



The KILTWALK Terms and Conditions

The Kiltwalk

The Kiltwalk is a charity registered in Scotland with the Office of the Scottish Charity Regulator (registered number SC042580) and having its principal office at Mercantile Chambers, 53 Bothwell Street, Glasgow, G2 6TS ("The Kiltwalk"). Kiltwalk Trading Limited (company number: SC515326), whose registered office is at 53 Bothwell Street, Glasgow, Scotland, G2 6TS (the "Company"), is a wholly owned subsidiary of The Kiltwalk, a charity registered in Scotland (registered charity number: SC042580), whose registered office is at 53 Mercantile Chambers, Glasgow. Kiltwalk Trading Limited donates distributable profits to The Kiltwalk in accordance with the Gift Aid rules.

The Event

The Kiltwalk is the organiser for the 6, 8, 13 and 26 mile walking event held throughout Scotland every year (the "Event").

Kiltwalk Registration Terms and Conditions

Entry fee

Your entry fee will go towards staging and running the Event. The entry fee is non-refundable.

Fundraising

Every pound which you raise for charity will be forwarded to your chosen charity or charities. All participants have a legal responsibility to ensure that all sponsorship monies/donations received for the Event are paid to The Kiltwalk for onward transmission to your chosen charity or charities or, where you have not chosen a charity, to one or more of The Kiltwalk's nominated charities. Details of the Kiltwalk's charities can be found at www.thekiltwalk.co.uk. Gift Aid is retained by The Kiltwalk and will go towards the staging and running of the event.

Declaration

- * I understand that by participating in the Event I will be raising funds for my chosen Scottish charity. Any funds that are unallocated to a specific charity, where I do not choose a specific charity, will be distributed via a third party to one or more of The Kiltwalk's nominated charities on my behalf.
- * I understand that by failing to actively fundraise I may jeopardise my participation in the Event for future years. By selecting a charity or cause to receive my fundraising, I agree that The Kiltwalk will share my name, address, e-mail address, telephone number and the amount raised by me with my selected charities or causes to allow them to acknowledge receipt of my fundraising and to contact me by letter, e-mail and telephone with information about them and future events organised by them or in which they are involved.
- * I wish to enter the Event and understand that I do so at my own risk and that The Kiltwalk will not accept liability for any injury, loss or damage that I may suffer as a result of my participation. I understand that my statutory rights remain unaffected.
- * I hereby certify that the information that I have provided relates to me and my emergency contact and is correct to the best of my knowledge and I hereby consent to the processing and transfer of my personal data, including any sensitive personal data, for the purposes set out in these Registration Terms and Conditions, the General Conditions of Entry and the Privacy and Cookie Policy.

Kiltwalk Event Conditions

The Event

By submitting a registration form, you agree to enter into the Event and abide by these Event Conditions, Registration Terms and Conditions, and any instructions given to you by The Kiltwalk and its representatives.

Where you are provided with an electronic chip by The Kiltwalk to record your time, this must only be used in accordance with the instructions given by The Kiltwalk. You agree to return the electronic chip at designated points located near to the finish line of the Event or within 30 days of the date of the Event by post to The Kiltwalk, Mercantile Chambers, 53 Bothwell Street, G2 6TS, Glasgow. If you fail to return the electronic chip, The Kiltwalk will be entitled to charge you for the replacement cost of the chip (currently £10).

Entry

To register for the Event, you must submit a registration form and pay an entry fee. Your registration will be confirmed by The Kiltwalk by e-mail. The entry fee is non-transferable and non-refundable. The entry fee contributes towards staging the Event.

The Kiltwalk is unable to accept any entries on the Event day.

* Late Arrival - All participants arriving late must abide by the instructions and decisions of the Event director and other officials for The Kiltwalk. It is possible that latecomers will not be permitted to take part in the Event.

Age restrictions:

26 Mile walk only participants aged 13 and above can take part in this walk;

13/8 Mile walk only participants aged 10 and above can take part in this walk; and

6 Mile walk only participants aged 5 and above can take part in this walk.

Any person under the age of 16 wishing to participate in the Event guardian must obtain the written consent of their parent or legal guardian in the form provided by The Kiltwalk for participation in the Event and provide The Kiltwalk with a copy of such consent along with their registration form.

* Entering under 16 year olds an adult must accompany any participant aged under 16 for the duration of the Event.

* Groups of children and young people when accompanying a group of children aged between 5-7 years old there must be one adult for every eight children and for children aged 8 to 16 years old there must be one adult for every 10 children for the duration of the Event.

Event entry will close when maximum participant capacity is reached, but no later than 2 weeks before the Event.

* Date of the Event The Event is expected to take place on the stated date, however, The Kiltwalk reserves the right to change the exact date of the Event for any reason, including, without limitation, if advised to do so by local authorities, Police Scotland or the venues being used. No refunds or compensation will be paid to participants in these circumstances.

* Alcohol no alcohol is to be brought to the Event sites or consumed during the Event.

Changes to the Event The Kiltwalk reserves the right to change the course of the Event, or make any other amendment to the Event that The Kiltwalk deems necessary to stage the Event. Any change to the Event will be communicated to you at the Event or sooner if practicable.

Should the course distance be reduced, you hereby agree that the Event is still deemed to be staged and that The Kiltwalk will not be liable to you for any refund.

Once you have registered for the Event you are unable to switch to an alternative distance or start time without first notifying The Kiltwalk. This is because The Kiltwalk has strict capacity limits for each start time, and for health and safety reasons The Kiltwalk needs to make sure that neither the Event distance nor start time exceeds its individual capacity.

If you do wish to switch to an alternative distance or start time please contact the Kiltwalk office no later than 2 weeks prior to the Event on contactus@thekiltwalk.co.uk or 01416117919 and The Kiltwalk will endeavour to support your request.

The Kiltwalk reserves the right to refuse entry to participants who try to take part in the wrong Event distance or start time without prior approval.

Closure of course and finish venue

The Kiltwalk reserves the right to shut down the Event course and close access to the finish venue of the Event at 10.30pm on the Event day. Any participant who has not finished the Event by this time but chooses to continue does so at their own risk with the understanding that they are no longer considered a participant in the Event, and as such are not eligible for any Event resources (including but not limited to pit stops, suppliers, venues, refreshments, course direction/support, personnel etc), and that they absolve The Kiltwalk of all and any responsibility.

Certain parts of the Event course may need to be closed for health and safety reasons by a certain time in the day and all participants are asked to adhere to these rules. Any participant who has not finished this part of the Event by this time but chooses to continue does so at their own risk with the understanding that they are no longer considered a participant of the Event, and as such are not eligible for any Event resources (including but not limited to pit stops, suppliers, venues, refreshments, course direction/support, personnel etc), and that they absolve The Kiltwalk of all and any responsibility.

Cancellation by you

You should inform The Kiltwalk immediately by contacting The Kiltwalk on contactus@thekiltwalk.co.uk or 01416117919 if you need to withdraw for any reason. If you do so, your entry fee will not be refunded but you will be permitted to have a guaranteed entry for the next year's Event subject to submitting a registration form and paying the entry fee. If you have obtained a place from a charity then the place will revert to the charity.

Cancellation by us

The Kiltwalk may cancel the Event if circumstances beyond our reasonable control arise, including, without limitation, war, civil or political unrest, terrorism, inclement weather conditions or any other unforeseen circumstances.

In such circumstances:

- * The Kiltwalk will, if practicable, provide written notice of cancellation to the address given by you. In the event that written notice is not practicable due to the timescales involved The Kiltwalk will use reasonable endeavours to provide other suitable methods of notice including, e-mail, mobile phone, text message, television and radio broadcasts;
- * you will receive a refund of the entry fee; and
- * in the event of cancellation of the Event The Kiltwalk will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs.

Event safety

By registering for the Event you agree to abide by the Code of Conduct and at all times during the Event you must adhere to all instructions given by the Event officials. You are required to wear sensible clothing and footwear, including warm and waterproof clothing if required.

Participation in the Event is personal to you; you are strictly prohibited from swapping, selling or transferring or offering to sell, swap or transfer the place in the Event or allowing any other person to wear your Event ID in form of a registration card and lanyard.

Any breach of this condition shall render your entry void. If you are found to be in breach of this condition The Kiltwalk reserves the right to exclude you from participation in the Event and any future Events.

You are not permitted to use any item that could potentially inhibit the flow or safety of other participants or which The Kiltwalk, in its reasonable opinion, deem may cause danger or risk of danger to you or other participants.

You warrant and represent to The Kiltwalk that you will be on the Event date, sufficiently fit and healthy to participate in the Event unaided. If you are in any doubt The Kiltwalk recommends that you seek medical advice.

Event ejection

The Kiltwalk reserves the right to refuse entry to the Event or to ask you to cease participation if:

- * you fail to follow instructions given by Event officials
- * you attempt to participate in the Event in a manner that The Kiltwalk at its sole discretion considers:
 - * may cause injury to you or another participant;
 - * may damage or harm the environment;
 - * in our opinion is likely to cause offence;
 - * otherwise causes a risk or potential risk to health and safety;
- * you fail to arrive at the start location at the specified time;
- * you are unable to make sufficient progress in the Event to allow you to complete the Event in line with timelines set by Event officials; or
- * in The Kiltwalk's opinion you are unfit to participate in the Event because of:
 - * the consumption or use of alcohol or drugs; or
 - * an injury or illness.

Use of images

The Event may be televised, filmed and/or otherwise recorded and photographs may be taken all of which may capture your participation in the Event.

By registering for the Event, you are deemed to have given your consent for the publication of such photographs, filming, recording and broadcasts and their use by Kiltwalk and those authorised by us in any way which we may see fit now or in the future including but not limited to film, broadcast, radio, TV, publications and publicity.

Any audio, visual, or audio-visual recordings that you make of the Event or any part of it are for personal use only and cannot be used for any commercial purpose.

Liability

In no event shall The Kiltwalk be liable to you whether for breach of contract, any delictual act or omission (including negligence) or otherwise, under or in connection with General Conditions of Entry for any:

- * loss or damage
- * loss of profit
- * loss of reputation
- * loss of business, revenue or goodwill;
- * loss of anticipated savings
- * pledges made on your behalf or by you to charity
- * consequential or indirect loss or damage, regardless of whether the loss or damage: (a) would arise in the ordinary course of events; (b) is reasonably foreseeable; or (c) is in the contemplation of the parties, or otherwise.

Nothing in these General Conditions of Entry shall affect The Kiltwalk's liability for death or personal injury arising as a consequence of The Kiltwalk's negligence, fraud, or any other liability to the extent it cannot be excluded or limited by law.

Conduct

The Kiltwalk respectfully asks all participants along with their supporters not to use aggressive or abusive language towards our organisers, marshals, officials and volunteers.

The Kiltwalk respectfully asks all participants along with their supporters to be respectful of local residents whilst out on the route and not to make any excessive noise.

The Kiltwalk respectfully asks all participants and their supporters to use the litter and recycling facilities available within the venues and around the course. Please respect the communities you are walking through and do not drop litter but carry it with you until you can dispose of it responsibly.

The Kiltwalk asks that all participants and supporters refrain from smoking at the Event.

The Kiltwalk reserves the right to ask participants to leave the Event if they do not adhere to this condition.

Medical information

You are responsible for your own medical condition. If you are in doubt about your ability to take part in the Event or if you have any medical condition, consult your doctor prior to commencing your exercise programme or taking part in the Event. The Kiltwalk, the charities benefitting from the Event and the Event sponsors do not accept any liability for the health of any participant.

Any participant unsure of their physical ability to take part in the Event must seek professional medical advice prior to the Event.

First aid facilities will be provided at the Event. In the event that you are required to use such facilities, you hereby consent to any details obtained by the medical providers, including details of your condition, medication, medical history and treatment, being provided to The Kiltwalk.

The Kiltwalk shall only use these details for administration and health and safety purposes and to fulfil its legal obligations (including under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995). All medical details will be securely held by The Kiltwalk. The information will be handled in accordance with the terms of the Data Protection Act 1998. For further information please see The Kiltwalk's Privacy and Cookie Policy.

In the case of an emergency, you hereby agree that The Kiltwalk may provide any personal information that you provide to The Kiltwalk to the emergency services or health care professionals for the purposes of treatment and may use them for the purposes of contacting your selected emergency contact.

The Kiltwalk takes reasonable steps to minimise the risk of injury to participants during fundraising events. There is a stringent risk assessment process in place for the Event, which aims to minimise or eliminate the risk to everyone taking part. By taking part in this Event, you acknowledge and agree that there may be conditions or circumstances beyond The Kiltwalk's control that can lead to unforeseen risks. If you have any concerns or queries please contact The Kiltwalk at contactus@thekiltwalk.co.uk before agreeing to take part in this Event.

The Kiltwalk reserves the right to refuse entry into the Event if for whatever reason it considers that a person is unfit to take part.

Data protection

The information on the registration form (including any sensitive personal data) is processed for the following purposes:

- * to assess an applicant's suitability to participate in the Event;
- * to make arrangements in connection with the Event, including but not limited to: booking and payment arrangements; and
- * to ensure the safety and security of all participants in the Event, including but not limited to health and safety purposes.

We may share your information with The Kiltwalk's Event partners. You hereby agree to the terms of The Kiltwalk's Privacy and Cookie Policy.

Spectators

Any person spectating at the Event does so entirely at their own risk and The Kiltwalk shall not be liable for any injury or loss that might occur as a result of their attendance other than where such injury or loss is as a result of Kiltwalk's negligence.

Spectators are not permitted to walk the route of the Event with participants. Everyone walking The Kiltwalk must be a registered participant.

Dog walkers Code of Conduct

* The Kiltwalk holds Public Liability Insurance, however, pets should be insured by the participating owner wherever possible.

- * The Kiltwalk does not accept any liability for any accident, injury or loss of any pet during or after the Event.
- * By participating in The Kiltwalk with your dog, you do so at your own risk.
- * You are responsible for the dog's safety and behaviour at all times. At all times you must control your dog's behaviour.
- * You agree to keep the dog on a lead in all instances.
- * You and your dog are representing The Kiltwalk and so please adhere to the requests of volunteers, other participants and non-participants along the route.
- * Please check your dog's paws at regular intervals to ensure no injuries are sustained.
- * Understand that it is a chargeable offence if you do not immediately clean up fouling by your dog and dispose of the waste in any public litter bin. Please be aware that you can be fined a spot fine of £40 (rising to £60 if not paid within 28 days) for failing to do so under the Dog Fouling (Scotland) Act 2003. Note the law covers all public open spaces.
- * It is your responsibility to resolve any situations arising between your dog and others. It is not the responsibility of The Kiltwalk, nor any of its affiliated charities, to marshal the behaviour of any dogs at the start, finish or along the route of the Event.
- * It is your responsibility to adhere to any specific rules that are imposed to The Kiltwalk with the venues used. These will be made known to you in advance of any Event.

General

If there is a conflict or inconsistency between any provision contained in the body of these General Conditions of Entry and any provision contained in the Event Conditions, except where provided to the contrary in the latter, the Event Conditions prevail to the extent of the conflict or inconsistency.

The Kiltwalk Code of Conduct

We're all in this for one main purpose, to walk for Scotland's charities, and we all go to extraordinary lengths to make this happen - from walkers to volunteers, staff to charities. We ask Kiltwalkers to adhere to a very simple principle - to behave in an appropriate manner and to treat fellow walkers, volunteers, staff and the general public with respect. Whether at a Kiltwalk event or on social media, any offensive, abusive to threatening behaviour, acts of aggression or violence, intentional damage and general nuisance will not be tolerated and may result in you being removed from an event or your registration being cancelled for a future event.

If necessary we will notify and provide evidence to the police. On social media repeated criticism of The Kiltwalk that may damage the reputation of the charity will be removed, and the persons involved may be blocked and their registration for future events cancelled.

Kiltwalk Privacy and Cookie Policy

We, The Kiltwalk, are committed to protecting and respecting your privacy.

Information held and processed by The Kiltwalk is in accordance with the requirements of the Data Protection Act 1998. We will not give out your personal information to third parties for marketing purposes. If you no longer wish to receive communications from us please contact us at contactus@thekiltwalk.co.uk

By using our website, you agree to this policy. If you do not agree, please do not use our website or submit any personal data through it.

For the purposes of the Data Protection Act 1998, the data controller is The Kiltwalk, having its principal office at Mercantile Chambers, 53 Bothwell Street, Glasgow, G2 6TS.

Introduction

The Kiltwalk uses information collected from supporters/ visitors to this website to improve the information available on our website and to improve your online experience. This policy (together with any other documents referred to within it) sets out details of the personal information we collect about you

and the ways in which we may use that information. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

When do we collect personal information?

We collect personal information from you when you complete a contact form and when you enter any events or competitions on this website. You may also be asked whether you would like to participate in surveys about this website to help us improve our service. Whether you participate in these surveys or not will be up to you.

Information we may collect from you

We may collect and use the following information about you:

- * information that you provide when filling in forms or creating an account on our website (www.thekiltwalk.co.uk). We may also ask you for information when you report a problem with our website or submit an enquiry to us via the "Contact Us" page;
- * information that you provide when you enter any events or competitions on our website;
- * information that you provide when you complete a survey on our website;
- * information that you provide when you upload content (including comments and text) to our website;
- * if you contact us by phone, e-mail, social media or otherwise, we may keep a record of that correspondence; and
- * details of your visits to our website including, but not limited to: traffic data; location data; weblogs; and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access. The information you give us may include your name, address, location, e-mail address, details of your device and particulars of your social media accounts.

IP addresses

We may collect information about your computer or other access device, including, where available, your IP address, operating system, browser type and version, time zone setting and browser plug-in types and versions for system administration and to collate aggregate information. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

Cookies

Our website uses cookies to distinguish you from other users of our website. A cookie file (a small file of letters and numbers that we store on your computer or other access device) will be placed on your computer or other access device each time you visit our website.

We also use analytical cookie files. These allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using them. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

You can find more information about the individual cookie files we use and the purposes for which we use them in the table below:

Cookie Name	Purpose	More information
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Google Analytics _utmt	Used for Analytics	30 mins
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Google Analytics _utma	Used for Analytics	2 years
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Google Analytics _utmc	Used for Analytics	When user exits browser
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Google Analytics _utmz	Used for Analytics	6 months
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Google Analytics _utmb	Used for Analytics	30 mins
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Site_session _Kiltwalk_session	Tracking the user's movement through the website	When user exits browse
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You can find more information about the individual cookie files we use and the purposes for which we use them in the table below.

If you wish to delete any cookie files, please refer to the instructions for your file management software to locate the file or directory that stores cookies. Our cookies will contain the domain name "thekiltwalk.co.uk" within the file name.

You may refuse to accept cookie files by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you choose this setting, you may be unable to access certain parts of our website.

Where we store your personal data

The information that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy and cookie policy.

All information you provide to us is stored on our secure servers.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will take all reasonable endeavours to protect your personal information, we cannot guarantee the security of your data transmitted to our website; any transmission is at your own risk. Once we have received your information, please be assured that we will use strict procedures and security features to try to prevent unauthorised access to, destruction of or damage to such personal data.

What may your personal information be used for?

If you are a supporter of The Kiltwalk, we may use your personal information to:

- * to assess and develop future events and activities for The Kiltwalk;
- * improve our website and to ensure that content from our website is presented in the most effective manner for you and for your computer or other access device;
- * to carry out our obligations arising from and managing any content which you upload to our website, including but not limited to, contacting you in relation to content which is uploaded that does not comply with our terms and conditions of website use;
- * to administer our website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- * to notify you about changes to our service and events;
- * to allow us to consider your comments, queries and suggestions and respond, if necessary;
- * as part of our efforts to keep our website safe and secure;
- * to comply with any legal obligations; and/or
- * to enable or facilitate the exercise of our rights under our terms and conditions of website use.

We and our Event partners may also contact you by post, telephone, e-mail or other electronic messaging service with information on products and events that may be of interest to you. By providing us with your telephone number, e-mail address and / or social media account(s) details, you consent to being contacted by these methods for these purposes. If you do not wish to receive such communications from us, please e-mail us at contactus@thekiltwalk.co.uk and include "Your Communications" in the subject line of the e-mail. If you do not wish to receive such communications from our partner organisations, please e-mail us at contactus@thekiltwalk.co.uk and include "Event partners communications" in the subject line of the e-mail.

If you participate in an event, we may use your personal information for the purposes set out in the general conditions of entry for that event.

Disclosure of your information

We may share the personal information supplied by you (except for any financial transaction information) with authorised third parties unless you have specifically denied consent for us to do so.

If you choose to receive information about the activities of other charities whose aims are similar to our activities, we will only disclose your personal information to those organisations who have assured us that they will not use your personal information for any purpose other than to provide this information to you. If after receiving information you decide that you no longer want your details held by that organisation, you should contact that organisation directly.

You should be aware that if you subsequently give any personal information to another charity or organisation, the uses to which that information may be put will be determined by that charity or organisation's privacy policy. This policy will no longer apply.

If you are a supporter of The Kiltwalk, you may at any time change your mind about receiving information from us. If you initially chose to receive such information, and subsequently decide that you no longer wish to receive information about The Kiltwalk, you can notify us by contacting us at the address below.

By registering for a place at the event and therefore pledging to raise money for my chosen charity through the Kiltwalk, I consent to The Kiltwalk making my contact details available to my chosen charity. By checking this box I acknowledge that an everydayhero fundraising page will be automatically generated upon payment, and hereby agree to fundraise using the everydayhero platform. Full everydayhero terms and conditions can be viewed here: <https://everydayhero.com/uk/terms>

The Kiltwalk registration system is managed by Primo Events, I consent to Primo Events accessing my registration data solely for the purposes of supporting and managing the event and agree to Primo Events terms and conditions which are available here: <http://primoevents.com/terms-conditions/>

Updating and amending your personal information

As a supporter of The Kiltwalk, you have control over the accuracy of your personal information. If, at any time, you wish to verify, update or amend the personal information you have provided, you can do so by contacting us at the address below.

Who Cares? Scotland, 5, Oswald Street, Glasgow, G1 4QR

Access to information

The Data Protection Act 1998 gives you the right to access the personal information that we hold about you. Your right of access can be exercised in accordance with the Data Protection Act 1998. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Changes to our privacy and cookie policy

Any changes we may make to our privacy and cookie policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy and cookie policy.

Email policy

All messages sent from The Kiltwalk email accounts are private and confidential. If you receive a message in error, please notify us and remove it from your system. Any views or opinions expressed via email are solely those of the author and do not necessarily represent those of The Kiltwalk. Although we have taken steps to ensure emails and attachments are virus-free, we do not accept any responsibility for viruses, or for inaccurate or incomplete information or failure to deliver information. It is the recipient's responsibility to scan emails and attachments to ensure they are virus-free. The Kiltwalk may track and monitor the content of emails sent or received by its employees.