Walk Your Way 2017
Terms and conditions

These terms and conditions apply to Walk Your Way organisers ("you") who have registered to arrange your own Pink Ribbonwalk ("your event") to raise funds and awareness for Breast Cancer Care ("the charity"), registered charity in England & Wales 1017658, registered charity in Scotland SC038104. Your event must be conducted in accordance with these terms and conditions, which shall continue to apply until your event has occurred.

You confirm that you are 18 years of age or older. You agree that you will establish and/or obtain written consent from a parent or guardian for any participants under the age of 16.

You agree that Breast Cancer Care is not responsible for your event operations, and that your event and participation in it are at the organisers and participants’ own risk. Breast Cancer Care, its employees and its agents, do not accept responsibility or liability for any loss or damage or for any death or personal injury as result of your event.

You will ensure that your event adheres to all applicable laws and regulations, including relevant health and safety standards. You agree that you will risk assess your event as appropriate and obtain all necessary licenses or permissions needed for your event.

You acknowledge and accept that the charity’s insurance policy will not cover your fundraising activities. You therefore confirm that if necessary you have or will arrange your own Public Liability Insurance from a reputable insurer which is adequate and appropriate for your event.

Breast Cancer Care will provide supporting advisory documentation but does not give any warranty or accept any liability regarding any of the advice or assistance we provide to you.

You will be responsible for all costs and expenses relating to your event and you will indemnify Breast Cancer Care in respect of any and all costs, claims, loss or liability incurred by us as a result of your event or any breach by you of these terms and conditions.

Nothing in these terms and conditions shall limit or exclude Breast Cancer Care’s liability in respect of death or personal injury sustained as a direct result of the negligence, breach of statutory duty or fraudulent misrepresentation of the charity, its employees or agents or any deliberate act or omission of the charity, its employees or agents.

Breast Cancer Care will provide supporting online templates, materials and resources to be used during the event (the "Materials"). You agree to organise your event as an independent supporter of the charity and should therefore refer to raising money "in aid of" Breast Cancer Care, rather than on the charity's behalf. You will use the Pink Ribbonwalk name and charity logo in all materials and branding associated with the event but may not make changes to the names (Pink Ribbonwalk, Breast Cancer Care), logos or materials or use any other names and logos in connection with your event. You agree to stop using both Pink Ribbonwalk and Breast Cancer Care’s name, logos and materials immediately after your event, or if we ask you to do so at any time, and return all such materials to us if we ask you to. You acknowledge and agree that nothing in these terms and conditions will be deemed to vest in you any legal or beneficial right in the ownership of the Materials, all of which shall at all times remain the exclusive property of Breast Cancer Care.

You will not do anything that damages the name or reputation of Breast Cancer Care. Participants should be made aware of, and directed to abide by the **Countryside Code** and the **Highway Code Rules for Pedestrians**.
Breast Cancer Care asks all organisers and their supporters to be respectful of local residents during their event and not make any disturbance or behave in a way which may cause injury, harm or offence to other participants, supporters, staff or the general public or bring Breast Cancer Care into disrepute. As an organiser you will take steps to ensure that participants will not drop any litter but carry it with them until they can dispose of it responsibly.

All personal data collected must be handled in accordance with the terms of the Data Protection Act 1998 or the General Data Protection Regulation 2018, depending on which is applicable at the time, together “Data Protection Laws”. You agree that you will:

a) only access, use or otherwise process personal data to the extent necessary for your event;
b) restrict access to individuals who need to access the personal data in relation to your event, and ensure that such individuals are bound by appropriate confidentiality, data protection and data security obligations;
c) implement technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access or processing;
d) provide any cooperation or assistance requested by the charity in connection with the steps the charity takes to comply with Data Protection Laws insofar as they relate to your event.
e) make available all information requested by the charity to demonstrate your compliance with these obligations;
f) immediately delete all personal data collected in connection with your event;
g) notify the charity of any data breach immediately on becoming aware of it;
h) retain a written log of all processing of personal data performed in connection with your event.

By registering for Walk Your Way all organisers confirm that they consent to the use of their names, quotes, footage or photographs taken during their participation in the Pink Ribbonwalk(s) and passed to Breast Cancer Care, in order to publicise events and the charity generally, including, but not limited to, television broadcasts, publications, marketing material and other documents that may be made available to the public.

Photographs of children will only be used in this manner with a parent’s or legal guardian’s written consent. However, we may use images where children are incidentally included for example, of mass participation in the warm-up exercises or on the starting line. No personal details (including names) of an under 18-year-old participant will be used in any publicity materials without the written consent of their parent or legal guardian.

Breast Cancer Care will not pass personal data on to third parties other than in accordance with Breast Cancer Care’s legal obligations.

Stocks of Breast Cancer Care’s T-shirts are limited. In the event that the size requested by a participant is not available an alternative size will be provided, based on availability.

All organisers have a legal responsibility to ensure that all sponsorship monies/donations received via their event are paid to Breast Cancer Care as soon as possible after your event, in accordance with any agreed time frames, which shall not be later than [three (3) months] after your event takes place. You shall encourage donors and/or sponsors to make gift aid declarations where eligible.

All of your fundraising activities must abide by guidelines, based on the Institute of Fundraising Code of Practice, below.

I will:

1. Use my best endeavours to raise money for Breast Cancer Care, and not do anything to bring Breast Cancer Care into disrepute.
2. I shall pass 100% of all fundraising profit solely to Breast Cancer Care. Fundraising profit will not be utilized for profit or personal gain or be received by another cause, individual or registered charity.
3. Obtain and pay to Breast Cancer Care all money raised within three months of my fundraising activity.
4. Seek approval from the charity on any materials or promotional copy bearing the Breast Cancer Care name or logo, other than those provided via the organisers toolkit, prior to printing and distribution.

5. Ensure that all materials include the text ‘Registered charity in England & Wales 1017658, registered charity in Scotland SC038104’.

6. Contact Breast Cancer Care to obtain approval prior to approaching any companies, press or celebrities to support my event other than when using press template provided in organisers’ toolkit.

7. Not align my fundraising to any political party or candidate.

8. Not carry out house-to-house collections.

9. Not collect in any public place without first obtaining a collector’s licence from the appropriate local authority (usually the police or the council).

10. Not collect on private property (including shops, pubs etc.) without first obtaining the permission of the owner.

11. Refer to the Breast Cancer Care raffle guidelines if holding a raffle.

12. Not replicate or reproduce any official merchandise sold or provided by Breast Cancer Care or reproduce or amend the Breast Cancer Care or Pink Ribbonwalk logos.

13. Not resell or offer for auction any Breast Cancer Care merchandise without Breast Cancer Care’s express written permission.

14. Make sure my event, and any third parties involved, are fully insured as necessary and if required, and will not take unnecessary personal risks.

15. Acknowledge that Breast Cancer Care cannot accept any liability for losses, damage or injury to me or anyone who participates in my fundraising.

16. Return any unused fundraising materials that I will not require in the future to Breast Cancer Care.

17. Inform Breast Cancer Care at the earliest possible opportunity if I have to withdraw from, postpone, or cancel my event due to injury or any other circumstances.

I understand that Breast Cancer Care may terminate my rights to raise funds at any time.

Breast Cancer Care may vary these terms and conditions from time to time and the up to date terms shall be available on this website.