EVENT TERMS & CONDITIONS

1 BACKGROUND

The Kiltwalk is a registered Scottish Charitable Incorporated Organisation (Charity number SC042580) having its principal office at Mercantile Chambers, 53 Bothwell Street, Glasgow, G2 6TS ("The Charity"). The Charity was established to support and improve the advancement of education and the relief of those in need by reason of age, ill health, disability, financial hardship or other disadvantage.

Kiltwalk Trading Limited is a company incorporated in Scotland (company number: SC515326), whose registered office is at 53 Bothwell Street, Glasgow, Scotland, G2 6TS (the "Company"), and is a wholly owned subsidiary of The Charity. The Company has been established with the purpose of supporting the charitable purposes of the Charity, through trading activities and fundraising. One way the Company achieves this by the promotion of walking events throughout Scotland every year including The Mighty Stride (approximately 23 miles), The Big Stroll (approximately 15 miles) and the Wee Wander (approximately 4 miles) which walking events are herein referred to as "The Event").

2. **ENTRY**

2.1 Entry to the Event is by completion of a registration form prior to the Event and is subject to acceptance by us. We will email you to confirm acceptance of your registration. Acceptance is entirely at our discretion and Event entry will close when maximum participant capacity is reached, but no later than the Friday before the Event. By submitting a registration form, you agree to enter into the Event, to pay an entry fee or use a charity/corporate place for doing so and to abide by these Event Terms and Conditions, and any instructions given to you by The Company and its representatives or officials or rules relating to the Event particularly those relating to health and safety.

2.2 Participation in the Event is personal to you and is only transferable to another person via our authorised registration transfer process. You are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event or allowing any other person to wear your Event ID in form of a registration card and lanyard unless authorised by The Kiltwalk. Any breach of this condition shall render your entry void. If you are found to be in breach of this condition The Kiltwalk reserves the right to exclude you from participation in the Event and any future Events.

2.3 Your entry fee will go towards staging and running the Event. The entry fee is non-refundable other than as provided in the cancellation provisions set out in Clause 6 below.

2.4 Any person under the age of 16 wishing to participate in the Event must obtain the written consent of their parent or legal guardian in the form provided by The Kiltwalk for participation in the Event.

2.5 Once you have registered for the Event you are unable to switch to an alternative distance or start time without first notifying us. This is because The Event has strict capacity limits for each start time, and for health and safety reasons we need to make sure that neither the Event distance nor start time exceeds the Event's individual capacity. If you do wish to switch to an alternative distance or start time please contact us no later than 2 weeks prior to the Event on contactus@thekiltwalk.co.uk and we will endeavour to support your request. We cannot however guarantee being able to do so.

2.6 The Event officials reserve the right to refuse entry to participants who try to take part in the wrong Event distance or start time without prior approval. All participants arriving late must abide by the instructions and decisions of the Event director and other officials for The Event.

3. FUNDRAISING

3.1 By participating in the Event you have the option to raise funds for your chosen charity or local cause as selected by you during registration. Any funds that are unallocated to a specific charity, will be distributed via a third party acting as The Charity's distribution partner. For the current calendar year 2027 that third party will be Sir Chris Hoy's Tour de 4 fundraiser.

3.2 All participants have a legal responsibility to ensure that all sponsorship monies/donations received for the Event are paid directly to your chosen charity or local cause. Gift Aid on monies raised by you will be processed and claimed by your chosen charity where eligible.

4. EVENT PARTICIPATION & SAFETY

4.1 You warrant that you will be sufficiently fit and healthy on the day of the Event to participate in the Event and that you will be participating at your own risk. You are responsible for your own medical condition. If you are in doubt about your ability to take part in the Event or if you have any medical condition, consult your doctor prior to commencing your exercise programme or taking part in the Event. The Charity, the Company and any other charities benefitting from the Event and the Event sponsors do not accept any liability for the health of any participant. Any participant unsure of their physical ability to take part in the Event must seek professional medical advice prior to the Event.

4.2 Age restrictions apply to all participants. Only participants aged 13 and above can take part in the Mighty Stride; only participants aged 10 and above can take part in the Big Stroll; and only participants aged 5 and above can take part in the Wee Wander.

4.3 Children and young people age 16 and under must be accompanied by an adult for the duration of the Event. Groups of children aged between 5-7 years old must be accompanied by at least one adult for every eight children and for children aged 8 to 16 years old there must be one adult for every 10 children for the duration of the Event.

4.4 At all times during the Event you must adhere to all instructions given by the Event officials. You are required to wear sensible clothing and footwear suitable for participating in an event of the type you have entered, including warm and waterproof clothing if weather conditions so require.

4.5 You are not permitted to use any item that could potentially inhibit the flow or safety of other participants or which The Event officials, in their reasonable opinion, deem may cause danger or risk of danger to you or other participants.

4.6 No alcohol or drugs (other than those prescribed for a participant) is to be brought to the Event sites or consumed during the Event, other than if alcohol is able to be purchased and consumed within our enclosed End Site.

4.7 The Charity and/or the Company and the Event officials reserve the right to refuse entry to the Event or to ask you to cease participation if:

(a) you fail to follow instructions given by Event officials or

(b) you attempt to participate in the Event in a manner that we or the Event officials in our sole discretion consider:

* may cause injury to you or another participant;

* may damage or harm the environment;

* in our opinion is likely to cause offence to others including but not restricted to swearing, being abusive, threatening, violent or aggressive to others (including other participants, Event officials, volunteers and spectators) or causing a nuisance or making excessive noise;

* otherwise causes a risk or potential risk to health and safety;

* you fail to arrive at the start location at the specified time; or

* you are unable to make sufficient progress in the Event to allow you to complete the Event in line with timelines set by Event officials; or

(c) in our or the Event official's opinion you are unfit to participate in the Event because of:

* the consumption or use of alcohol or drugs; or

* an injury or illness; or

(d) either before or during the Event make repeated criticism of the Event, its participants or organisers or anyone involved with the Event on social or other media which said criticism may damage the reputation of the Charity.

Where entry is blocked or participation is ceased in accordance with this Clause we reserve the right to block your participation from any future Events.

4.8 Whilst participation in an Event with your dog is permitted and whilst we hold Public Liability Insurance, pets should however be insured by the participating owner. We do not accept any liability for any accident, injury or loss of any dog or pet during or after the Event and by participating in The Event with your dog, you do so at your own risk. Please check your dog's paws at regular intervals to ensure no injuries are sustained.

You are responsible for the dog's safety and behaviour at all times and must control your dog's behaviour. In particular, you agree to keep the dog on a lead in all instances. It is your responsibility to resolve any situations arising between your dog and others. It is not the responsibility of The Charity or the Company and the Event Official's to marshal the behaviour of any dogs at the start, finish or along the route of the Event and it is your responsibility to adhere to any specific rules that are imposed to The Kiltwalk with the venues used. These will be made known to you in advance of any Event.

You are responsible for cleaning up fouling by your dog during the Event. You should be aware that it is a chargeable offence if you do not immediately clean up fouling by your dog and dispose of the waste in any public litter bin.

5. MEDICAL INFORMATION

5.1 First aid facilities will be provided at the Event. In the event that you are required to use such facilities, you hereby consent to any details obtained by the medical providers, including details of your condition, medication, medical history and treatment, being provided to us. We shall only use these details for administration and health and safety purposes and to fulfil our legal obligations (including under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013). All medical details will be securely held by us. The information will be handled in accordance with the terms of current privacy and data protection laws including the UK General Data Protection Regulation and the Data Protection Act 2018, strictly in accordance with our privacy policy which can be found at www.thekiltwalk.co.uk/privacy. In the case of an emergency, you hereby agree

that we may provide any personal information that you provide to us to the emergency services or health care professionals for the purposes of treatment and may use them for the purposes of contacting your selected emergency contact.

5.2 We take reasonable steps to minimise the risk of injury to participants during fundraising events. There is a stringent risk assessment process in place for the Event, which aims to minimise or eliminate the risk to everyone taking part. By taking part in this Event, you acknowledge and agree that there may be conditions or circumstances beyond our control that can lead to unforeseen risks. If you have any concerns or queries, please contact The Kiltwalk at contactus@thekiltwalk.co.uk before agreeing to take part in this Event.

6. CANCELLATION & CHANGES

6.1 The Event is expected to take place on the date stated on the Kiltwalk website. However, The Charity and the Company reserves the right to change the exact date of the Event for any reason, including, without limitation, if advised to do so by local authorities, Police Scotland or the venues being used. No refunds or compensation will be paid to participants in these circumstances.

6.2 Should the course distance be reduced, you hereby agree that the Event is still deemed to be staged and that neither the Charity or the Company will be liable to you for any refund.

6.3 The Charity and/or the Company reserves the right to shut down the Event course and close access to the finish venue of the Event at 6.00pm on the Event day. Any participant who has not finished the Event by this time but chooses to continue does so at their own risk with the understanding that they are no longer considered a participant in the Event, and as such are not eligible for any Event resources (including but not limited to pit stops, suppliers, venues, refreshments, course direction/support, personnel etc), and that they absolve the Charity and the Company of all and any responsibility.

6.4 Certain parts of the Event course may need to be closed for health and safety reasons by a certain time in the day and all participants are asked to adhere to these rules. Any participant who has not finished this part of the Event by this time but chooses to continue does so at their own risk with the understanding that they are no longer considered a participant of the Event, and as such are not eligible for any Event resources (including but not limited to pit stops, suppliers, venues, refreshments, course direction/support, personnel etc), and that they absolve the Charity and the Company of all and any responsibility.

6.5 You should inform us immediately by contacting us on contactus@thekiltwalk.co.uk if you need to withdraw for any reason. If you do so, your entry fee will not be refunded but you will be permitted to have a guaranteed entry for the next year's Event subject to submitting a registration form and paying the entry fee. If you have obtained a place from a charity then the place will revert to the charity.

6.6 We may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, epidemic or pandemic threat, war, civil or political unrest, terrorism, inclement weather conditions or any other unforeseen circumstances. In such circumstances we will, if practicable, provide written notice of cancellation to the address given by you. In the event that written notice is not practicable due to the timescales involved we will use reasonable endeavours to provide other suitable methods of notice which may include, e-mail, mobile phone, text message, social media, television and/or radio broadcasts. Whilst you will receive a refund of the entry fee we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs.

7. **USE OF IMAGES**

The Event may be televised, filmed and/or otherwise recorded and photographs may be taken all of which may capture your participation in the Event. By registering for the Event, you are deemed to have given your consent for the publication of such photographs, filming, recording and broadcasts and their use by us and those authorised by us in any way which we may see fit now or in the future including but not limited to film, broadcast, radio, TV, publications and publicity. Any audio, visual, or audio-visual recordings that you make of the Event or any part of it are for personal use only and cannot be used for any commercial purpose.

8. **DATA PROTECTION**

8.1 The personal information on the registration form (including any sensitive personal data) and any other personal information you pass us whether through forms you complete, emails, texts or other communication with us is processed to enable us to organise, stage and administer the Event including but not limited to for the following purposes:

* to assess an applicant's suitability to participate in the Event;

* to make arrangements in connection with the Event, including but not limited to: booking and payment arrangements and provide you with training information and Event updates; and

* to ensure the safety and security of all participants in the Event, including but not limited to health and safety purposes.

Both the Charity and the Company act in accordance with the data protection legislation including storing your personal information securely. Full details of what we do with your personal information can be found in our privacy statement at www.thekiltwalk.co.uk/privacy

8.2 By selecting a charity or cause to receive your fundraising, you agree that we will share your name, address, e-mail address, telephone number and the link to your JustGiving fundraising page, if applicable, with your selected chosen charity or local cause to allow them to acknowledge receipt of your fundraising and to contact you by letter, e-mail and telephone to ask if you wish to receive further marketing information about them and future events organised by them or in which they are involved. The holding of such information by your chosen charity will be subject to their privacy policy and it is your responsibility to familiarise yourself with this. We have no responsibility for what your chosen charity does with that information.

8.3 You agree that your personal information may be anonymised and the anonymised data may be used in connection with the compilation of statistical information and to improve health and safety procedures at future Events.

9. **LIABILITY**

9.1 In no event shall we be liable to you whether for breach of contract, any delictual act or omission (including negligence) or otherwise, under or in connection with these Terms and Conditions of Entry for any:

* loss or damage;

* loss of profit;

* loss of reputation;

* loss of business, revenue or goodwill;

* loss of anticipated savings;

* pledges made on your behalf or by you to charity;

* consequential or indirect loss or damage, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.

9.2 You shall indemnify us and keep us indemnified against any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with your negligent actions or omissions whilst participating in the Event.

9.3 Nothing in these Terms and Conditions of Entry shall affect our liability for death or personal injury arising as a consequence of our negligence, fraud, or any other liability to the extent it cannot be excluded or limited by law.

10. **GENERAL**

This Agreement shall be governed by the law of Scotland whose courts shall have exclusive jurisdiction.