

CHARITY TERMS AND CONDITIONS - ULTRA CHALLENGE SERIES 2025

These Terms and Conditions detail the **'Agreement'** between: Action Challenge Ltd registered in England and Wales with Company Number 3825838, of 1 Cornwallis Rd, Woolwich, London, SE18 6FW (**the 'Organiser'**), and a UK Charity which has confirmed its acceptance of these Terms and Conditions via the Organiser's online authorisation form (**the 'Charity'**), in respect of its involvement in the events that make up the Ultra Challenge Series 2025.

1. INTERPRETATION

In this Agreement:

(a) **'The Series'** means the events comprising the 'Ultra Challenge Series' (~100km, ~75km, ~50km, ~25km, 10km walks / runs) which are conceived and managed by the Organiser, and are as set out on the Series website - www.ultrachallenge.com (**the 'Website'**)

(b) **'The / an Event (s)'** refers to each of the challenge events within The Series, which will take place in accordance with the itinerary and services detailed on the Website.

(c) **'Series Partners' and 'Challenge Partners'** are collections of charities of which the Charity is NOT one, which have advertising prominence on the Website and on other advertising material, as well as discounted registration fees for their participants, and are collectively known as the 'Official Charity Partners'.

(d) **'Associate Partners'** are charities who are given greater prominence across the Ultra Challenge website, and receive complimentary place on a challenge alongside their Participant(s).

(e) **'Listed Charities'** are charities that are actively involved with the Series which do not have the status of Official Charity Partners, of which the Charity is one, if confirmed as such by the Charity via the Organiser's online authorisation form. Listed Charities are detailed and advertised on the Website, and Listed Charities agree to position the Events on their own websites to help with participant recruitment.

(f) **'Participating Charities'** are charities that do not have the status and associated advertising prominence as Official Charity Partners, or of Listed Charities. Participating Charities are not listed or advertised on the Website, have no obligation to promote the Events, but can purchase entries to Event(s) at cost price for their fundraisers.

(g) **'Participant (s)'** is an 'Individual' who commits to taking part in an Event and agrees to the **'Conditions of Entry'** set out on the Website and at the point of registration. A Participant can nominate the Charity to fundraise for in association with their participation within an Event; a **'Charity Participant'** is a Participant who has nominated the Charity in this respect, and can choose one of two options – 1) **'Charity Sponsorship'** 2) **'Mixed Funding'**

(h) **'Registration Fee'** is payable to the Organiser by a Charity Participant when registering for an Event via an online process, and is subject to the Conditions of Entry which includes a fundraising pledge in favour of the Charity, and (including VAT) is :

1) For **Charity Sponsorship Option** - £50 (for ~100km), £45 (for ~75km), £40 (for ~50km), £30 (for ~25km), £10 (for ~10km)

2) For **Mixed Funding Option** - £110 (for ~100km), £90 (for ~75km), £75 (for ~50km), £50 (for ~25km), £22.50 (for ~10km)

(i) **'Fundraising'** is sponsorship money or pledges and donations collected by a Charity Participant in respect of their participation within an Event that will be sent directly to the Charity and is subject to the Conditions of Entry.

(j) **'Fundraising Target'** is an amount of minimum Fundraising associated with an individual Charity Participant who wants to take part in an Event and is subject to the Conditions of Entry, and is:

1) For **Charity Sponsorship Option** - £575 (for ~100km), £475 (for ~75km), £375 (for ~50km), £275 (for ~25km), £100 (for ~10km)

2) For **Mixed Funding Option** - £330 (for ~100km), £270 (for ~75km), £225 (for ~50km), £150 (for ~25km), £70 (for ~10km)

At least 50% of this should ideally be with the Charity 4 weeks prior to the Event to qualify a Charity Participant to take up their place (which ultimately is the Charity's decision) and remaining balances and any extra should be with the Charity no later than 4 weeks after the Event. The fundraising pledge made by the Charity Participant as part of the registration process set this out.

(l) **'Listed Charity Fee(s)'** means the sum per Charity Participant payable by the Charity to the Organiser for both advertising services provided by the Organiser on the Website, and for the balance of the cost of the Charity Participant's place on the Event, and, including VAT, is:

i) For **Charity Sponsorship Option** - £190 (for ~100km), £155 (for ~75km), £125 (for ~50km), £90 (for ~25km), £33 (for ~10km):

50% of the Fee is associated with advertising services provided by Organiser for positioning the Charity on the Website, and digital marketing activity driving traffic to the Website, and is zero rated in terms of VAT (in-line with HMRC

guidelines for Charity advertising via third parties), and 50% of the Fee is associated with the cost of the Charity Participants place on the Event and includes VAT at the standard rate.

ii) For **Mixed Funding Option** - £110 (for ~100km), £90 (for ~75km), £75 (for ~50km), £50 (for ~25km), £22.50 (for ~10km):

100% of the Fee is associated with advertising services provided by Organiser for positioning on the Website, and digital marketing activity driving traffic to the Website, and is zero rated in terms of VAT (in-line with HMRC guidelines for Charity advertising via third parties). The Registration Fee paid by a Charity Participant, covers the cost of their place on the Event in this instance.

(m) **'Payment'** is the payment by the Charity to the Organiser of the appropriate fee for a Charity Participant, subject to the Participant having first registered to an Event and having paid the Registration Fee, and for which the Charity will be notified of the registration. An invoice from the Organiser will be raised 2 weeks prior to each Event where applicable, and Payment must be made in full prior to the applicable Event.

2. TERM

The Agreement commences from the date the Charity confirms their participation via the online Charity Authorisation Form, and expires after the final event of The Series and all associated administration has concluded.

3. OBLIGATIONS OF THE ORGANISER

(a) To act as the Principal in undertaking the planning, marketing, organisation, and the management of the Events.

(b) To provide the Website that facilitates registration onto an Event with the payment of the Registration Fee and enables any potential Participant to nominate the Charity for their Fundraising, having agreed to, and accepted, the Conditions of Entry relating to that Event.

(c) To obtain agreement and authorisation from each Charity Participant at the time of Registration for the Organiser to pass to the Charity sufficient details set out within the Event registration form, and also for the Charity to subsequently make contact with that Charity Participant by phone, e mail, or mail specifically, and only, in respect of their participation in an Event and the Fundraising for the Charity, or as otherwise authorised by the Charity Participant.

(d) To provide the Charity with relevant details of each Charity Participant on a timely basis in a secure manner.

(e) To ensure that all relevant permissions that are reasonably required to operate each Event are obtained.

(f) To adopt industry best practice in terms of the Participant preparation information, safety measures and procedures surrounding the delivery and operation of the Events, and to produce a risk assessment for each Event and make this available to the Charity at an appropriate time if requested.

(g) For Listed Charities, the Organiser agrees to appoint the Charity as an Agent in respect of marketing the Events and the Series to the supporters of the Charity.

(h) To ensure that a Tour Operator Liability Insurance policy is fully active and includes public liability cover of least £10 million and will be retained throughout 2025.

(i) To indemnify the Charity in respect of any costs, claims, loss or liability suffered by the Charity in respect of the Events (including reasonable legal costs and disbursements) resulting from: 1) any material breach by the Organiser of any of the terms of the Agreement; 2) directly or indirectly from the death, injury, illness caused to a Charity Participant on an Event or other person where such is caused by the negligent act or omission of the Organiser, its employees, agents, suppliers and/or sub-contractors in the provision of the itinerary and services associated with an Event.

(j) To act as 'Data Controller' in respect of Participant data, and to pass in a secure manner, sufficient and relevant data to the Charity, who is defined as a 'Recipient' of the data, to enable the Charity to carry out its obligation set out in clause 4(b) below.

(k) To indemnify the Charity against any loss or damage which the Charity may sustain or incur as a result of any breach by the Organiser of Data Protection Legislation or any regulations made there under in, and the Organiser warrants and undertakes to the Charity that it shall fully comply with the appropriate Legislation at all times in respect of this Agreement.

4. OBLIGATIONS OF THE CHARITY

(a) For Listed Charities - to promote the Events on the Charity's own website and to encourage supporters of the Charity to participate in the Events, and in all instances to use the relevant Event logos, Series logo, and the link to the Website and registration forms as advised by the Organiser.

(b) To support the Organiser in its efforts to administer the Events, and having received Charity Participant details from the Organiser to contact each Charity Participant promptly about their participation within an Event, and to send a fundraising information pack that enables them to undertake their Fundraising effectively, and to actively encourage and support each Charity Participant to reach and exceed the appropriate Fundraising Target .

- (c) Having made contact with a Charity Participant in respect of their participation in a specific Event, to then seek permission from each Charity Participant, or to cross reference with an existing permission if it exists, if the Charity intends to subsequently or concurrently contact the Charity Participant on any matter that is not directly related to that specific Event and the Charity Participant's involvement in it.
- (d) To comply with Data Protection Legislation in respect of any Charity Participant data forwarded by the Organiser acting as the 'Data Controller, and received by the Charity as the 'Recipient'.
- (e) To notify the Organiser no later than 3 weeks prior to an Event details of each Charity Participant that will be taking part in that Event, on the basis that they have met the ideal initial requirements of the Fundraising Target, or that the Charity is prepared to allow a Charity Participant to take part in that Event even if they have failed to meet the initial requirement of the Fundraising Target.
- (f) To be fully responsible for liaising with each Charity Participant that fails to meet the initial requirements of the Fundraising Target, and without involving the Organiser in any way, to resolve any matters relating to the refund of Fundraising or whatever is agreed with the Charity Participant by the Charity. The Charity must not make any commitments on behalf of the Organiser regarding the refund or transfer of any Registration Fees paid by the Charity Participant to the Organiser.
- (g) To make the Payment for each Event in good time.
- (h) Not to do anything, which may bring the Events, or Series, into disrepute.

5. OTHER PROVISIONS

- (a) Once Payment invoices are raised they are non-refundable and Charity Participant places on an Event are non-transferable from the Charity to a third party.
- (b) The Organiser will only allow Charity Participants to take part within an Event that have paid their Registration Fee to the Organiser and that the Organiser has received Payment or a Commitment to make Payment from the Charity.
- (c) The Charity will be fully responsible for liaising with each Charity Participant that fails to meet the final requirements of the Fundraising Target (which is the balance of the Fundraising Target and any additional Fundraising 4 weeks after an Event), and without involving the Organiser in any way to resolve any matters relating to any shortfall in Fundraising against the Fundraising Target or whatever is agreed with the Charity Participant by the Charity.
- (d) At any time the Charity, if a Listed Charity, may opt out of its promotion on the Website by supplying written notice (or e mail) to the Organiser at which time they will be removed from the Website as soon as practicable and additional Charity Participant registrations will be treated as with Participating Charities, or will cease to be accepted if that is the wish of the Charity.
- (e) Where the Charity withdraws from future promotion via the Website, or has already accepted Charity Participants, they remain liable for the Payment and any fees associated with existing Charity Participants registered to an Event until such time that those Fees are paid.
- (f) If in the reasonable opinion of the Organiser the Charity has not complied with its obligations as a Listed Charity to position and promote the Events, the Charity accepts and agrees that the Organiser has the absolute right to remove the Charity from the Website and any other listings, and from that point to classify the Charity as a Participating Charity in respect of the Events and any further fees that may be due in respect of Charity Participants.
- (g) The Organiser may suspend this Agreement, and for the right of the Charity's Participants to take up their places on the Events, if the Charity fails to make a Payment in respect of an Event, or a Payment has become significantly overdue and in the reasonable opinion of the Organiser the Charity has taken insufficient action to resolve the matter.

6. RESERVATION OF RIGHTS

- (a) The Organiser reserves the right to make any reasonable amendments to the itinerary, services, and timings as detailed for each Event on the Website to ensure the safe and optimum delivery of an Event.
- (b) The Organiser may introduce additional Listed Charities, Series Partners, Challenge Partners or Associate Partners at any time.
- (c) The Organiser is acknowledged as the Data Controller by the Charity in regards to Participant data as transmitted to the Organiser via the Website or registration form in accordance with any Data Protection questions answered at the point of registration by the Participant, and that ownership of said data cannot be reasonably re-assigned except by a Participant and in accordance with Data Protection legislation.
- (d) At any time in the future the Organiser may seek to introduce commercial partners and or endorsement of The Series or the Events assuming that such affiliation cannot reasonably be considered as in any way damaging the credibility of an Event or those associated with it.
- (e) The Organiser may seek to offer Participant incentives to register to an Event as it sees fit.

(f) The Organiser reserves the right to transfer, in whole, this Agreement to its successor, if ownership of an Event, a number of Events, or the Series is sold or transferred to a company affiliated to the Organiser or to a reputable unaffiliated third party company or organisation.

7. INTELLECTUAL PROPERTY

(a) The Organiser warrants that all copyright or other intellectual property created or used by it in organising the Events, shall not infringe the intellectual property rights of any other party.

(b) All copyright in artwork, copy or any other work or material, be it written, drawn or expressed in any other manner and on any form of medium, which is or may be capable of being subject to copyright or other intellectual property right, produced or created by the Organiser in respect of the Events and the Series shall vest legally and beneficially in the Organiser.

(c) The Organiser shall keep the Charity fully indemnified against all costs, claims, demands and liabilities arising out of or in connection with any claim that the normal use or possession of any intellectual property right supplied or licensed to the Charity by the Organiser infringes the United Kingdom intellectual property rights of any unaffiliated third party.

(d) The foregoing states the Organiser's entire liability to the Charity in respect of the infringement of the intellectual property rights of any third party.

8. TERMINATION

Without prejudice to any accrued rights and remedies a party may have under the Agreement or at law and without affecting any accrued rights or liabilities of either party, the Agreement shall continue in accordance with the terms hereunder or until terminated in the following circumstances:

(i) either party gives written notice to the other that the other party has acted so as to cause the other party to be brought into disrepute; or

(ii) either party gives written notice to the other that the other party has committed a material breach of any term or condition of the Agreement; and where the material breach is capable of remedy, it has not been remedied by the other party within twenty eight (28) days of the Terminating Party posting to it a full written notice of the breach requiring its remedy; or

(iii) the other party enters into insolvency which for the purposes of the Agreement means: a meeting of its creditors is convened, a petition presented, an order made or a resolution passed for the winding up of it, or a meeting convened or other action to be taken with a view to its liquidation (save for the purpose of reconstitution or amalgamation); or a receiver or administrative receiver is appointed in respect of the whole or any part of its assets; or it threatens to do any of these things.

9. FORCE MAJEURE

(a) Neither party shall be liable for any delay or being prevented from performing its obligations hereunder if such delay or prevention is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party, an act of God, war, military operation, accident, pandemic, failure or shortage of power supply, abnormally inclement weather, fire, flood, hurricane, drought explosion, lightening, strike, lockout, trade dispute, or labour disturbance, the act or omission of, or refusal of any licence or permit by any competent authority.

(b) Where such delay or prevention of performance is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of the Agreement and by law):

i) Any costs arising from such delay or non-performance shall be borne by the party incurring the same; and

ii) both parties will use all reasonable endeavours to mitigate the impact of any event of force majeure and to recommence performance of their obligations under the Agreement as soon as reasonably possible.

10. ENTIRE AGREEMENT

The Agreement supersedes all prior agreements, arrangements and understandings between the parties in respect of the Ultra Challenge Series of Events, and constitutes the entire agreement between the parties relating to the subject matter hereof.

11. NATURE OF RELATIONSHIP

Nothing in the Agreement is intended to nor shall create any partnership or joint venture between the parties.

12. NOTICES

Any notice, communication or other document to be given hereunder shall be in writing and shall be delivered or sent to the recipient either by hand, first class post, or e-mail and will be deemed served forty eight (48) hours after posting if sent by post, or delivered if delivered by hand, and on valid notice of receipt if sent by e-mail.

13. LAW AND JURISDICTION

- (a) The Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales.
- (b) Any dispute which may arise between the parties concerning the Agreement shall be determined by the English Courts and the parties hereby submit to the exclusive jurisdiction of the English Courts for such purposes;
- (c) Notwithstanding the above, the parties agree that before taking any legal proceedings for the enforcement of the terms of the Agreement or any rights hereunder, they shall first take positive steps to resolve the matter by negotiation, mediation or other informal method of dispute resolution (not involving publicity) with the other party.