

PRELIMINARIES

- (A) Celtic FC Foundation, a registered Scottish Charitable Incorporated Organisation with the Office of the Scottish Charity Regulator (number SC024648) and having its place of business at Celtic Park, Glasgow, G40 3RE (“Celtic FC Foundation”).
- (B) Abacus Mountain Guides Limited, a private limited company (number SC378703) and having its registered office at 6 Hillview Drive, Corpach, Fort William PH33 7LS (the “Supplier”).
- (C) The following terms and conditions apply to participants in the Celtic FC Foundation Ben Nevis Huddle event on Saturday, June 30, 2018 (the “Event”). Please take time to read these carefully as you are bound by them, on acceptance by Celtic FC Foundation of your entry.
- (D) Celtic FC Foundation will reserve the Event places and professional mountain guide support and services will be delivered by the Supplier. For the avoidance of doubt, Celtic FC Foundation shall not be liable to compensate you for any damage or loss resulting from the negligent act or omission of any other person, including the Supplier, its employees, contractors and suppliers.
- (E) All monies will be managed by Celtic FC Foundation and the net proceeds of the monies raised – following payment to the Supplier and all other expenses – will be retained by Celtic FC Foundation for delivery of its charitable activities.
- (F) By registering for the Event, you are agreeing to the following conditions of entry and any instructions given to you by Celtic FC Foundation and/or the Supplier.

1. Event Details

- (a) Each participant will climb to the summit of Ben Nevis and take part in a ‘Huddle’.
- (b) The Event will commence at Ben Nevis Visitor Centre, Glen Nevis, Fort William, PH33 6PF (the “Venue”).
- (c) The Event is scheduled to take place on Saturday, June 30, 2018 (the “Event Date”). However, the Event is subject to weather conditions being suitable, and an alternative date may need to be arranged.
- (d) You must arrive at the Venue on the Event Date, at the time advised by Celtic FC Foundation.
- (e) It is your responsibility to arrange transport to and from and the Venue.
- (f) Celtic FC Foundation may at any time and at its sole discretion, cancel the Event, withdraw your place on the Event or exclude you from the Event. If the Event is cancelled (and not rescheduled), Celtic FC Foundation will, on receipt of request from you, refund to you any sums received from you (including your entry fee).

2. Personal, Medical and Insurance Requirements

- (a) You must be 18 years of age or over on the Event Date in order to sign up and participate, on an individual basis. Those under the age of 18 can still take part but they must be accompanied by a responsible adult of at least 18 years of age. Their parent or legal guardian must also provide written consent in the form provided for participation in the Event. The accompanying adult’s details must be provided and the accompanying adult must also separately enter the Event. Both the participant and the accompanying adult must pay the entry fee and raise the minimum sponsorship. There is no maximum age for participation but the Event is mentally and physically challenging.

(b) You are required to wear appropriate clothing and footwear, including warm and wet weather clothing if required. There is no specialist kit list, however Celtic FC Foundation recommend participants bring the following:

- Warm/waterproof clothes, to include: -
 - Warm comfortable trousers;
 - Thermal top;
 - Mid layer;
 - Fleece;
 - Hiking boots; and
 - Thick socks;
- Rucksack
 - Water and windproof jacket;
 - Water and windproof trousers;
 - Hat and gloves;
 - Spare thin layers;
 - First aid kit;
 - Survival bag;
 - Food and drink (water, energy drink, sugary snacks etc.);
 - Map and compass;
 - Whistle;
 - Watch; and
 - Torch;
- Mobile Phone;
- Sunblock/cream; and
- Sunglasses.

(c) The Event is an adventure challenge and is not without risks. You must be adequately fit to cover the distances to undertake the Event. You therefore take part at your own risk. In addition you agree to indemnify Celtic FC Foundation against any claims for loss or damage to personal property or for consequential losses or claims through your participation in the Event arising from your own actions. You will not participate in the Event unless you are in a good state of health at the time and are not suffering from any medical condition or disability that might make it unsafe for you to participate in the Event.

(d) You will make sure that to the best of your knowledge and belief you are in the appropriate physical condition to participate in the Event.

(e) Neither Celtic FC Foundation nor the Supplier has any responsibility to ensure that you are in the appropriate physical condition to participate in the Event. You must seek medical advice from your doctor if you are in any doubt as to your physical ability to participate in the Event.

(f) Prior to and during the Event you are responsible for your own medical condition(s) and health and safety to allow you to participate in the Event.

(g) You will be required by the Supplier to complete a risk assessment on arrival at the Venue on the date of the Event. Celtic FC Foundation will not be liable for death or personal injury caused to any participant in the Event, or any spectator attending the Event unless such death or personal injury is caused by Celtic FC Foundation's negligence.

(h) Celtic FC Foundation will have no liability for any risk, loss or costs which you incur in connection with the Event, though nothing in these terms will exclude or limit the liability of Celtic FC Foundation for death or personal

injury caused by negligence. If you require Personal Accident or Medical Insurance in order to participate in the Event, it is your responsibility to arrange this or any other necessary insurance in connection with the Event. Neither Celtic FC Foundation nor the Supplier will carry any insurance in relation to your participation in the Event.

- (i) You must comply with any instructions provided to you on the day by Celtic FC Foundation or the Supplier.
- (j) Celtic FC Foundation or the Supplier reserves the right to refuse entry to the Event if participants are under the influence of alcohol and/or drugs. Alcohol and drugs (with the exception of prescription medication) are strictly forbidden at the Event and any participant contravening this requirement will be asked to leave the Event.
- (k) Celtic FC Foundation hereby reserves the right at its sole discretion not to allow you to participate in the Event if Celtic FC Foundation or the Supplier considers that your participation in the Event would affect your safety or enjoyment or the safety or enjoyment of other participants in the Event.

3. Availability

- (a) There are a maximum of 150 places available for the Event.
- (b) Places will be allocated on a first come, first served basis, based on the entry fee being processed and agreement to the terms and conditions.
- (c) Celtic FC Foundation or the Supplier reserves the right to cancel, alter or delay the Event as a result of any unforeseen circumstances beyond the reasonable control of Celtic FC Foundation or the Supplier including, but not limited to, adverse weather conditions. If cancellation, alteration or delay of the Event occurs, then Celtic FC Foundation will advise you as soon as it is reasonable to do so.

4. Registration and Sponsorship

- (a) You must pay a non-refundable entry fee of £30 per participant, through the online registration page provided. This entry fee will not be refunded if you withdraw from the Event or fail to participate in the Event.
- (b) You must provide the details requested, which include an emergency contact name and telephone number of someone who will be available on the day of the Event. This must not be another participant in the Event.
- (c) In order to pay the entry fee, you will be transferred to PayPal's website. Please note that Celtic FC Foundation does not have any control over PayPal's website and your use of, and interaction with, PayPal's website is subject to PayPal's website terms and conditions. Celtic FC Foundation excludes liability for any damages, losses, costs or expenses relating to or arising from your use of, or interaction with, the PayPal website.
- (d) Your entry cannot be transferred to any other person. If you cannot participate in the Event, you must contact Jane Maguire, Celtic FC Foundation at cfcfoundation@celticfc.co.uk as a matter of urgency.
- (e) The closing date for entries is Friday, June 15, 2018 – subject to availability.
- (f) In order to participate in the Event, you must raise a minimum of £130 in sponsorship. This is over and above your entry fee of £30.
- (g) Once you have paid the entry fee, Celtic FC Foundation will provide email confirmation of your entry plus a paper sponsor form and guidance to allow you to set up an online fundraising page. You must not carry out door-to-door or street collections or produce any printed materials featuring Celtic FC Foundation unless you

have first sought the written permission of Jane Maguire, Celtic FC Foundation, who can be contacted at cfcfoundation@celticfc.co.uk.

- (h) Monies raised online through MyDonate will transfer directly to Celtic FC Foundation.
- (i) At least 50% of the minimum fundraising requirement (i.e. £65) must be paid at least two weeks prior to the Event (i.e. by Friday, June 15, 2018).
- (j) Celtic FC Foundation hereby reserves the right at its sole discretion not to allow you to participate in the Event if you fail to make payment as required in Clause 4(i) above.
- (k) You must send Celtic FC Foundation your paper sponsorship form, if applicable, and the balance of sponsorship money within two weeks of the Event Date (i.e. by Friday, July 13, 2018).
- (l) You must not start to collect sponsorship until you have received written confirmation of your registration from Celtic FC Foundation. You agree that you will not use the Event to raise funds for any cause other than Celtic FC Foundation. If you cancel, or you are required to withdraw from the Event, you will be required to send all of your sponsorship collected or received directly to Celtic FC Foundation.
- (m) While obtaining, collecting or receiving sponsorship and taking part in the Event, you must not do anything to bring Celtic FC Foundation or Celtic Football Club into disrepute.
- (n) You must comply with all relevant legislation when fundraising for the Event.

5. Photography/Images/DVD

- (a) Any photographs or footage taken of you during the Event may be used by Celtic FC Foundation without charge in all media for promotional purposes. This includes but is not limited to, use in promotional and publicity materials (both printed materials and those featured on the Celtic FC Foundation and Celtic FC websites) for future events hosted by Celtic FC Foundation.
- (b) Your acceptance of these terms and conditions will be deemed as the giving of your consent for this purpose.
- (c) Subject to payment of the entry fee and your agreement to these terms and conditions, Celtic FC Foundation hereby grants you a non-exclusive licence to use the Celtic FC Foundation name and registered logo solely in connection with any fundraising which you undertake for the Event during the period up to and including Friday, July 15, 2018, provided that Celtic FC Foundation may at its sole discretion terminate the foregoing licence at any time prior to the Event whereupon you will cease all further use of the Celtic FC Foundation name and logo.
- (d) By agreeing to these terms and conditions, you hereby agree that: (i) you shall only use the Celtic FC Foundation logo in the form made available to you by Celtic FC Foundation by email or download via its website; and (ii) you shall not use the Celtic FC Foundation logo in any other manner whatsoever without the prior written consent of Celtic FC Foundation.

6. Alcohol, Flares, Pyrotechnics

Participants are not permitted to bring any alcohol or any type of flare or pyrotechnic to the Event. Celtic FC Foundation reserves the right to refuse the participation of someone found carry prohibited items. Bringing such items is dangerous to fellow participants and the environment and may result in emergency services being scrambled unnecessarily.

7. Food and Drink

You are responsible for bringing sufficient food and drink e.g. water, energy drinks, sugary snacks, for the duration of the Event.

8. Governing Law and Jurisdiction

These terms and conditions are governed by Scots law and any dispute in relation to them is subject to the exclusive jurisdiction of the Scottish courts.

Data Protection Statement

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

- to assess 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;
- to ensure the safety and security of all participants in the Event; and
- pictures of the Event shall be used for promotional purposes.

The information (including any sensitive personal data) may be passed onto the Supplier for use by them to process and manage bookings in connection with the Event. Celtic FC Foundation will take reasonable steps to ensure that the Supplier complies with UK data protection standards when handling this information.

Declaration

- I confirm that I have read, understood and accept the above terms and conditions.
- I wish to enter the Event.
- I declare that all of the information that I have provided relates to me and my emergency contact and that it is accurate and up-to-date.
- I certify that the information provided 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 above.
- I hereby accept these terms and conditions and confirm that I have read, understand and agreement be bound by them.

I HEREBY ACCEPT THESE GENERAL TERMS AND CONDITIONS AND CONFIRM THAT I HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THEM.

Signature:

Date:

Name:

Address:

Phone number:

Email Address:

To be signed and completed by parent / guardian on behalf of participants aged under 18:

ON BEHALF OF THE PARTICIPANT, I HEREBY CONFIRM THAT I HAVE READ, UNDERSTOOD AND AGREE WITH THESE GENERAL TERMS AND CONDITIONS:

Parent / Guardian Signature:

Date:

Name:

Address:

Phone number:

Email address:

Name of participant:
