

Pilgrims Hospices Event Terms and Conditions

To participate in the Miner's Way Challenge 2026 ("Event"), you must agree to the terms and conditions below. These terms constitute the fundraising agreement between Pilgrims Hospices ("Charity"/"Organiser") and you (the "Participant").

1. Taking part

- 1.1. Miner's Way Challenge 2026, hereafter referred to as the "Event", is a one day event operated along a signed route. Participants can complete the various route options alone or in groups.
- 1.2. A maximum of 700 participants (the "Capacity") can take part in the Event across the 4 designated routes.
- 1.3. I understand it is my responsibility to read and abide by any terms and conditions issued by the Organiser.
- 1.4. I agree at all times during the Event to abide by the reasonable instructions and guidelines of event staff, nominated representatives, and contractors and to behave appropriately at all times on the route. I acknowledge and agree that Pilgrims Hospices will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the following aspects of the Event: health and safety, logistical operations, participation, and general organisation.
- 1.5. I agree to obey the Country Code and Highway Code, and acknowledge the importance of remaining aware of other path or road users while navigating sections of the route that follow paths or cross and follow roads. I will run or walk considerately, allow vehicles to pass and walk in single file when crossing the road.
- 1.6. I agree to (i) only participate in the Event wearing the number assigned to me ("Participant Number"), (ii) not to authorise or permit any third party to use my Participant Number for the Event and (iii) not to sell, transfer or give any other person the right to participate in the Event and/or use my Participant Number, unless in accordance with a Participant Transfer arranged with the Organiser.
- 1.7. I agree that all details provided to the Organiser within my registration are true and correct at time of submission and understand that, if it is discovered I am ineligible to participate in the Event or if participation should have been refused for any reason whatsoever, the Organiser reserves the right to cancel/refuse my entry to the Event. Further, the Organiser reserves the right to reject at any time any registration form which it believes to be fraudulent, or to disqualify at any time any Participant it believes not to have fully complied with these Terms and Conditions from participating in the Event, or in any future events. The Organiser shall not be liable in any way to such Participant as a result of any such disqualification or refusal. It is the Participant's responsibility to ensure full compliance with these Terms and Conditions.
- 1.8. I understand that the Event involves prolonged physical exertion for my chosen route distance and I must be medically fit and well prepared to take part. If in any doubt I must consult my doctor before completing the registration form. I understand that I participate in the event at my own risk and that the Organiser will not be liable for any injury or illness resulting from my participation, except where injury or illness is caused by their negligence and they are legally liable.
- 1.9. I understand and accept that participation in outdoor endurance events involves inherent risks of injury, accidents, exhaustion, dehydration, exposure to inclement weather



- conditions, potentially getting lost, and exposure to other participants and third parties who may well not fully respect the Event rules or accepted event etiquette, or any social distancing or hygiene type guidelines that have been communicated or are widely accepted as being reasonable and normal practice.
- 1.10. I acknowledge that I am personally responsible for my own belongings during the Event and the Organiser nor third party venues accept any responsibility for the loss or damage of personal belongings.
- 1.11. Registration to the Event is only finalised once payment has been completed, either via the online registration form, by telephone card payment or by cheque made payable to 'Pilgrims Hospices in east Kent'.) If a payment made by me, or on behalf of me, in respect of the registration fee, fails or is blocked for whatever reason, at any time prior to the Event, my entry will be cancelled immediately and a new appropriate payment will need to be made in order to take part.
- 1.12. All online registration forms must be received by the Organiser before 08:00 on 2nd March 2026 prior to the Event date ("Entry Deadline"). Any online registration received after the Entry Deadline will not be accepted. This deadline is subject to change if the Event reaches the full Capacity prior to the above date. The Organiser reserves the right to close, disable or remove from its website the online registration form at any time.
- 1.13. I agree to abide by any reasonable guidelines that the Organiser may implement on the Event in respect of 'social distancing' and 'hygiene procedures' associated with minimising the likely spread Coronavirus or of any infection or disease.
- 1.14. I will act responsibly, honestly and legally at all times in respect of my participation in the Event and during the time leading up to it, and will not bring through my actions the Event, the Organiser, or other Participants into disrepute.
- 1.15. I acknowledge that no drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be used by any Participant. The Organiser reserves the right to refuse attendance at, or participation in, the Event by any persons found to have consumed or to have in their possession any drugs, illegal substances, performance enhancing substances or intoxicants of any kind.
- 1.16. I understand that no dogs (except for guide dogs/medical support dogs) or other animals or pets are permitted at the Event or on any part of the Event route.

2. Format

- 2.1. I accept that the Event is not a race in any format and no record of times will be kept. Any participant considered to be competing against others may be stopped and banned from entering future events.
- 2.2. During the Event, there will be warning signs at appropriate points on the route. The absence of these signs does not signal that there are no dangers approaching and it is my responsibility to make a decision regarding whether to progress or not. The marking of the route does not necessarily indicate that the trail, path or road is without hazards or obstacles and I am deemed to make my own decision about whether to proceed.
- 2.3. The marked route is shown for guidance only and the Organiser does not insist that I use the route shown. If I choose to complete a section, it is entirely my own choice. If I choose a different route to avoid obstacles or sections that I decide are beyond my capabilities, I do so entirely at my own risk.
- 2.4. The Organiser may need to change the time, date, route and/or format of the Event and to cancel the Event, in whole or in part, due to circumstances beyond their reasonable



- control (including, for example, extreme weather conditions, fire, flood, outbreak of disease, natural disasters, etc.). In such circumstances, the Organiser shall inform the Participant by email of any such change or cancellation. The organiser will follow the Consumer Rights Act 2015 regarding any significant event changes.
- 2.5. The Organiser reserves the right to shorten or alter the published route at any time and any alterations to the route do not constitute the right to claim a refund of the registration fee.
- 2.6. If I fail to complete the course or withdraw from the Event for any reason, it is my responsibility to arrange my own onward transportation.
- 2.7. The Organiser will provide medical support on the Event, and the prime role of the medical support teams will be to deal with genuine medical emergencies as their first priority, as they arise.
- 2.8. The Organiser will provide water on the Event, and it is the Participant's responsibility to remain fed and hydrated, and should carry their preferred snacks and drink with them on the Event.
- 2.9. Whilst the Event route will be signed and a route map made available electronically, it is the Participant's responsibility not to get lost and to carry a fully charged mobile phone whilst on the Event. Participants are advised to have a friend or relative that can be contacted in case they choose to exit from the Event prior to the finish.

3. Fundraising

- 3.1. Whilst it is not compulsory to fundraise, I will use my best endeavours to raise money for Pilgrims Hospices in connection with my participation in the Event.
- 3.2. I understand and will make clear to those who support my fundraising that any money I send into Pilgrims Hospices will be treated as a donation and used for to carry out the charity's work.
- 3.3. Any fundraising I undertake in connection with my participation in the Event will be for Pilgrims Hospices only and I will forward all monies donated to the Charity either by cash, cheque, CAF or via an online giving provider no later than six weeks after the Event.
- 3.4. I will only use lawful means to fundraise for the Pilgrims Hospices and will not bring the charity's names into disrepute. I will observe the following fundraising rules and I will comply with any further rules and requirements about fundraising of which the Charity notify me:
- 3.5. I will not use Pilgrims Hospices or any associated logo without first obtaining permission from Pilgrims Hospices and will allow Charity to approve any materials produced whether printed or online.
- 3.6. I will tell my sponsors that I am raising money "in aid of" Pilgrims Hospices.
- 3.7. I will not incur Pilgrims Hospices any cost, claim, loss or liability.
- 3.8. I will contact Pilgrims Hospices before conducting any raffle, lottery or public event, and comply with any guidance, guidelines or insurance and legal requirements issued by the Charity in connection with this kind of event.
- 3.9. I will secure the necessary approvals prior to undertaking street collections or collections on private property. House-to-house collections are not permitted.
- 3.10. I will ensure that I take responsibility for the safe keeping of money raised in the name of Pilgrims Hospices, both during and after the collections, until it is transferred to the Charity and I will:



- 3.10.1. 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 a cheque for this amount is sent to the Charity.
- 3.10.2. Send Pilgrims Hospices my completed sponsorship form(s) with details of the names and addresses of and amounts donated or pledged by all sponsors no later than six weeks after the Event. This will allow Pilgrims Hospices to process gift aid on donations. Please note that we will not contact your sponsors.
- 3.10.3. Ensure that donations made by cheque are payable to 'Pilgrims Hospices in east Kent' and ensure that these cheques are sent to the charity no later than 3 weeks after issue.
- 3.10.4. Only use sponsorship forms issued by Pilgrims Hospices and not use any other type of sponsorship form (unless otherwise agreed with the Charity).
- 3.11 Refunds of donations
 - 3.11. 1 The organiser will only refuse or return donations in exceptional circumstances. Pilgrims Hospices/the Organiser will follow its own policy relating to Donations Acceptance regarding any potential refunds of donations.
 - 3.11. 2 A refund of fundraising/donations/sponsorship will only be refunded if the individual donor exercises their right to a refund. Donations paid directly to Pilgrims Hospices, either via the website, bank transfer or over the phone can be refunded by emailing fundraising@pilgrimshospices.org.
 - 3.11.3 Any donations or sponsorship donated to a third-party, such as an online platform provider, these donations follow a specific process and the donor is the individual who made the transaction, not always the event participant. Should a participant, and their supporters, require a refund of donations made via an online donation platform. The participant must email fundraising@pilgrimshospices.org and should inform their sponsors in advance that they would be requesting a refund of the individual donations. Once this has been received the charity will contact the online provider to request the donations are refunded. Please note: for any donations beyond 6 months old, the organiser will advise you of the refund process.

4. Cancellation, Deferral and Participant Transfer Options

- 4.1. Any Participant intending to cancel their place in the Event shall inform the Organiser as soon as reasonably practicable. At their discretion, the Organiser will liaise with the Participant whether the place is deferred to a future Pilgrims Hospices event, transferred to another individual, or a cancelled and the registration fee donated to the Charity or refunded.
- 4.2. The Participant acknowledges that:
 - 4.2.1.1. A cancelled place will be made available for resale as per the Event capacity.
 - 4.2.1.2. Any refund requests must be received by the Organiser prior to 08:00a.m on 2nd March 2026. Requests for refunds on registration fees made on or after the Event date will not be accepted.
- 4.3. A Participant can transfer their entry to another individual provided this takes place prior to 2nd March at 08:00a.m. Notice of a participant transfer must be requested by the outgoing participant by emailing fundraising@pilgrimshospices.org stating clearly the desire to transfer their entry and the full name and email address of the new entrant. After this point, the event is closed and all registrations are accepted and can no longer be changed.
- 4.4. It is the Participant's responsibility to make the Organiser aware of any changes to the information submitted on the registration form. Failure to do so may impact some of the



services made available for you whilst on the Event. This includes informing the Organiser of any change of address that will affect the postage of participant packs. Any change of information should be made to the Organiser by emailing fundraising@pilgrimshospices.org.

5. Event Cancellation

- 5.1 The event will only be cancelled in extreme adverse weather conditions. Due to the time of year that this event is scheduled it would not be possible to rearrange the operation for another weekend, therefore the Organiser will either offer the option to defer the entry to the following year or the option of a refund of the entry fee.
- 5.2 The organiser will be monitoring the weather in the lead-up to the event and will communicate by email any changes or cancellation to all participants in the days prior. A cancellation message will be added to the event page.
- 5.3 Should the event unfortunately be cancelled, you will be offered a refund of the full entry price, as per the Consumer Rights Act 2015.

6. Privacy Statement

- 6.1. By submitting a registration form for the Event, the Participant acknowledges and agrees that their personal details provided will be used in accordance with the <u>Pilgrims Hospices</u> <u>Privacy Policy</u>.
- 6.2. Pilgrims Hospices are registered under the Data Protection Act and will never share, sell or swap your details with any third party for the purposes on their own marketing or the monetising of your data.
- 6.3. By taking part in the event, I agree to Pilgrims Hospices using my name and any footage or photographs taken during my participation in any future promotional material.
- 6.4. I understand that if I do not wish my photograph to be taken and/or used, I should inform the Organiser so that they can make the necessary arrangements. I understand that if I wish to withdraw my consent at any time, I should email fundraising@pilgrimshospices.org. I also acknowledge that while the Organiser will use all reasonable endeavours to comply with any such notice of withdrawal of permission it cannot guarantee that materials in public circulation at the date on which the request is received will be withdrawn immediately.

7. Complaints

7.1. Any complaints in relation to the Event should be made to fundraising@pilgrimshospices.org.