

GREAT NORTH RUN FUNDRAISING AGREEMENT

Thank you for agreeing to participate in The Great North Run ("the Event") fundraising in support of Help for Heroes. It is our principal objective to raise funds for direct, practical, support for our wounded servicemen and women. We are very grateful for your support and wish you the greatest success with your challenge.

By providing your details to us you give consent for your name and email address to be transferred to The Great North Run. Help for Heroes will use your personal data to administer your entry to the event and will retain a record of any fundraising activities you undertake for us. You can request access to the data that we hold about you, or request that we cease processing your data at any time. Further details of how we manage your personal data, your rights and how we protect your privacy can be found in our Privacy Policy in our website.

By ticking the box when you register for this challenge, you will (subject to availability) secure your place in the Event and you agree to enter into the following Fundraising Agreement with Help for Heroes.

In due course, when you have registered to take part in the Event, you will be required to enter into an agreement with The Great North Run ("the Organisers") who are running the Event for Help for Heroes. Their Terms and Conditions can be read in full once we provide you with your discount code, and you have completed your registration.

Help for Heroes agrees to act as agent for the Organisers to arrange for you to participate in the Event.

FUNDRAISING AGREEMENT YOU AGREE AS FOLLOWS:

1. Your Registration Fee and Fundraising Target

- i. There is a non-refundable £40.00 registration fee for this event for which payment will be requested upon registration.
- ii. On registering you will receive a Help for Heroes Technical T Shirt.
- iii. By registering for this challenge, you pledge to use your best endeavours to raise the suggested sponsorship target of £430.00. Please note gift aid donations do not contribute to your total fundraising pledge.
- iv. We ask that all the money raised towards the suggested fundraising target (£430.00) is paid to Help for Heroes within the 6 weeks after the Event (21 October 2022).

2. Practical Issues

- i. You understand that you will be responsible for your personal costs incurred in relation to the Event such as your transport to and from the Event location
- ii. In deciding whether or not to enter for the Event it is very important that you:
 - a. have proper insurance cover; this will be provided by the Event Organiser;
 - b. are fit and well enough to take part in the Event.

These are both matters which will be addressed in the terms and conditions you agree with the Event Organiser when you commit to taking part in the Event. If you would like further information at this stage, please contact our Events Team at events@helpforheroes.org.uk.

3. Best Practice Fundraising Guidelines

YOU WILL:

- i. Use your best endeavours to raise money for Help for Heroes;
- ii. Keep details of the names and addresses of, and amount donated or pledged by all donors, (other than at legally compliant street collections) and subject to sub-clause vii below, provide such details to Help for Heroes on request;
- iii. Ensure that all donations made by cheque from any donors are made payable to Help for Heroes;
- iv. Provide Help for Heroes with a cheque for all cash donations when they total less than £100.00, or to pay cash donations directly to your on-line giving page;
- v. Provide Help for Heroes with a progress report about your fundraising activity upon request;
- vi. Contact Help for Heroes via events@helpforheroes.org.uk well in advance of putting on a public event to raise funds, to ensure that that event and all third parties involved are fully insured against losses;
- vii. Abide at all times by the Data Protection Act 1998; (and from 25 May 2018 the General Data Protection Regulation) where applicable in relation to the performance of your obligations under the terms of this Agreement.
- viii. Make yourself aware of and abide by the Code of Practice issued by the Institute of Fundraising (www.institute-of-fundraising.org.uk) so that you understand what you can and cannot legally do in order to fundraise for Help for Heroes;
- ix. You will not do anything to bring the name of Help for Heroes into disrepute.

YOU WILL NOT:

- x. Raise funds by carrying out house-to-house collections;
- xi. Collect funds in any public place without first obtaining a collector's license from the appropriate local authority (usually local council or police);
- xii. Collect on private property (including shops, pubs etc.) without first obtaining the permission of the owner;
- xiii. Shake collection tins or buckets, as this is prohibited by law;
- xiv. Organise any raffle or lottery without first obtaining permission from Help for Heroes.

4. Marketing

- i. Photographs, likenesses, images, film and or recordings of participants in challenges by or on behalf of Help for Heroes may be exploited and used in whole or in part in perpetuity by Help for Heroes in the promotion of future initiatives, advertising, publicity and otherwise, run or organised by Help for Heroes. By taking part in the Event, you irrevocably and unconditionally agree to the use of such photographs, likenesses or images being used in this manner.
- ii. In particular, these photographs, likenesses, images, film and/or recordings may be used by Help for Heroes for corporate brochures, articles, websites and any other reasonable purpose.
- iii. Accordingly, you hereby absolutely, irrevocably and unconditionally waive all (if any) moral rights which subsist in the Intellectual Property in these photographs, likenesses, images, film and/or recordings of you by virtue of Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights you may have in any territory of the World. If you wish to use any photographs, likenesses, images, film and/or recordings of you outside of personal use, please contact events@helpforheroes.org.uk for Help for Heroes' written consent.

5. Indemnification & Liability

- i. The Organisers are the sole Organisers of the Event and Help for Heroes is not involved in and does not have any responsibility for the conduct of the Event and except in relation to your death or personal injury caused by the negligence of Help for Heroes, Help for Heroes shall not have any liability in respect of any property, loss, injury, damage, costs, claims, loss or liability whatsoever suffered by you in connection with your participation in the Event or this Agreement.
- ii. Indemnify Help for Heroes in respect of any costs, claims, loss or liability caused to Help for Heroes, as a result of any breach by you of the terms of this agreement.

6. Law

This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.