

40 in 40 Terms and Conditions

We are incredibly grateful that you have chosen to take part in our 40th Anniversary celebrations by signing up for the **40 in 40** challenge and raise funds for Behçet's UK (registered charity in England &

Wales 326679) as we could not continue our work without your support.

We are registered with the Fundraising Regulator so it is essential that all fundraising activities in aid of Behçet's UK follow their Code of Practice so please read these guidelines carefully.

By signing up to participate in this event and fundraise for Behçet's UK you agree to comply with them. If you are under 18, your parent or guardian must agree to accept responsibility for complying with these guidelines.

By applying to take part in 40 in 40, you agree to the following:

1. TAKING PART

- 1.1. You must be aged 18, or over upon registration otherwise you must have consent to take part from your parent or guardian.
- 1.2. You must be medically fit to participate in the event and do so at your own risk. Behçet's UK will not be held responsible for injury or illness resulting from your participation.
- 1.3. You must fully prepare for the physical challenge of the event and will check with your doctor to ensure you are medically fit to participate in the event.
- 1.4. You will not hold Behçet's UK responsible for any injury or loss to your property or person however caused, before, during or after the event.
- 1.5. You will comply with any health and safety and other rules or guidelines issued by Behçet's UK or the event organisers or anyone acting on behalf of either.
- 1.6. You will contact Behçet's UK if you are unable to take part in the event and forward any money raised to Behçet's UK.

2. FUNDRAISING

- 2.1. You agree to organise fundraising activities as an independent supporter of Behçet's UK. You must therefore refer to raising money "in aid of" Behçet's UK (and not "on behalf of").
- 2.2. You will use your best endeavours to raise money for Behçet's UK in connection with your participation in the event and, in particular aim to raise at least the specified fundraising target. Gift Aid doesn't count towards fundraising target.
- 2.3. When requesting donations, state that:
 - a) donations are for Behçet's UK, registered charity in England and Wales (326679);
 - b) donations will not be refundable even if you do not or cannot participate in or complete the event for any reason.

- 2.4. You agree that you shall comply with any instructions or guidance provided by Behçet's UK relating to your fundraising activity, but it is your responsibility to organise all aspects of any fundraising activity undertaken by you.
- 2.5. You will be responsible for any costs, taxes or expenses incurred or arising in connection with taking part in this event.
- 2.6. Unless Behçet's UK has provided you with branded materials, you may only use the Behçet's UK name and logo for your fundraising activities with our permission. Please email <u>info@behcetsuk.org</u> or call us 0345 130 7328 to discuss before ordering, printing or distribution.
- 2.7. Ensure that all materials include the text 'Registered Charity in England & Wales 326679'.
- 2.8. You must obtain prior approval from Behçet's UK before approaching any companies, press or celebrities to support your event.
- 2.9. You must NOT:
 - a) carry out house-to-house collections;
 - b) collect in any public place without first obtaining a collector's licence from the appropriate local authority (usually the council);
 - c) collect on private property, (including shops, pubs etc.), without first obtaining the permission of the owner;
 - d) resell or offer for auction any Behçet's UK merchandise without Behçet's UK's permission. 100% of all proceeds from any permitted activity of this type shall go solely to Behçet's UK;
 - e) not hold a raffle over more than one day without obtaining a licence from your local authority;
 - f) sell alcohol at any event without having the appropriate license.

3. SPONSORSHIP MONEY AND DONATIONS

- 3.1. In law, you will be a trustee of any funds raised and you will take responsibility for the safe keeping of money raised in the Behçet's UK's name, both during and after the event, until it is transferred to Behçet's.
- 3.2. You may not deduct any costs unless otherwise agreed with Behçet's UK.
- 3.3. You must forward all monies donated to Behçet's UK either by cash, cheque, CAF donate or via an online giving provider no later than two months after the event unless agreed otherwise with Behçet's UK.
- 3.4. You must ensure that all donations or sponsorship placed in Behçet's UK tins or buckets or through activities advertised as being in support of Behçet's UK, must go solely to Behçet's UK and no other beneficiary.
- 3.5. You must ensure that if collecting cash, it is counted in the presence of at least one witness and that this amount is written, signed by the witness(es) and this amount is sent to Behçet's UK.
- 3.6. Donations by cheque of £20 or more must be made payable to 'Behçet's UK' and you must ensure that these cheques are sent to Behçet's UK no later than 3 weeks after issue.
- 3.7. You must only use sponsorship forms issued by Behçet's UK and not use any other type of sponsorship form (unless otherwise agreed with Behçet's UK).
- 3.8. Please encourage donors and/or sponsors to make gift aid declarations where eligible, which may enable us to recover basic rate tax on such donations. Further information about the Gift Aid scheme can be found on our website at https://behcetsuk.org/giftaid
- 3.9. You will send Behçet's UK any completed sponsor forms with details of the names and addresses of and amounts donated or pledged by all sponsors no later than 4 weeks after your event. This will allow Behçet's UK to process gift aid on donations. Please note that we will not contact your sponsors.
- 3.10. All donations received to Behçet's UK will go to the Behçet's UK General Fund unless you request otherwise

4. USE OF PERSONAL DATA AND CONSENT

4.1. By providing your information when you sign up to fundraise for Behçet's UK, Behçet's UK can use the details to discuss your fundraising activity and follow up on your progress.

- 4.2. 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 the charity's work when signing up to fundraise for Behçet's UK.
- 4.3. All personal data held by us will be handled in accordance with applicable privacy laws and the <u>Behçet's UK</u> <u>Privacy Policy</u>.
- 4.4. We would love to receive photographs or videos taken during your fundraising activity/event. By sending these to Behçet's UK, you:
 - 4.4.1. agree that these may be used by Behçet's UK for commercial and/or fundraising purposes for a period of 5 years;
 - 4.4.2. you are confirming that anyone featuring prominently in the photograph or video is aged 16 or over, and that they have consented to their image being used in this way.
- 4.5. You are entitled to withdraw your consent at any time in writing or by emailing <u>info@behcetsuk.org</u>. On receiving your withdrawal of consent, your image will not be used in future publications and removed from our website and social media accounts however your image may continue to appear in materials (printed and electronic) already in circulation.

5. REFUNDING SPONSORSHIP MONEY TO SPONSORS

- 5.1. Sponsorship monies are given and pledged to be used to support the work of Behçet's UK. If, for any reason, the event is cancelled or the Participant fails to complete or does not take part in the event the sponsorship monies belong to Behçet's UK to support its work.
- 5.2. Behçet's UK will only refund donations in exceptional circumstances.
- 5.3. If Behçet's UK deems the refund of a donation possible then the donor has to complete a Behçet's UK refund pro-forma in order for the refund to be processed.

6. HEALTH, SAFETY AND FITNESS

- 6.1. You agree to take part in the event at your own risk and will not hold Behçet's UK or any connected persons responsible for any accident, injury or illness sustained to the fullest extent possible in law.
- 6.2. You agree to make sure that any equipment is in a safe condition: in good working order, including brakes and is roadworthy if applicable. Always wear the recommended safety equipment and we advise that everyone on wheels wears a helmet for their own safety.

7. LIABILITY

7.1. You will not do anything that threatens Behçet's UK's name or reputation. If you do, Behçet's UK has the right to ask you to stop your fundraising activity immediately.

8. DATES, VARIATION AND TERMINATION

8.1. Behçet's UK may vary or terminate this agreement by giving written notice (including by email) to the Participant, at any time.

Please contact us at <u>info@behcetsuk.org</u> or by calling 0345 130 7328 if you have any concerns or queries.

Should you or a member of the public wish to make a complaint, please see our <u>Complaint's Procedure</u> or contact us on the number or email above.