



## **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) The following terms and conditions apply to participants in the Celtic FC Foundation ‘Celtic Sleep Out, Donegal’ event on Saturday, December 3, 2022 (the “Event”). Please take time to read these carefully as you are bound by them, on receipt by Celtic FC Foundation of your entry fee.**
- (C) Celtic FC Foundation will reserve places and deliver the event. 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.**
- (D) All monies will be managed by Celtic FC Foundation and the net proceeds of the monies raised – following payment of all expenses – will be retained by Celtic FC Foundation for delivery of its charitable activities.**
- (E) 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 the officials of the event.**

### **1. Event Details**

- (a) The Event will take place at Mullaghderg, C. L. G. Naomh Muire, Íochtar Na Rosann GAA Club, Kincasslagh, F94 YV97, Co. Donegal, Ireland (the “**Venue**”).
- (b) Each participant will spend the night (10pm to 6am) outdoors, within the Venue.
- (c) The Event is scheduled to take place on Saturday, December 3, 2022 (the “**Event Date**”). However, the Event is subject to weather conditions being suitable, and an alternative date may 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) or Celtic withdraws your place on the Event or excludes you from the Event, Celtic FC Foundation will, on receipt of request from you, refund to you any sums received from you including the non-refundable entry fee. Should you withdraw from the Event of your own volition, you will not be refunded for the entry fee or fundraising element.

## **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. There is no maximum age for participation but the Event is exceptionally physically and also mentally challenging.
- (b) Celtic FC Foundation will provide a ground mat and a foil sheet / blanket. However, as you will be sleeping outside during winter, participants are required to bring the appropriate equipment and wear relevant clothing and footwear. Your kit and clothing list – which must be specifically designed for extreme cold and possibly wet conditions - must include the following as a minimum:
- Sleeping bag (one to lie on and one to lie in if you would prefer)
  - Additional blanket(s)
  - Thermal top and bottoms
  - Thermal socks
  - Multiple warm layers / fleeces
  - Coat or Jacket
  - Thermal footwear
  - Hat and gloves
  - Torch
  - Hot drinks in suitable containers e.g. flask
  - Basic food supplies
- (c) The Event is an extreme challenge and is not without risks. You must be adequately fit to undertake the Event. In addition you agree to pay Celtic FC Foundation in regard to any claims for loss or damage to personal property or for 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) Celtic FC Foundation shall not take any steps 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.
- (e) 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.
- (f) You may be required by Celtic FC Foundation to complete a Participant Waiver and Release Form on arrival at the Venue on the day of the Event.
- (g) 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 our 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. Celtic FC Foundation will not carry any insurance in relation to your participation in the Event.
- (h) You must comply with any instructions provided to you in advance of the Event or on the day by Celtic FC Foundation or its nominated officials. This includes, but is not limited to, any COVID-19 related protocols, instructions and/or requirements which have been put in place.

- (i) Participants must ensure that they are at all times complying with all current laws, rules, regulations and/or government guidance including, without limitation, any mandatory, recommended or desirable measures introduced by any Government, regulatory body or Celtic FC Foundation (or Celtic plc in respect of Celtic Park) such as: (a) social distancing and mask wearing measures; and/or (b) any required movements and behaviours for Participants. Participants are solely responsible for complying with the above.
- (j) Celtic FC Foundation reserves the right at its sole discretion to refuse entry to the Event if participants are under the influence of alcohol and 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 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 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 terms and conditions.
- (c) Celtic FC Foundation 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 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 £30.00/€35.00 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) The closing date for entries is Friday, November 25, 2022 – subject to availability.
- (e) Should you have an outstanding sponsorship balance from a previous Celtic FC Foundation event, this must be settled in full prior to registering for this Event or your registration will be suspended pending full payment of the total due.
- (f) In order to participate in the Event, you must raise a minimum of £135.00/€155.00 in sponsorship. This is over and above your entry fee of £30.00/€35.00.

- (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 permission of Michael McCourt at Celtic FC Foundation, who can be contacted at [cfcfoundation@celticfc.co.uk](mailto:cfcfoundation@celticfc.co.uk)
- (h) Monies raised online through Just Giving will transfer directly to Celtic FC Foundation.
- (i) At least 50% of the minimum fundraising requirement of £135.00/€155.00 must be paid at least two weeks prior to the Event, by Friday, November 18, 2022.
- (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 balance of sponsorship money within two weeks of the Event, by Friday, December 16, 2022.
- (l) You must pay all sponsorship money collected to Celtic FC Foundation, even if you do not participate in the Event. Should you withdraw from the Event of your own volition, monies raised as part of your fundraising element will be non-refundable.
- (m) While obtaining sponsorship money 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, December 16, 2022 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. 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 Privacy Notice**

At Celtic FC Foundation, we take our supporters', participants' and partners' privacy very seriously. We will use your information to process your event entry and to send important service messages. See our privacy policy at <https://charity.celticfc.com/privacy-policy/> for full details.

### **Declaration**

- I confirm that I have read, understood and accept the above terms and conditions.
- I wish to enter the Event.
- I confirm that I am in a good state of health and an appropriate physical condition to take part in the Event. I am not suffering from any medical condition or disability that might make it unsafe for me to participate in 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, UNDERSTAND AND AGREE TO BE BOUND BY THEM.**

***Signature:***

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***Date:***

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***Name:***

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***Address:***

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***Phone number(s):***

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***Email address(es):***

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