

TERMS AND CONDITIONS FOR Cash for Kids Corporate Golf Day 2024 (the "Event")

REVISED 1st MARCH 2024

In consideration of Cash for Kids providing you with the opportunity to take part in the Event, you agree to be bound by these Terms and Conditions (the "Terms") and you should read them carefully before registering for and taking part in the Event.

The Event is a fundraising event organised and managed by Bauer Radio's Cash for Kids Charities; registered charity 1122062, SC041421 & SC003334 and registered company number 06424810; whose registered office address is Cash For Kids, Hampdon House Falcon Court, Preston Farm Industrial Estate, Stockton-On-Tees, England, TS18 3TS (the "Event Organiser", "Cash for Kids", "we", "us", "our").

The Event is a Corporate Golf Day on 17th May 2024 at the Lough Erne Golf Resort, Co. Fermanagh. Registration is at 11am, with a shotgun start at 12noon. There is a maximum of 25 fourballs available, priced at £400 each (100 players in total). The price will include 18 holes of golf on the Nick Faldo course, food and the hire of a golf buggy for the day.

By submitting the entry form (the "Entry Form") and paying the registration fee (the "Registration Fee"), you are indicating your acceptance to be bound by these Terms and to become a participant ("a Participant") in the Event. If you do not accept these Terms, you should not submit the entry form and/or pay the registration fee but this means that you will be unable to take part in the Event.

1. REGISTRATION TERMS

- 1.1. You are legally capable of entering into a binding contractual agreement with us on the Terms;
- 1.2. You are at least 18 years of age or older to register; and
- 1.3. You understand and agree to comply with these Terms.
- 1.4. Once entries are open and you have entered your details onto the entry form, you should check that they are correct before you proceed to pay the £400 fee.
- 1.5. Participants must register to take part in the Event.
- 1.6. We accept Registration Fee payments by credit or debit cards, bank transfer and, sometimes, via third party payment providers such as PayPal.
- 1.7. Once payment has been taken, we will then send you an email confirming your place as a Participant in the Event. At this point you will have concluded a legally binding contract with us on these Terms.
- 1.8. Please note that the Registration Fee does not include any additional or indirect fees, expenses or costs associated with taking part in the Event, such

as transport to and from the Event, venue, medical costs, food and drink, optional add-ons (e.g. photos).

- 1.9. Places in the Event are limited, and will be allocated on a first-come, first-served basis.
- 1.10. You must provide truthful and accurate information when registering for the Event. It is your responsibility to make sure you do so. We reserve the right to cancel your Event registration immediately if:
 - 1.10.1. when requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of the information given in your Entry Form;
 - 1.10.2. we feel that you are using information or payment details that do not belong to you; and
 - 1.10.3. we reserve the right to pass on this information to the regulatory authorities.
- 1.11. We may provide the information provided in your Entry Form, as well as any additional information provided in relation to the Event, to any third parties we may engage to arrange the Event. We will only do this to process your entry and participation in the Event.
- 1.12. If registration is on behalf of a team, the person completing the Entry Form is responsible for ensuring all supplied information is accurate and that each member of the team has seen and read these Terms.

2. EVENT HEALTH & SAFETY

- 2.1. Participants are responsible for ensuring that they wear clothing and footwear appropriate to the Event.
- 2.2. Participants are responsible for their own possessions during the Event.
- 2.3. Participants are advised not to take any non-essential personal possessions with them into the Event
- 2.4. Only registered participants are authorised in the Event
- 2.5. Participation in the Event may expose you to the risk of personal injury and it is each participant's responsibility to ensure that they are fit enough to take part. To minimise the risk of causing harm to yourself, we ask all Participants to:
 - 2.5.1. follow all health and safety instructions given on the day;
 - 2.5.2. take care to ensure that, to the best of their knowledge, they are fit to participate in the Event;

- 2.5.3. refrain from taking part if they are suffering from any disease or medical condition which may prevent them from safely taking part or which may be aggravated if they do;
- 2.5.4. refrain from taking part if they feel unwell/are in pain during the Event;
- 2.5.5. seek suitable medical advice prior to and refrain from taking part if they are advised not to.
- 2.6. We reserve the right to refuse your participation in the Event if you appear unfit to participate.
- 2.7. We encourage you to be sensible and take all safety precautions highlighted to you by your doctors, by any representatives of the Event Organiser or any 3rd party Event organiser.
- 2.8. Please tell a representative of the Event Organiser or on-site first aid personnel if you feel unwell at any time directly before, during or after the Event.
- 2.9. Nominated First Aid personnel authorised by the Event Organiser to do so may examine any participant who appears to be in distress. The sole opinion of authorised First Aid personnel is in the best interest of the participant's health and welfare. First Aid personnel may remove the participant from the Event.
- 2.10. Participants are responsible for any and all medical expenses incurred as a result of training for and/or participation in the event, including but not limited to ambulance transport, hospital stays, physician and pharmaceutical goods and services.
- 2.11. Under no circumstances shall illegal substances be carried or consumed by participants taking part in the Event. You will be disqualified immediately if you are found to be carrying drugs and/or are visibly intoxicated on your arrival and you will be asked to leave the venue immediately.
- 2.12. Participants are expected to conduct themselves in a positive and courteous manner during their participation in the Event. This means, that any anti-social behaviour on or near the Event will be reported immediately to the authorities. Participants violating this rule of conduct shall be disqualified from the Event and will be asked to leave the Event.
- 2.13. Participants with a disability or who require special arrangements to be made in order for them to take part in the Event should contact the Event Organiser prior to registering in the Event.
- 2.14. If applicable, it is a Participants responsibility to make the Event Organiser aware of any allergies or dietary requirements.

3. COMPETITIONS

- 3.1. Wristbands are available at a price of £40 each will include entry to competitions on the course and prizes will be awarded for the following; the longest drive, best gross score, 1st, 2nd and 3rd net score, team with the highest score, team with the lowest score, closest to the pin, hole-in-1. Prizes will be allocated on the day of the event. There will be a raffle and ballot tickets will be available to purchase at registration at a price of £1 per ticket. The raffle and competition prize winners will be distributed on the day, following the event.

4. CANCELLATION & AMENDMENT OF TERMS

- 4.1. To cancel your registration, please send an e-mail to ni@cashforkids.org.uk and state that you request to cancel your registration. Please provide your full name and attach the registration confirmation sent to you by the Event Organiser. You should keep a copy of your cancellation email for your own records. Your cancellation is effective from the date you send us the cancellation e-mail.
- 4.2. Please note that your right to cancel is lost if you register less than 14 days before the Event is due to take place.
- 4.3. Following notification of cancellation, the Registration Fee shall be credited to you within the fourteen (14) day cancellation period.
- 4.4. We reserve the right to terminate our agreement with you (governed by these Terms) and/or refuse your participation in the Event, if we suspect that you have breached these Terms or if it becomes clear that you have engaged, or are about to engage, or have in any way been involved in fraudulent or illegal activity concerning the Event, your fundraising efforts, or this website.
- 4.5. If we terminate your contract under section 3.4 above, we will not refund your Registration Fee.
- 4.6. The Event Organiser reserves the right to change the Event, or make any other amendment to the Event that they deem necessary. Any change to the Event will be communicated to participants at the Event or sooner if practicable.
- 4.7. The Event Organiser reserves the right to modify, supplement or waive all or part of these Terms without notice. It is the participant's responsibility to check the Event website for any changes.
- 4.8. Participants shall be bound by any modification or supplement of the Event Terms published prior to the Event.
- 4.9. In the interest of safety, the Event Organiser and event officials, in consultation with the Police and Emergency Services, reserve the right to delay, cancel, or suspend the Event due to extreme inclement weather or a major incident on or near the Event.

- 4.10. Should the Event be cancelled, delayed or postponed for any reason, participants will not be entitled to a refund of the Registration Fee and the Event Organiser will not be liable for any inconvenience, expenses, costs, losses or damages suffered by participants.
- 4.11. Participants take part in the Event at their own risk and will not hold the Event Organiser or any connected persons responsible, to the fullest extent possible in law, for any accident, injury or illness sustained.
- 4.12. You may not transfer, assign, charge or otherwise dispose of any of your rights or obligations arising under these Terms.
- 4.13. A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of them against the Event Organiser. However, the Event Organiser is permitted to enforce these terms against all Event participants, including anyone entered as part of a group or family entry.
- 4.14. If any of these Terms or any part thereof are unenforceable, the enforceability of all other terms and conditions shall not be affected.
- 4.15. No failure by us to exercise any right or remedy under these Terms shall operate as a waiver of that right or remedy and no waiver by us of any breach of these Terms shall operate as a waiver of any subsequent breach.

5. OTHER CONDITIONS

- 5.1. The Event is also subject to the venue Terms of participation and by entering the Event Participants are deemed to be bound by this Terms.
- 5.2. The Event Organiser is not responsible for any:
 - 5.2.1. Telephone, computer, hardware, software, programming or network malfunction or error which prevents applicants from submitting their entry properly;
 - 5.2.2. Communication disruption or other forces beyond the reasonable control of the Event Organiser, including disruption related to internet traffic, virus, bug, or non-authorized intervention; or
 - 5.2.3. Damage caused by a computer virus or otherwise arising in any computer as a result of an applicant's access to the Website.
 - 5.2.4. If such malfunction, error, disruption, or damage occurs, impairs the administration, security, fairness, integrity, or proper participation in the Event, the Event Organiser may, in its sole discretion, suspend or terminate the Event by posting a notice on the Website without any liability to applicants. Entries made through any robotic, automatic, mechanical, programmed or similar entry duplication method are void. Entries will be deemed made by the authorised account holder of the e-mail address submitted at the time of entry. The authorised account holder is the natural person who is assigned to the e-mail address by an internet access provider, on-line service provider, or other

organisation that is responsible for assigning e-mail addresses or the domain associated with the e-mail address.

- 5.3. The Event Organiser reserves the right to cancel, amend, terminate or temporarily suspend this Event in the event of any unforeseen circumstances outside its reasonable control, with no liability to any applicants or third parties.
- 5.4. The Event Organiser is not responsible for late delivery or unsatisfactory quality of any prize and will not be liable if any prize cannot be taken up by any of the Participants.
- 5.5. The Event Organiser is not responsible for any costs associated with entering this Event (or enjoyment of any prize) including but without limitation, travel costs or costs associated with accessing the internet.
- 5.6. Other than for death or personal injury resulting from its negligence and so far as permitted by law, the Event Organiser hereby excludes all liability for any loss, damage, cost and expense, whether direct or indirect, howsoever caused in connection with the Event or any element of any prize. Furthermore, the Event Organiser is not responsible for any act or omission for which a Participant is liable for in connection with the Event or any element of it.
- 5.7. This Event and the Terms are governed by English Law and the courts of England shall have exclusive jurisdiction over any dispute arising out of or in connection with this Event or the Terms.
- 5.8. Complaints about this Competition may be made in writing (including via email) to hello@cashforkids.org.uk or in writing to Cash for Kids, Ground Floor, West Wing, Hampdon House, Falcon Court, Preston Farm Industrial Estate, Stockton on Tees, TS18 3TS. A complaint will not be considered if it is made more than 14 days after the date the Winner is announced.

6. DATA PROTECTION

- 6.1. Participants names, email addresses, addresses and telephone numbers will be collected and used for the purposes of the Event. Your details may remain stored after the End Date but will not be used for marketing unless you have ticked an opt-in box on entry. If you have, your details will be used in accordance with the information given when you ticked the opt-in box and gave your consent. For more details, see: <http://www.bauerdatapromise.co.uk/>.

7. INTELLECTUAL PROPERTY

- 7.1. By entering this Event, you are consenting to the Charity use of any materials produced by you in relation to the Event (and have obtained all necessary third party consent from anyone appearing in, or involved in, producing such materials) to publicise this Event. This means that we may use all names,

images, descriptions, photographs, video footage, and other information, which you've submitted in any media in relation to the Event, without paying you and without any time restriction. You also agree that we may film, record or photograph you in connection with the Event. We will own these films, recordings or photographs and we may use them publicly, including on the internet, for our radio broadcasts and/or for any promotional purposes. You will also (and will have obtained consent from anyone appearing in, or who has been involved in producing materials related to the Event) have waived any moral rights or right to payment that you may have had.