

## Trailwalker UK 2022

### Terms and Conditions – Military

#### Military Team Definition:

- (1) "A Military Team must consist of participants who serve on active Regular or Reserve terms of service as part of the Army, Navy, RAF, as a MoD Civil Servant or within a UOTC. Cadets, retired service personnel and Defence contractors are not eligible for Military Team status"
- (2) "All members of a Military Teams must fulfil the criteria at paragraph (1). A hybrid team of Military and Non-Military participants will not be regarded as a Military Team.
- (3) "Each member of a Military Team is responsible for ensuring that they have been Risk Assessed to participate in TW22 by an appropriately empowered DDH/Military Officer and in accordance with the TW22: ENDURANCE EXERCISE instruction. (accessible via [Defence Connect](#) and [MODNET](#))
- (4) "Unit accessed public funds have been authorised to cover Military Team entrance fees and event transport costs in accordance with the TW22: ENDURANCE EXERCISE Instruction (accessible via [Defence Connect](#) and [MODNET](#)). Please see [ACSO 1209](#) for further details.

#### The Event:

- You undertake to either walk or run the 100KM in teams of four along a predetermined route within 30 hours, and within the checkpoint cut-off times outlined in the Event Guide (the "**Event**"), in order to raise sponsorship funds for Oxfam and The Gurkha Welfare Trust.
- You understand that you can only partake in the Event within a team of four members (the "**Team**") and by identifying a support crew member, all of whom must be 18 years of age or more on the day the Event starts.
- You understand that it will be your obligation to assemble the Team.
- You acknowledge that the Event is organised and promoted by Oxfam GB, The Gurkha Welfare Trust and the Queen's Gurkha Signals in order to raise funds for Oxfam GB and The Gurkha Welfare Trust (the "**Event Organisers**").
- You understand that in light of COVID-19, the Event Organisers reserve the right to alter the event with additional safety measures, such as staggered start times and locations, in order to keep participants, volunteers and delivery teams safe. All alterations will be communicated as soon as possible in advance of the Event taking place.

#### Entry to the Event:

- By submitting an application, you (the "**Team Leader**") are agreeing to enter into the Event on behalf of your Team and agree to abide by these Terms and Conditions, the Event Guide and any instructions given to by the Event Organisers and officials of the Event.
- You will submit an application as Team Leader and pay the Event Entry Fee on behalf of the Team provided you have each member of the Team's permission to provide their contact details to the Event Organisers. You confirm that each member of the Team meets the requirements for entry into the Event and that their contact details provided are accurate, correct and up to date. The Event Organisers will send a link to these terms and conditions to the email address provided for each member of the Team. By participating in the Event, each member of the Team will be deemed to have accepted these terms and conditions.
- You agree that submitting an application does not automatically guarantee your Team entry to the Event.
- You understand that your Team's place in the Event is not confirmed until you have paid the Event entry fee (the "**Event Entry Fee**") on behalf of the Team and received confirmation from the Event Organisers of your Team's entry.
- You acknowledge that entry works on a first come first served basis and once the Event has reached capacity no further applications will be accepted.
- You agree that valid details of all members of the Team and a support crew member must be recorded at the point of application.

- You agree that no further amendments to the Team will be permitted after 08/09/2022. After this point, please contact the Event Organisers on [events@oxfam.org.uk](mailto:events@oxfam.org.uk) who may consent to any amendments to the Team at their discretion.

**Liability:**

- You agree that, while neither the Queen's Gurkha Signals nor Oxfam GB exclude liability for personal injury or death caused by their own negligence, military teams undertake the Event against an approved risk framework and will not hold the Queen's Gurkha Signals and/or Oxfam GB or The Gurkha Welfare Trust responsible for:

(a) any damage to, or loss of personal property; or

(b) any accident or injury which does not result from the negligence of the Queen's Gurkha Signals or Oxfam GB arising directly or indirectly or in any manner whatsoever out of or in connection with the Event; or

(c) any costs incurred in the lead up to and the Event itself; including but not limited to should the Event Organisers decide to cancel or suspend the event.

**The hazardous nature of the Event:**

- You understand that the Event involves sustained physical exercise in a remote area and involves walking at night over rugged terrain.
- You agree that you are responsible for your own fitness and health to take part in the Event and have consulted a doctor about your participation if you have a medical condition or concerns.
- You understand that the Event will include several road crossings and some short sections along roads. All normal road rules apply and teams should take extreme care while on roads. High-visibility vests must be worn when on road sections during the night by the team members at the front and back of the Team.
- You understand that all of the Team must be 18 years or over on 23/09/2022 to be eligible to take part in the Event.

**Cancellation by you before the Event:**

- You acknowledge that should you wish to cancel your entry to the Event, the Event Entry Fee is non-refundable or transferable to future events, save in exceptional circumstances as determined by the Event Organisers at their absolute discretion.
- You agree that a substitution of any of the Team is permitted until three weeks before the Event. All changes must be communicated to the Event Organisers before this date. Any changes made after this date are confirmed at the discretion of the Event Organisers.
- In the case of a withdrawal from the Team / or a Team member before the Event, the Team / or a Team member must contact donors and ask if they are still happy for sponsorship monies to go to the Event Organisers, and request for refunds to be issued if not.
- You understand that in the three weeks prior to the Event, teams of three members may be given permission to start the Event. Permission is required in writing from the Event Organisers. Teams of less than three people will not be permitted to take part in the event.

**Cancellation by you during the Event:**

- You agree that any member of the Team who is injured or exhausted during the Event must be brought to the nearest checkpoint for assistance. If the casualty cannot be moved, one person from the Team must stay with them while the remaining members seek help. Under no circumstances is a casualty to be left unattended.
- You agree that if you wish to withdraw from the Event you must 1) report to the nearest checkpoint or contact an Event Organiser and 2) return the Event tracking equipment.

- You understand that it is the responsibility of the remaining Team members to ensure that the Event Organisers are aware of the withdrawal of any Team member and the Team may not continue until it has been reported.
- You understand that with the permission of the Event Organisers, Teams with three remaining members may be permitted to start the Event, as a last resort, or continue in the event of a member of the Team withdrawing during the Event.
- You understand that with the permission of the Event Organisers, if two members of the Team withdraw, the remaining two members of the Team may continue if a different Team formally accepts responsibility for them for the remainder of the Event.
- You understand that Teams with two remaining members may not start the Event unless they can be paired with a different Team (with two or more members).
- Support crews must have the capability to provide support at each checkpoint and be able to remove Team members if they withdraw from the Event.

#### **Cancellation by us:**

- You understand that the Event Organisers reserve the right to cancel, alter or suspend the Event without notice, in consultation with Emergency Services and major event stakeholders/land owners. Reasons that the Event may be cancelled are, but not limited to: fire, flood, adverse weather conditions (including high temperatures), acts of war or violence, malicious damage, explosion, earthquake, strike, civil disturbances, political unrest, riot, labour dispute, power cuts, path instability, and foot and mouth disease or other such disease, infectious viruses such as coronavirus or any other cause beyond the Event Organisers' control.
- You understand that depending on the time at which the Event Organisers cancel the event, you will have the following options with regards to your entry fee (you will be only able to opt for one of these options):
  - Defer your entry fee to the next Trailwalker UK event
  - Donate your entry fee to Oxfam and The Gurkha Welfare Trust
  - 100% entry fee refund if Event is cancelled on or before 24/06/2022
  - 50% entry fee refund if Event is cancelled between 25/06/2021 – 18/09/2022
- You acknowledge that any sponsorship raised up until the time the Event is cancelled will not carry over into a future event.
- You understand that you will not be entitled to any reimbursement of any personal expenses incurred, such as travel or accommodation, and you should ensure you have appropriate personal insurance against these costs before booking.

#### **Rules and regulations:**

- You understand that the Team must start together, remain together on the trail and must check in at each checkpoint and the finish point together. The Team may not leave a checkpoint until the whole Team has reached that checkpoint (unless a team member withdraws - please see **Cancellation by you during the Event** for more details).
- You agree that the Team's recorded time at each checkpoint and at the finish will be the time of the last member of the Team.
- You acknowledge that it is the Team's responsibility to ensure that they have been correctly checked-in at each checkpoint.
- You agree that you may not be transported by vehicle along any portion of the trail or between any points on it unless you have formally withdrawn from the Event.
- You agree to wear the timing equipment and identification number provided at all times during the Event.
- You agree to return the timing equipment on the day of the Event or be liable to an additional £30 charge to cover the full cost of the device.
- You agree to comply with [The Countryside Code](#) at all times during the Event. (This includes but is not limited to all participants and support crews respecting the environment and not dropping litter).
- You agree to comply with any safety instructions given to you by Event officials.
- You use the litter and recycling bins at the checkpoints.
- You understand that the Team must leave each checkpoint before the maximum cut off time stated in the Event Guide in order to continue during the Event.
- You understand that failure to wear identification numbers, failure to comply with safety order notices issued by the Event Organisers, failure to follow the rules and regulations/Event Guide or acting dangerously or unfairly to gain advantage during the Event may result in disqualification.
- You agree to keeping noise levels to a minimum when walking in residential areas, specifically at night.

- You agree to behave in a way that does not cause offence to fellow participants, event staff or the public, and does not in a way bring the Event Organisers disrepute.

#### **Pre-Event Registration:**

- You understand that the Team register and receive the safety brief prior to taking part.
- You understand that registration is a mandatory safety procedure and it is the Team's responsibility to ensure that this is completed in good time prior to their allocated starting slots.
- You understand that no member of the Team should be substituted after the Team has registered onsite at the Event.
- You understand that registration includes signing an essential kit disclaimer form to ensure that each member of the Team is adequately equipped to take part.
- You agree that if you are deemed by the Event Organisers to be inadequately equipped or prepared you may be disqualified on safety grounds. (A list of essential items will be provided to all participants).
- If you are a smoker, you agree to smoke only in the designated area provided at the registration site.

#### **Support crew:**

- You agree that each Team must have a support crew to provide practical and emotional support throughout the Event. Each support crew is responsible for transporting the Team's provisions, including food, changes of clothes, a first aid kit and any necessary medication during the Event (professional event medics will be on hand for serious incidents). It is strongly recommended that your support crew consists of four people.
- You understand you must organise your own support crew to transport you to the start and from the finish and to provide assistance at checkpoints along the trail. Your support crew will also be responsible for transporting any members of the Team that withdraw from the Event.
- You agree to communicate to your support crew that they must drive safely, remain well rested and only arrive at checkpoints when required to avoid congestion and park safely, without hindering the flow of traffic or endangering the safety of participants and other people.
- You agree that some checkpoints may be closed to support crew at the Event Organisers' discretion subject to weather conditions.
- You agree that support crew vehicles must not exceed the size of a 12 seater mini bus (2.5m x 5.5m).
- You agree that only one support crew vehicle per team is allowed access to a checkpoint at any one point and only one vehicle pass will be issued per support crew.

#### **Results and awards:**

- You acknowledge that only registered members of the Team who complete the Event will receive a medal.
- You agree that only registered teams that complete their challenge as a team of four within the relevant cut-off time will be entered into the official team results.

#### **Marketing and communications:**

- You agree that images, film and interview material taken at the Event of all the Team and support crew members may be used by the Events Organisers to promote the Event and Oxfam sponsored challenge events in the future. You can opt out of having your image used by contacting the Oxfam Events Team at [events@oxfam.org.uk](mailto:events@oxfam.org.uk) or 0300 200 1300.
- You understand that the Event Organisers will contact you regularly with administrative communications about your taking part in the Event, including logistical and fundraising information.

#### **Your data:**

- We collect some or all of the following Personal Data from you when you register to participate and when you participate in the Event.
  - Name
  - Email
  - Phone number
  - DOB
  - Gender

- Postal address
- Medical information
- Emergency contact information
- This data will be shared with The Queen Gurkha Signals Regiment, Oxfam GB's event organisation partner who oversee participant safety throughout the event or an alternative third-party responsible.
- Unless you consent to other uses of your data, we will collect and process your Personal Data solely to enable us to provide our services to you in connection with the Event, including using your Personal Data:
  - to confirm and verify your identity;
  - to provide you with details of the Event;
  - to administer the Event and enable you to participate in the Event;
  - for the compilation of anonymised statistical information; and
  - to satisfy our legal, accounting or reporting requirements.
- We process any medical data which you disclose so as to protect your health during the Event. This will be shared with our Medical supplier – to keep you safe in case you need assistance during the Event (Name, Gender, DOB, Medical Information, Mobile Number, Emergency Contact Name and Number).
- We share your data:
  - With the Event photographers – in connection with the Event photography (Name, Team Name). This is so that you are able to find photos of yourself on the photographer's website.
  - With the Tracking supplier – to enable them to process the tracking equipment for the Event. (Title, Name, Mobile Number, Emergency Contact Name and Number).
  - On our Trailwalker website - [www.oxfam.org.uk/trailwalker](http://www.oxfam.org.uk/trailwalker) - (this will appear on the website for up to 1 month following the Event) to enable you to track your progress through the Event (Name, Team Name)
  - On our supplier's public tracking website – (this will appear on the website for up to 1 month following the Event) - to enable you to track your progress through the Event and check your official finish time. (Name, Team Name)
- Your information will not be passed to other third parties without your consent.
- You can withdraw your consent at any time by contacting the Events Team on [events@oxfam.org.uk](mailto:events@oxfam.org.uk).
- For details about Oxfam's work and your rights, please see the privacy page of our website: [www.oxfam.org.uk/privacy](http://www.oxfam.org.uk/privacy)

### **Photography & videography:**

- Images, film and interview material taken during the Event of all participants and support crew members may be used by the Event Organisers to promote the Event and Oxfam sponsored challenge events in the future. These images and any associated comments will be used in connection with Oxfam GB and the Gurkha Welfare Trust's work to help end poverty. Content may be edited and used on any or all of Oxfam GB platforms, as well as by donors, partners or other external organisations to promote Oxfam GB.
- Should you not wish your image to be used in this way, please inform our photographers and/or videographers so they can avoid capturing images in which you are the subject. Please contact the Oxfam Events Team at [events@oxfam.org.uk](mailto:events@oxfam.org.uk) to opt out or for further information.
- The materials will be stored on Oxfam GB's secure servers and new content will not be created from these after 5 years without your consent. In the case of material published online and offline, it is possible that ongoing, existing use of this content will continue for longer than 5 years.

### **Marketing and communications:**

The Event Organisers will contact you regularly with administrative communications about your taking part in the Event, including logistical and fundraising information.

Oxfam and The Gurkha Welfare Trust would like to keep you updated about the projects, fundraising activities and appeals. They will only do this if you provide consent. For more information about how your data will be used at the beneficiary charities, here are the privacy policies:

Oxfam: <https://www.oxfam.org.uk/privacy-and-security/full-privacy-policy>

The Gurkha Welfare Trust: <https://www.gwt.org.uk/privacypolicy/>