

RHASS Mighty Munro Muster Terms and Conditions

These are the terms and conditions (“Terms and Conditions”) that will govern an individual’s participation in the RHASS Mighty Munro Muster 2024 and will, together with the Online Registration Form, the Online Confirmation (each as defined below) and any other terms and conditions referred to herein, form the contract between that individual and the “Organiser”, Royal Highland & Agricultural Society of Scotland (“RHASS”)

Applicants for the RHASS Mighty Munro Muster 2024 should read the following terms and conditions carefully before applying to participate. Individuals that apply for RHASS Mighty Munro Muster 2024 event are referred to as “Applicants” in the Terms and Conditions.

REGISTRATION

1.1 RHASS Mighty Munro Muster 2024 is a fundraising walking challenge, consisting of “Applicants” walking different distances and routes on foot in aid of raising money for RHASS and other charities.

1.2 Only persons aged 18 years or above as of the event date may register and take part in the Challenge. Exceptions for those aged 14 – 17 (on the date of the Event) may be agreed by RHASS provided that a parent or guardian completes a Parental Consent Form and must be accompanied by a parent or guardian (aged 18 or over) for the duration of the Challenge. There is no maximum number of 14-17 year old participants that can be accompanied by one parent or guardian (aged 18 years or over).

1.3 Both the minor and parent or guardian must adhere to the registration Terms and Conditions, and RHASS’s fundraising requirements.

1.4 We cannot accept bookings from, nor attendance by, persons who may reasonably be considered as a risk to the safety or welfare of any other attendee, or may affect the enjoyment of other patrons and/or the running of the Challenge, or, in the opinion of the Organiser, may cause offence, damage, nuisance or injury. It is the Applicant’s responsibility to inform RHASS if they are of a character that may fall within the terms of this Clause or is of a character or has exhibited behaviour that would not be deemed appropriate for a challenge of this nature.

1.5 Applicants must pay the registration fee (the “Registration Fee”) and submit a completed online registration form (“Online Registration Form”) to participate in the Challenge. RHASS will collect the Registration Fee from the Applicants at the point of registration.

1.6 All Applicants who have successfully registered (hereinafter referred to as “Participants”) will be notified by way of an email confirmation from RHASS that they have been allocated a place to take part in the Challenge (“Online Confirmation”).

1.7 The relevant date on which each registration is made shall be the date the Participant receives the Online Confirmation. RHASS is not responsible for technical, hardware or software failures, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer/Internet transmissions or other errors or malfunctions of any kind which may prevent receipt by RHASS of an Online Registration Form or receipt by an Applicant of

an Online Confirmation. For the avoidance of doubt, if, for any reason whatsoever, an Applicant does not receive an Online Confirmation, said Applicant shall not be considered to be a Participant and RHASS shall be responsible for the Applicant's failed application.

1.8 All Online Registration Forms must be received by RHASS on or before 23:59 1st September 2024 ("Entry Deadline"). Any Online Registration received by RHASS after the Entry Deadline will not be accepted. RHASS reserves the right to close, disable or remove from its website the Online Registration Form at any time.

1.9 The Challenge is personal to the Participant accepting these Terms and Conditions, and the Participant undertakes and agrees (i) only to participate in the Event wearing the number assigned to his/her registration ("Participant Number"), (ii) not to authorise or permit any third party to use his/her Participant Number for the Challenge and (iii) not to sell, transfer or give any other person the right to participate in the Challenge and/or use their Participant Number.

1.10 RHASS reserves the right to reject at any time any Online Registration Form which it believes to be fraudulent, or to disqualify at any time any Participant it believes not to have fully complied with these Terms and Conditions from participating in the Challenge, or in any future RHASS fundraising events or campaigns. It is the Participant's responsibility to ensure full compliance with these Terms and Conditions.

2 CANCELLATION

2.1 The Registration Fee is due on submission of the Online Registration Form. If payment is rejected or not cleared for whatever reason, RHASS reserves the right to refuse registration and entry into the Challenge.

2.2 The Registration Fee is non-refundable.

2.3 RHASS reserves the right to cancel or change the date of the Challenge at any time. RHASS will look to inform participants of any changes or cancellations as soon as possible. This information will be communicated by email, with the email that the Participants gave during the registration process and social media channels.

3 MIGHTY HIKES

3.1 Subject to Clause 3.3 below, the Challenge will be held on the date listed on <https://rhass.org.uk/240-years-2/mighty-munro-muster/>

3.2 The Challenge is a one-day (approximate) hike. Participants must complete the hikes in groups of no less than 2.

3.3 RHASS may need to change the date, and/or format of the Challenge and to cancel the Challenge, in whole or in part, due to circumstances beyond the reasonable control of RHASS (including, for example, extreme weather conditions, fire, flood, outbreak of disease, natural disasters, death of a monarch etc.). In such circumstances, RHASS shall inform the Participant by email of any such change or cancellation. In the event of cancellation under such circumstances, the Participant will have the option to (i) defer their place to the same Challenge at a later date or (ii) donate their registration fee to RHASS. Participants shall not

be entitled to claim any other expenses or costs incurred by them in relation to the Challenge including but not limited to travel or accommodation costs. RHASS shall inform the Participant by email of any such change or cancellation and provide details about how such a deferral can be arranged.

3.4 RHASS reserves the right to remove any Participant from the Challenge, either during or before it, due to ill health, or any other reason (at RHASS's discretion) that may render him/her unfit to safely complete the Challenge or unable to participate in a manner which fully complies with any applicable government medical or safety instructions, protocols or guidelines. The Participant confirms that they will not take part in the Challenge if they are suffering from any contagious illness (to include, but not exclusively, infection, diarrhoea or vomiting symptoms).

3.5 No drugs, alcohol, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be used by any Participant. RHASS reserve the right to refuse attendance at, or participation in, the Event by any persons found to have consumed or to have in their possession any drugs, alcohol, illegal substances, performance enhancing substances or intoxicants of any kind.

3.6 As a continuing condition of entry each Participant shall ensure that, for the duration of the Event:

- they carry a charged mobile phone which can be used to contact the Participant [in case of emergency];
- they accept that they are responsible for their own safety during the Challenge;
- they remain responsible for navigating themselves from the start to the finish
- they agree that they are responsible for their own fitness to take part in the Challenge and will consult a doctor prior to the Event to establish that their level of fitness is appropriate if necessary.
- they acknowledge the recommended kit list of the Challenge, as communicated by email prior to the Challenge by RHASS and on the RHASS website;
- they agree to carry a refillable water bottle or hydration system with a minimum of 2 litres of fluid to stay hydrated at all times whilst on the route;
- they acknowledge that it is compulsory to carry a head/chest or hand torch during the hours of darkness;
- due to the outdoor nature and endurance aspect of the Challenge, they maintain personal hygiene at all times, and adheres to all hygiene advice provided by RHASS;
- they comply with the Countryside Code at all times;
- they are responsible for the collection and appropriate disposal of his/her litter along the entirety of the hike – leave no trace
- where they are consenting to chaperone a minor, they agree to the minor (between the age of 14 and 17 years old) taking part in the Event in accordance with the Terms and Conditions, and accepts the hazards involved and acknowledges that the minor takes part in the Event at their risk.

- Persons under the age of 18 are not permitted to consume alcohol at any point during the event.. The guardian will hold full responsibility to ensure persons under the 18 adhere to the aforementioned statement.
- Persons under the age of 14 are strictly prohibited from taking part in the Event, being on the route or being carried by a Participant.

4 PARTICIPANT'S WARRANTIES AND UNDERTAKINGS

4.1 The Participant warrants and undertakes that:

- they will be bound by these Terms and Conditions; By registering for, participating in, attending or accessing the Challenge and/or using this website, you confirm that you have read and agree to be bound by these terms and conditions and such other terms as may be drawn to your attention by the RHASS. RHASS may vary these terms and conditions at any time and such modifications will become effective immediately upon posting of the modified terms on the Website. By continuing to use the Website or participating or accessing the Challenge following any such variation, you will be deemed to have accepted such variation;
- Participants acknowledge and agree that RHASS will organise the Challenge and will have sole authority and be the final arbiter on all decisions relating to the following aspects of the Challenge: health and safety, logistical operations, participation, and general organisation;
- The Participant understands the endurance demands of the Challenge and commits to preparing to take part in the Challenge by:
 - complying with the Challenge training advice as issued by RHASS
- The Participant acknowledges that participation in the Challenge involves inherent risks of accidents and injury;
- The Participant acknowledges that they are personally responsible for his/her own belongings during the Challenge.
- Irrespective of any safeguards that may be put in place by the Organiser, participation in the Challenge is at the Participant's own risk including risk to the Participant themselves and any damage caused by/to third parties or third-party property;
- The Participant is responsible for acting sensibly and taking care to protect their own (and others') health and safety, following RHASS's instructions, and letting RHASS know as soon as possible if something goes wrong or if the Participant has any particular concerns.

- The Participant confirms without reservation that they are in a good physical condition to participate in the Challenge, that they understand the endurance demands of the Challenge, and will not arrive at the Event in ill health or unfit to take part; and,
- The Participant confirms that they will not publish or post on any website or other media operated by RHASS or related to the Challenge any text, statement, photograph, image or other material which is obscene, blasphemous, defamatory, infringes the intellectual property or other legal rights of any third party or is otherwise unlawful, offensive or inappropriate. RHASS has the right to remove any material at its discretion and take appropriate legal action against any person found to be or alleged to be in breach of this Clause 4.1.

5 PRIVACY STATEMENT

- 5.1 The Participant acknowledges and agrees that all information relating to Participants collected by or on behalf of RHASS from which each Participant can be identified will be recorded electronically and will be used at all times in accordance with the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of personal data and privacy.
- 5.2 Each Participant is entitled to withdraw his/her consent to categories of e-mail and/or SMS communications from RHASS and can do so at any time by emailing fundraising@rhass.org.uk . Please note that due to email production schedules you may still receive any mailings that are already in production. Participants acknowledge that a valid e-mail address or SMS contact number will be required at all times in order for Participants to receive important Challenge information and the Participant hereby consents to receive any such information.
- 5.3 To delete all of their information from RHASS's database, Participants may email fundraising@rhass.org.uk. In circumstances where the Participant requests deletion of his/her Participant's profile, RHASS reserves the right to maintain information about individual sales transactions (not including credit card details) for record keeping. The Participant's attention is also drawn to Clause 5.4 below.
- 5.4 Subject to the Participant's right to modify or request the deletion of data from RHASS's database, the Participant hereby acknowledges that it is a strict condition of participation in the Challenge that all mandatory fields within a Participant's profile are complete and correct at all times. These fields include, without limitation, first name, surname, date of birth, and emergency contact details. The Participant hereby acknowledges and agrees that this information is required by RHASS in order to properly and safely administer the Challenge

6 COMPLAINTS

- 6.1 Any complaints in relation to the Challenge should be made either by email to fundraising@rhass.co.uk.