts and balloons to the registered address of NICHS no later than 4 weeks after the event date.
- e. Under no circumstances should collection tins or buckets be swapped or transferred to other NICHS individuals without prior knowledge or consent of the charity. Collection tins or collection buckets are strictly to be used to only collect donations for NICHS.