



Great North Run 2024 Terms and Conditions

Definitions:

“**US/We/Us/Our**” means US (Registered Charity Number 1166464)) of 60 Elmfield Road, Gosforth, Newcastle upon Tyne, NE3 4BD. 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 an US place to take part in an Event.

“**Event**” means Great North Run 2024

“**Event Organiser**” means the company The Great Run Company, Newcastle House, Monarch Road, Newcastle, NE4 7YB responsible for organising Great North Run.

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

1. Participation

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.
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, US 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 US immediately
3. You agree to the terms and conditions set out by the Event organiser for the Event you are involved in.
4. The minimum age of entry is 18 years at the date of the event.

2. Bookings, Payments and Your obligations

1. You shall complete the US Application Form. On successful application You will submit payment of the Entry Fee of £30.
2. Payment can be made either by bank transfer: Barclays Bank, Account Name: US, Sort Code: 20 83 69, Account No. 13944735, using your name as the reference, or by cheque made payable to US.
3. US only has a limited number of places for each Event, and therefore no guarantees can be given that your application will be successful. We also reserve the right to refuse any application at our absolute discretion, without providing reasons for doing so.
4. 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.

5. If your application is successful We will ensure that Your place is reserved for the Event, but You will still be required to register with the Event organiser to confirm your place. We will provide You with further information about this at a later stage. Please note that failure to register with the Event organiser may result in Your place being lost, but You will not be entitled to a refund in these circumstances if You have paid a fee for Your place.
6. In order to take part in the Event, You agree to raise money for US. The minimum sponsorship for a US charity place in the Event is £350 (excluding gift aid). You agree to pay all sponsorship monies to US by 31st October 2024
7. If You do not raise the minimum sponsorship detailed above in 2.6, You commit to submitting the outstanding payment shortfall personally.
8. All funds raised for US through the Event will be made payable to US.
9. You agree to raise all money using legal methods.
10. You also agree to:
 - a) notify Us immediately (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 or the Event Organiser's agents, employees or works, or any referees, stewards or other event officials in respect of the Event.
 - d) periodically update US on your progress towards your sponsorship target, both prior to, and following the Event, up to the sponsorship payment deadline.
11. If You do not take part in the event, all sponsorship forms and monies collected should be forwarded to US or returned to Your sponsors. You will not be able to claim reimbursement of any of the entry fee from US. Any sponsorship money received via online fundraising sites will be treated as donations unless Your sponsors contact US directly for a refund.

3. Withdrawal, Cancellations or Alterations

1. The Fee is non-refundable save that We may in our discretion refund the Fee in limited circumstances such as: 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
2. You acknowledge that US 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 notify Us immediately (within 2 days); and
 - b) If You withdraw from the Event You notify US not less than 7 days prior to the Event (where possible)
3. Notice of withdrawal from the Event must be communicated by emailing info@usactive.org.uk, or by writing to US, 60 Elmfield Road, Gosforth, NE3 4BD. Withdrawals must be agreed in writing.

4. Places in 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 in 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;
 - c) We consider that your participation in the Event will bring the Event, the Event Organiser or US into disrepute or otherwise damage the reputation of US, the Event or the Event Organiser;
 - d) You fail to reach the minimum sponsorship requirement in the required timescales as set out in clause 2.6 above; and/or whether You are entitled to a refund of the Fee in such circumstances shall be as set out in clause 3.1 above
5. 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. Gift Aid

1. We cannot claim Gift Aid on a donation that You or a close family member make towards Your event sponsorship as You are taking part in an event where US is contributing to Your entry costs, so counts as a gift aid benefit. A close family member is defined as Your spouse or civil partner, Your parents, Your siblings, Your children and grandchildren, as well as their spouses or civil partners.
2. We recommend that You set up a 'Justgiving' fundraising page. Visit <https://www.justgiving.com/u-s> and click on the 'Fundraise for US' button and follow the directions.
3. If You are also going to use a paper sponsorship form to collect Your donations then You need to download the US sponsorship form as this includes the relevant gift aid statement.
4. Please ensure your close family members do not tick the Gift Aid boxes. For further information on Gift Aid, you can go to the HMRC website at <https://www.gov.uk/guidance/gift-aid-what-donations-charities-and-cascs-can-claim-on#sponsored-challenges> or contact Us.

5. Publicity and Results

1. By taking part in the event you agree that US reserves the exclusive right throughout the world (and You hereby irrevocably grant US such exclusive right (at no cost)) to: Interview; and/or Photograph; and/or Film You at the Event and before and after the Event as US may reasonably require in connection with the Event and We may use, any material produced as a result of this right.
2. Whilst We will use reasonable endeavors 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 US.

3. We own all rights (including all intellectual property rights) to 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.

6. Our responsibility for loss or damage suffered by You

1. You acknowledge that:
 - a) You are taking part in the Event at Your own risk;
 - b) Although we have carefully selected the Event and the Event Organiser, US is not the organiser of the Event.
2. To the fullest extent permitted by law, US does not accept responsibility for any liability, loss, death, injury, damage or claim which may arise as a result of Your participation in this event, whether in relation to injury or loss to Yourself or to any other person.

7. Data Protection

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
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
3. We will take all steps reasonably necessary to ensure that Your data is treated securely.
4. You agree to inform US of any changes to the information supplied in Your original application as soon as such changes occur.
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 8.2.

Fundraiser declaration

By signing this declaration you pledge to raise a minimum of £350 (excluding Gift Aid) for US by 31st October 2024 and to pay a non-refundable and non-transferable registration fee of £30 and agree to be bound by these terms and conditions, if your application is successful.

SIGNED: _____

PRINT NAME: _____

DATE: _____