

## **Health Poverty Action**

### **Virgin Money London Marathon 2020 Terms and Conditions**

1. Upon allocation of a Health Poverty Action Golden Bond place for the 2020 Virgin Money London Marathon (the “event”), the successful applicant (“you”) are required to pay a deposit of £150 to Health Poverty Action (the “organisation”) to secure your place.
  - 1.1 Your place is not secure until the organisation has received the £150 deposit.
  - 1.2 The deposit will be refunded if you exceed or meet the £2,000 fundraising target before 26<sup>th</sup> May 2020.
  - 1.3 Deposit refunds will be made after the event, regardless of when the fundraising target of £2,000 is exceeded.
  - 1.4 If you wish to donate some or all of your deposit to Health Poverty Action; please note this is only possible after the event.
2. To complete your event registration you will need to register on the event’s console. You will receive an email with a link which you need to activate within 48 hours of receiving. You will have a total of 10 days to fully complete the registration, failure to do so could result in the withdrawal in the offer of a Health Poverty Action Golden Bond place.
  - 2.1 In an instance where the offer has been withdrawn from the organisation due to a breach in term (2), the deposit will only be refunded once the organisation has successfully recruited a suitable replacement applicant.
  - 2.2 In the instance where you fail to register with the event before registration closes (a date determined by the event organiser, likely to be in January 2020), the deposit will be retained by Health Poverty Action.
  - 2.3 In any instance of errors or missed deadlines in your registration which lead to you being unable to participate in the event will result in you forfeiting your deposit.
3. By accepting a Health Poverty Action Golden Bond place for the event you are committing to raise a minimum of £2,000, fundraising exclusively for Health Poverty Action.
  - 3.1 Under no circumstances are you to fundraise or represent any other organisation for this event.
  - 3.2 The total of the stated sponsorship pledged must be received by the organisation with one calendar month of the event.
  - 3.3 Gift aid, matched funding and the registration fee are not included within the pledged £2,000 fundraising target.
  - 3.4 You will endeavour to raise as much as possible for Health Poverty Action through participation in the event, even if this exceeds £2,000.
4. You will adhere to the incremental fundraising deadlines set out by Health Poverty Action unless otherwise discussed and agreed with the organisation. Failure to meet these targets could result in the offer of a Health Poverty Action Golden Bond being removed, and your deposit being retained.

5. You will comply with any fundraising guidance or advice issued by the organisation and will use only lawful means to fundraise for Health Poverty Action, stated by The Fundraising Regulator. You will follow best fundraising practice stated by the Institute of Fundraising. You will not do anything that harms or is likely to harm the organisation's reputation.
  - 5.1 You will not use the Health Poverty Action logo without permission and will obtain all fundraising materials from Health Poverty Action.
  - 5.2 Your fundraising will not include;
    - Raising funds by carrying out door-to-door or unsolicited collections.
    - Collecting in any public place without first obtaining authorisation from the local authority and any other legally required licences or consent.
    - Collecting on private property without first obtaining permission of the owner of the property.
    - Conducting a raffle or lottery or putting on a public event without first contacting Health Poverty Action and taking any required steps.
  - 5.3 You will comply with any health and safety and other rules or guidelines issued by Health Poverty Action.
  - 5.4 You will not proceed with a fundraising activity at the request of the organisation.
6. Should you need to withdraw for any reason, you must inform Health Poverty Action in writing as soon as is reasonably possible. You will need to inform all your sponsors and send any sponsorship forms and money raised to the organisation within 7 days.
  - 6.1 All sponsorship raised to the date of your withdrawal will be retained by Health Poverty Action unless sponsors request a refund in writing that to the organisation within 28 days of your withdrawal.
  - 6.2 Sponsorship refunds due to withdrawal by you follow cancellation or change of event date by the event organiser will be dealt with on a case by case basis.
7. You are entering, training for, fundraising for and completing the event entirely at your own risk. Health Poverty Action are not liable for any injury or loss that might occur as a result of your participation.
  - 7.1 If you have any doubts over your physical ability to complete the event and associated training, you must seek medical advice from your general practitioner.
  - 7.2 The organisation may ask to see evidence that you are physically able to complete the event. In this instance, full justification will be given.
8. Any images, footage or audio taken of you at the event will be the property of Health Poverty Action and may be used by the organisation in future promotional materials; including our website, social media, newsletter and reports. You can withdraw this consent at any time. Health Poverty Action will endeavour to seek permission from you before using any images, footage or audio of you, and its context, but cannot guarantee this.
9. Health Poverty Action reserve the right to remove you the offer of a Golden Bond place at any time. Fair warning and justification will be given before such action is taken. Justification could include but is not exclusive to; poor fundraising progress, risk of reputational damage or breach of terms and conditions. In these instances, your deposit will be retained by the organisation.