

## **Terms & Conditions of entry**

### **Night Glow 2023**

#### **1. GENERAL**

- 1.1 These Terms & Conditions (**Terms**) apply to people participating in the Night Glow 2023 (**The Event**).
- 1.2 The event is organised by RUHX (**The Charity**) - the official NHS charity for The Royal United Hospitals Bath, registered charity number 1058323.
- 1.3 The event is held at West Country Water Park (**The Venue**).
- 1.4 For the purpose of the Terms any references to “you/your” mean the individual or team registering for the event. Any references to “we” refers to the charity/event organisers.
- 1.5 If you have any questions, please contact the Events Team fundraising@ruhx.org.uk/ 01225 821535.
- 1.6 By registering either as an individual, you agree to comply with the terms set out below.
- 1.7 The charity reserves the right to update or amend the terms at any time to reflect necessary changes. Please check this page prior to event day to familiarise yourself with the latest updates, as all changes will be binding.
- 1.8 The charity reserves the right to ask participants to leave the event if they do not adhere to these terms, and no refunds shall be given in these circumstances.
- 1.9 The Night Glow is a non-competitive event and RUHX reserve the right to withdraw someone from the event at any stage if a competitive nature is displayed. It is not a challenge, it is an experience. The event will not ask participants to complete a certain time or distance target.
- 1.10 Participants must use the following on the night:
  - 1.10.1 A tow float
  - 1.10.2 A light or glow stick
  - 1.10.3 A brightly coloured hat

#### **2. PARTICIPANT ENTRY**

- 2.1 In order to participate, you must complete the registration form and pay the entry fee.
- 2.2 Registrations must be received prior to the event date. Event entry will close when the maximum participant capacity is reached, or on the closing date of 30 March 2023, whichever occurs first.
- 2.3 Registrations of interest to take part after this date will be decided by RUHX on a case by case basis if a person can meet the registration fee and fundraising target amounts, and if there is capacity at the venue.

- 2.4 Tickets are restricted to those aged 16 and over on event day. Anybody aged 16-17 must be accompanied by an adult on the night and have a parent or guardian's permission to take part.
- 2.5 If you are under the age of 18, you must get permission from your parent or legal guardian before registering. By completing the registration form and paying the entry fee this constitutes that you have obtained permission. You must also be accompanied by a responsible adult at all times during the event.
- 2.6 Adults are responsible for the child's safety at all times during the event.
- 2.7 If choosing to enter an under 18 year old, please consider the nature of this event and decide if this is appropriate for them.
- 2.8 You can register as a team however there is no competitive element to this event.
- 2.9 If you plan to fundraise as a team via 1 fundraising page, it is your responsibility to set up a team fundraising page using the guidance in your welcome email, and notify the Events team. Failure to do so will result in inaccurate certificates and thank you letters post-event.
- 2.10 A team must have 2 or more individuals. Each team member must pledge to raise the minimum sponsorship.
- 2.11 If you are registering someone on their behalf, you must provide all of their details (including address, contact details and medical information). By registering them, you also confirm that you have obtained their consent and that they agree to these terms.
- 2.12 The entry fee is £15 per person and is considered to be towards the administration costs of putting on the event to include, but not exhaustive of: t-shirt, swimming hat, a hot drink after the dip, and fundraising support.
- 2.13 For each registered participant, t-shirts and swimming hats will given at the event. T-shirts are adult unisex sizes. Please note, we do not stock children's sizes but will endeavour to give the smallest size available if required.
- 2.14 The charity may choose to offer discounted rates as part of promotional offers and reserves the right to withdraw the offer at any time.
- 2.15 The charity will collect and hold contact details for all participants prior to the event, in case of an emergency (see Section 8).
- 2.16 The charity reserves the right at any time (before or during the event) without liability, to refuse participation to you or any other participant with or without reason.
- 2.17 The venue requires all participants to sign a medical waiver and reserves the right at any time (before or during the event) without liability, to refuse participation to you or any other participant with or without reason.

### **3. FUNDRAISING & DONATIONS**

- 3.1 Participants taking part in the event pledge to raise a minimum sponsorship of £75.

- 3.2 Sponsorship must be raised for RUHX only. Entry is not permitted to support another charity.
- 3.3 Additional fundraising activities in connection to the event are carried out at your own risk.
- 3.4 All participants have a legal responsibility to ensure that all sponsorship monies/donations received in connection to the event are paid to the charity. We ask that you do this within 4 weeks of the event. You can:
- a) Use JustGiving to create a page and collect sponsorship. You will receive a link to create a page in your confirmation email. Monies are transferred automatically to the charity.
  - b) Go to [www.ruhx.org.uk](http://www.ruhx.org.uk) and make an online payment with a credit or debit card.
  - c) Call 01225 825691 and provide credit or debit card details over the phone.
  - d) Send cheques payable to 'RUH Charitable Fund' with your sponsorship form to:

RUHX  
Royal United Hospitals Bath NHS Foundation Trust  
Combe Park  
Bath  
BA1 3NG

- 3.5 Please ensure any sponsorship forms used are completed in full and are returned to the above address to enable us to claim GiftAid where possible.
- 3.6 Unfortunately sponsorship money cannot be accepted on the day of the event as we do not have suitable cash handling facilities to fulfil this purpose.

#### **4. CHANGES AND CANCELLATION**

- 4.1 Entry is personal to participants and cannot be transferred to anyone else.
- 4.2 If you arrive late you must abide by the instructions of the Event representatives in attendance at the event. For health and safety reasons, it is possible that latecomers will not be permitted to take part.
- 4.3 If you need to withdraw from the event for any reason, we ask that you notify us as soon as possible.
- 4.4 RUHX reserves the right without liability, or prior notice, to:
- a) reduce the event capacity due to unexpected circumstances
  - b) change the event venue, time and/or date
  - c) cancel the event in full
- 4.5 Where possible, significant changes will be communicated to all participants with as much notice as possible via the contact email address and/or telephone number given at registration.
- 4.6 Entry fees are non-refundable unless we cancel the event in full.

#### **5. CONDUCT**

- 5.1 All participants must abide by the terms and any rules, instructions or regulations displayed or given on the day of the event by the charity or venue.
- 5.2 Participants are required to arrive by 7.30pm.
- 5.3 Participants are responsible for travelling to and from the event themselves.
- 5.4 We respectfully ask that you do not use aggressive or abusive language and that you refrain from drinking alcohol and/or behaving in a way which may cause injury or harm to yourself and others, or which may cause offence or damage the reputation of the charity.
- 5.5 All participants must use the litter and recycling facilities available within the facility. Please do not drop litter.
- 5.6 Dogs are not allowed at the venue and cannot be brought to the event.
- 5.7 We reserve the right to ask participants to leave the event if they do not adhere to these terms, and no refunds shall be given in these circumstances.

## **6. COVID-19 GUIDANCE AND CONDUCT**

- 6.1 Due to the continued impact of COVID-19, additional rules and measures will be implemented to ensure the safety of all participants, volunteers, staff and the local community.
- 6.2 By registering for the event, you agree to abide by all the additional COVID-19 safety measures that may be put in place on the day. We reserve the right to change, alter or add to these at any time and will communicate what to expect at the event closer to the time. An overview can be found on our event webpage.
- 6.3 The Night Glow has a rigorous risk assessment process in place, to identify risks associated with the virus (as well as non-COVID19 related risks). This process aims to reduce the risk of transmission to the lowest level possible for all involved. However, by taking part in the event, you acknowledge there may be conditions and circumstances beyond our control that can lead to unforeseen risks.
- 6.4 The charity will be reviewing the UK Governments advice, road maps and national/local alert levels regularly up until the event. We are prepared to make any necessary changes to ensure the safety of all involved.
- 6.5 If you fall into a vulnerable or clinically extremely vulnerable category as per UK Government guidance, you may wish to seek advice from a medical professional to help assess the personal risks of you taking part.
- 6.6 You must not attend the event if you, or any member of your household/bubble are experiencing symptoms, have tested positive for COVID-19, have been instructed to isolate for NHS Track & Trace.

- 6.7 While registration fees are non-refundable and non-transferable (for exceptions, see Section 4), we do understand that UK Government advice relating to COVID-19 may prevent your attendance. If you are unable to attend as a result of this advice, please contact us to discuss.
- 6.8 If the event is delayed or cancelled due to reasons beyond our control, such as the impacts of COVID-19 Government guidance, or local authority advice at the time of the event, we will make all reasonable attempts to reschedule, but this cannot be guaranteed.
- 6.9 For further information from the UK Government about COVID-19, please visit: <https://www.gov.uk/coronavirus>

## **7. HEALTH, SAFETY & MEDICAL**

- 7.1 Participants understand that a cold water dip is a physical event that affects people in different ways. Participants are responsible for checking with a medical professional first if they are worried about taking part or have a medical condition.
- 7.2 You must be confident that you are physically and mentally capable of participating in the event. If you are unsure about this, you should seek medical advice before taking part.
- 7.3 Any pre-existing medical conditions that may affect participation must be declared to the charity by means of the registration form and to the venue by means of the medical waiver.
- 7.4 This event may not be suitable if you have restricted mobility, due to the nature of the event. Please contact us if you have any questions around whether this event is right for you.
- 7.5 The charity reserves the right to refuse entry to the event at our absolute discretion, if for whatever reason we consider a person unfit to take part. We may also ask you to withdraw during the event if we have concerns about your ability to complete it due to fitness, injury or otherwise. If you choose to continue, you do so with the understanding that you are no longer considered an official participant of the event and that you absolve us of all and any responsibility, and progress entirely at your own risk.
- 7.6 You are responsible for ensuring that you wear appropriate swimwear for this event. A brightly coloured swim hat is compulsory (these will be provided as part of your registration fee) and you **MUST** use a tow float and light (available to borrow free of charge). Participants have the option to hire a wetsuit from the venue (Additional cost of £5) but arranging this on the day is not possible, so participants must let us know at the time of registering.
- 7.7 All participants enter the Night Glow at their own risk. In no event shall RUHX be liable for any injuries, loss or damages whatsoever, including indirect, punitive, special, incidental or consequential losses connected with any aspect of the event.

## **8 USE OF PERSONAL DATA**

- 8.1 By providing personal data when you register for the event, you confirm that you consent to such data being used by the charity for the purposes of organising, administering and staging the event.

- 8.2 You agree that the charity can use the details that you have provided to discuss your fundraising activity and follow up on your progress. If you provide personal data on behalf of additional entrants, you also confirm that you have obtained their consent for such data to be used for the same purposes.
- 8.3 Your personal information may also be used for the purposes of sending communications to you, where you have consented to receiving information about the charity's work when registering for the event.
- 8.4 All personal data held by us will be handled in accordance with applicable privacy and data laws. See RUHX's privacy statement here: <https://ruhx.org.uk/privacy-policy/>

## **9 FILMING & PHOTOGRAPHY**

- 9.1 The charity and our authorised photographers/videographers will be filming and photographing the event and may use photographs or footage of you, your family or team for charitable purposes.
- 9.2 The venue (West Country Water Park) will also be photographing at the event to use images in their marketing. Unless stated otherwise, participants consent to this at the point of registering.
- 9.3 All authorised photographers/videographers have been instructed to ask for permission before taking an individual photos/filming of children at the event. This cannot be guaranteed in shots where children are incidentally included.
- 9.4 By taking part or attending the event, you confirm you are happy for any photographs, video footage or stills taken during the event to be used by the charity to publicise the event and/or other fundraising purposes including but not limited to, advertising, publications, marketing material and any other documents that may be made available to the public.
- 9.5 The charity will not identify anyone by name in publicity without their prior agreement.
- 9.6 No personal details of a participant under the age of 18 will be used in any publicity materials without consent of their parent or legal guardian, but we may use images where children are incidentally included.
- 9.7 If you provide photographs or videos taken during the event to the charity, or post or tag on RUHX's social media accounts, you agree that these may be used for charitable purposes. By sending such photographs or videos to us, you are also confirming that anyone featuring prominently in any such photograph has consented to their image being used in this way.
- 9.8 If you do not want your image to be used please email [fundraising@ruhx.org.uk](mailto:fundraising@ruhx.org.uk).

## **10 LIABILITY**

- 10.1 All participants, volunteers and spectators attend the Night Glow at your own risk.

10.2 RUHX shall not be liable for any injury, damage or loss to participants or their property that might occur as a result of their participation or attendance at the event, other than in respect of any injury or loss arising as a result of our negligence. For the avoidance of doubt, nothing in this clause shall exclude or limit our liability for any liability that cannot be excluded or limited by law.