

Waiver

The Kiltwalk

The Kiltwalk is a charity registered in Scotland with the Office of the Scottish Charity Regulator (registered number SC042580) and having its principal office at Mercantile Chambers, 53 Bothwell Street, Glasgow, G2 6TS ("The Kiltwalk").

Kiltwalk Trading Limited (company number: SC515326), whose registered office is at 53 Bothwell Street, Glasgow, Scotland, G2 6TS (the "Company"), is a wholly owned subsidiary of The Kiltwalk, a charity registered in Scotland (registered charity number: SC042580), whose registered office is at 53 Mercantile Chambers, Glasgow. Kiltwalk Trading Limited donates distributable profits to The Kiltwalk in accordance with the Gift Aid rules.

The Virtual Kiltwalk Weekend

The Kiltwalk is the organiser of a virtual fundraising event (the "Event").

Kiltwalk: Registration Terms and Conditions

Entry fee

Your entry fee will go towards the organisation costs of the Event. The entry fee is non-refundable. If you have been automatically transferred to this event as a replacement for your original event, you will not be eligible for a refund.

Fundraising

Every pound which you raise for charity will be forwarded to your chosen charity. All participants have a legal responsibility to ensure that all sponsorship monies/donations received for the Event are paid to The Kiltwalk for onward transmission to your chosen charity or, where you have not chosen a charity, to one or more of The Kiltwalk's nominated charities. Details of the Kiltwalk's charities can be found at www.thekiltwalk.co.uk. Gift Aid is retained by The Kiltwalk and will go towards the organisation costs of the event.

Fundraising top up limit for this current year 1st January 2020 to 21st September 2020 is £5000 per walker or donor. This is a cumulative limit for all Kiltwalk events in the above period. All fundraising top ups are subject to deadlines and Trustee approval.

Declaration

* I understand that by failing to actively fundraise I may jeopardise my participation in the Event for future years. By selecting a charity or cause to receive my fundraising, I agree that The Kiltwalk will share my name, address, e-mail address, telephone number and the amount raised by me with my selected charities or causes to allow them to acknowledge receipt of my fundraising and to contact me by letter, e-mail and telephone with information about them and future events organised by them or in which they are involved.

* I hereby certify that the information that I have provided relates to me and is correct to the best of my knowledge and I hereby consent to the processing and transfer of my personal data, including any sensitive personal data, for the purposes set out in these Registration Terms and Conditions, the General Conditions of Entry and the Privacy and Cookie Policy.

Kiltwalk: Event Conditions

The Event

By submitting a registration form, you agree to enter into the Event and abide by these Event Conditions, Registration Terms and Conditions, and any instructions given to you by The Kiltwalk and its representatives.

Entry

To register for the Event, you must submit a registration form and pay an entry fee. Your registration will be confirmed by The Kiltwalk by e-mail. The entry fee is non-transferable and non-refundable. The entry fee contributes towards organising the Event.

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 and provide The Kiltwalk with a copy of such consent along with their registration form.

* Date of the Event: The Event is expected to take place on the stated dates, however, The Kiltwalk reserves the right to change the exact dates of the Event for any reason. No refunds or compensation will be paid to participants in these circumstances.

Changes to the Event: The Kiltwalk reserves the right to make any amendment to the Event that The Kiltwalk deems necessary. Any change to the Event will be communicated to you.

Cancellation by you

You should inform The Kiltwalk immediately by contacting The Kiltwalk on contactus@thekiltwalk.co.uk if you need to withdraw for any reason.

Cancellation by us

The Kiltwalk may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, war, civil or political unrest, terrorism, inclement weather conditions or any other unforeseen circumstances.

In such circumstances:

* The Kiltwalk 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 The Kiltwalk will use reasonable endeavours to provide other suitable methods of notice including, e-mail, mobile phone, text message, television and radio broadcasts;

* you will receive a refund of the entry fee; and

* in the event of cancellation of the Event The Kiltwalk will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs.

Event safety

Please ensure you stay safe at all times whilst participating in this event.

COVID-19: Participants must ensure they are following current government guidelines and practice safe social distancing measures.

All participants walk at their own risk and are 100% responsible for choosing a safe route to walk. In no event shall The Kiltwalk accept liability for any injury, loss or damage that the participant may suffer as a result of participation. your statutory rights remain unaffected.

We strongly advise that all participants wear sensible clothing and footwear, including warm and waterproof clothing if required.

Participation in the Event is personal to you; you are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event.

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.

Use of images

By registering for the Event, you are deemed to have given your consent for the publication of any images uploaded onto social media 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.

Liability

In no event shall The Kiltwalk be liable to you whether for breach of contract, any delictual act or omission (including negligence) or otherwise, under or in connection with General 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.

Nothing in these General Conditions of Entry shall affect The Kiltwalk's liability for death or personal injury arising as a consequence of The Kiltwalk's negligence, fraud, or any other liability to the extent it cannot be excluded or limited by law.

Conduct

The Kiltwalk respectfully asks all participants to be respectful of their local area and the communities which they are walking through in relation to the use of language and any litter disposal.

Medical information

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 taking part in the

Event. The Kiltwalk, the charities benefitting from the Event and the Event sponsors do not accept any liability for the health of any participant.

Data protection

The information on the registration form (including any sensitive personal data) is processed 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
- * to ensure the safety and security of all participants in the Event, including but not limited to health and safety purposes.

We may share your information with The Kiltwalk's Event partners. You hereby agree to the terms of The Kiltwalk's Privacy and Cookie Policy.

General

If there is a conflict or inconsistency between any provision contained in the body of these General Conditions of Entry and any provision contained in the Event Conditions, except where provided to the contrary in the latter, the Event Conditions prevail to the extent of the conflict or inconsistency.

The Kiltwalk: Code of Conduct

We're all in this for one main purpose, to walk for Scotland's charities, and we all go to extraordinary lengths to make this happen - from walkers to volunteers, staff to charities.

We ask Kiltwalkers to adhere to a very simple principle - to behave in an appropriate manner and to treat fellow walkers and the general public with respect. Whether whilst taking part in the Event or on social media, any offensive, abusive to threatening behaviour, acts of aggression or violence, intentional damage and general nuisance will not be tolerated and may result in you being removed from the event or your registration being cancelled for a future event.

If necessary, we will notify and provide evidence to the police. On social media repeated criticism of The Kiltwalk that may damage the reputation of the charity will be removed, and the persons involved may be blocked and their registration for future events cancelled.

Kiltwalk: Privacy and Cookie Policy

We, The Kiltwalk, are committed to protecting and respecting your privacy.

Information held and processed by The Kiltwalk is in accordance with the requirements of the Data Protection Act 1998. We will not give out your personal information to third parties for marketing purposes. If you no longer wish to receive communications from us please contact us at contactus@thekiltwalk.co.uk

By using our website, you agree to this policy. If you do not agree, please do not use our website or submit any personal data through it.

For the purposes of the Data Protection Act 1998, the data controller is The Kiltwalk, having its principal office at Mercantile Chambers, 53 Bothwell Street, Glasgow, G2 6TS.

Introduction

The Kiltwalk uses information collected from supporters/ visitors to this website to improve the information available on our website and to improve your online experience. This policy (together with any other documents referred to within it) sets out details of the personal information we collect about you and the ways in which we may use that information. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

When do we collect personal information?

We collect personal information from you when you complete a contact form and when you enter any events or competitions on this website. You may also be asked whether you would like to participate in surveys about this website to help us improve our service. Whether you participate in these surveys or not will be up to you.

Information we may collect from you

We may collect and use the following information about you:

- * information that you provide when filling in forms or creating an account on our website (www.thekiltwalk.co.uk). We may also ask you for information when you report a problem with our website or submit an enquiry to us via the "Contact Us" page;
- * information that you provide when you enter any events or competitions on our website;
- * information that you provide when you complete a survey on our website;
- * information that you provide when you upload content (including comments and text) to our website;
- * if you contact us by phone, e-mail, social media or otherwise, we may keep a record of that correspondence; and
- * details of your visits to our website including, but not limited to: traffic data; location data; weblogs; and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access. The information you give us may include your name, address, location, e-mail address, details of your device and particulars of your social media accounts.

IP addresses

We may collect information about your computer or other access device, including, where available, your IP address, operating system, browser type and version, time zone setting and browser plug-in types and versions for system administration and to collate aggregate information. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

Cookies

Our website uses cookies to distinguish you from other users of our website. A cookie file (a small file of letters and numbers that we store on your computer or other access device) will be placed on your computer or other access device each time you visit our website.

We also use analytical cookie files. These allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using them. This helps us to improve

the way our website works, for example, by ensuring that users are finding what they are looking for easily.

You can find more information about the individual cookie files we use and the purposes for which we use them in the table below:

Cookie Name	Purpose	More information
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Google Analytics _utmt	Used for Analytics	30 mins
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Google Analytics _utma	Used for Analytics	2 years
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Google Analytics _utmz	Used for Analytics	When user exits browser
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Google Analytics _utmb	Used for Analytics	30 mins
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Site_session _Kiltwalk_session	Tracking the user's movement through the website	When user exits browse
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Site_session	Tracking the user's movement through the website	When user exits browse
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You can find more information about the individual cookie files we use and the purposes for which we use them in the table below.

If you wish to delete any cookie files, please refer to the instructions for your file management software to locate the file or directory that stores cookies. Our cookies will contain the domain name "thekiltwalk.co.uk" within the file name.

You may refuse to accept cookie files by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you choose this setting, you may be unable to access certain parts of our website.

Where we store your personal data

The information that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy and cookie policy.

All information you provide to us is stored on our secure servers.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will take all reasonable endeavours to protect your personal information, we cannot guarantee the security of your data transmitted to our website; any transmission is at your own risk. Once we have received your information, please be assured that we will use strict procedures and security features to try to prevent unauthorised access to, destruction of or damage to such personal data.

What may your personal information be used for?

If you are a supporter of The Kiltwalk, we may use your personal information to:

- * to assess and develop future events and activities for The Kiltwalk;

- * improve our website and to ensure that content from our website is presented in the most effective manner for you and for your computer or other access device;
- * to carry out our obligations arising from and managing any content which you upload to our website, including but not limited to, contacting you in relation to content which is uploaded that does not comply with our terms and conditions of website use;
- * to administer our website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- * to notify you about changes to our service and events;
- * to allow us to consider your comments, queries and suggestions and respond, if necessary;
- * as part of our efforts to keep our website safe and secure;
- * to comply with any legal obligations; and/or
- * to enable or facilitate the exercise of our rights under our terms and conditions of website use.

We and our Event partners may also contact you by post, telephone, e-mail or other electronic messaging service with information on products and events that may be of interest to you. By providing us with your telephone number, e-mail address and / or social media account(s) details, you consent to being contacted by these methods for these purposes. If you do not wish to receive such communications from us, please e-mail us at contactus@thekiltwalk.co.uk and include "Your Communications" in the subject line of the e-mail. If you do not wish to receive such communications from our partner organisations, please e-mail us at contactus@thekiltwalk.co.uk and include "Event partners communications" in the subject line of the e-mail.

If you participate in an event, we may use your personal information for the purposes set out in the general conditions of entry for that event.

Disclosure of your information

We may share the personal information supplied by you (except for any financial transaction information) with authorised third parties unless you have specifically denied consent for us to do so.

If you choose to receive information about the activities of other charities whose aims are similar to our activities, we will only disclose your personal information to those organisations who have assured us that they will not use your personal information for any purpose other than to provide this information to you. If after receiving information you decide that you no longer want your details held by that organisation, you should contact that organisation directly.

You should be aware that if you subsequently give any personal information to another charity or organisation, the uses to which that information may be put will be determined by that charity or organisation's privacy policy. This policy will no longer apply.

If you are a supporter of The Kiltwalk, you may at any time change your mind about receiving information from us. If you initially chose to receive such information, and subsequently decide that you no longer wish to receive information about The Kiltwalk, you can notify us by contacting us at the address below.

By registering for a place at the event and therefore pledging to raise money for my chosen charity through the Kiltwalk, I consent to The Kiltwalk making my contact details available to my chosen charity. If I choose to create an EverdayHero fundraising page I also consent to my details being passed to EverdayHero, being signed up to EverdayHero, and to their terms and conditions. Full EverdayHero terms and conditions can be viewed here.

<https://everydayhero.com/uk/terms>

Updating and amending your personal information

As a supporter of The Kiltwalk, you have control over the accuracy of your personal information. If, at any time, you wish to verify, update or amend the personal information you have provided, you can do so by contacting us at the address below.

The Kiltwalk, 53 Bothwell Street, Glasgow, G2 6TS

Access to information

The Data Protection Act 1998 gives you the right to access the personal information that we hold about you. Your right of access can be exercised in accordance with the Data Protection Act 1998. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Changes to our privacy and cookie policy

Any changes we may make to our privacy and cookie policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy and cookie policy.

Email policy

All messages sent from The Kiltwalk email accounts are private and confidential. If you receive a message in error, please notify us and remove it from your system. Any views or opinions expressed via email are solely those of the author and do not necessarily represent those of The Kiltwalk. Although we have taken steps to ensure emails and attachments are virus-free, we do not accept any responsibility for viruses, or for inaccurate or incomplete information or failure to deliver information. It is the recipient's responsibility to scan emails and attachments to ensure they are virus-free. The Kiltwalk may track and monitor the content of emails sent or received by its employees.