**Dusk Till Dawn Rules 2025**

These rules (“the Rules”) apply to the Nimsdai Foundations Dusk Till Dawn 2025 Hike (“the Event”):

By registering for this Event, you agree to comply with the Rules. Please check this page from time to time, as we may occasionally amend the Rules, and any changes will be binding on all participants and supporters.

If you have any questions, please contact Nimsdai Foundation on info@nimsdaifoundation.org and a member of our team will be happy to assist you.

All the Events are organised by Nimsdai Foundation (‘Foundation’) a charity registered in England and Wales, registered office: 2 St Giles Square, London, England, WC2H 8AP2, registered charity number 1198560.

**Participant Entry**

1. Where applicable, any donations for entry into the Event are as set out on the Foundations website at the time of purchase.  Entry donations contribute towards the costs of staging the Event.
2. Entry donations are non-refundable unless we change the Event venue, time and/or date in a material way (subject to paragraph 4 below), or if we cancel the Event altogether (subject to paragraph 5 below).
3. If we change the Event venue, time and/or date, we will notify you of this change as soon as possible. The Event place will be automatically transferred to the re-scheduled Event unless you tell us you are no longer able to attend. In these circumstances you can either ask for a refund of your entry donation, or you can choose to donate this to the Foundation.
4. If we cancel the Event, we will notify you of this cancellation as soon as possible, and you can either ask for a refund of your entry fee or you can choose to donate this to the Foundation.
5. If the donation option is selected your Dusk till Dawn merchandise will be issued to you on the day.
6. Each Event is subject to various age restrictions as set out below, which relate to the age of the participant on the day of the relevant Event. Participants must be able to provide proof of age on the day. We reserve the right to refuse entry to an Event, with no refund, to any participant who is underage, or is unable to provide proof of age when requested to do so by an Event official.
7. Event entry will close when maximum participant capacity is reached, but no later than 2 days before the date of the Event. If maximum entries are registered, we are unable to accept any entries on the day of an Event.
8. Participants under the age of 18 on the day of the event:
* Cannot enter individually.
* Must be registered as an additional entrant, where the primary entrant is 18 or over.
* The primary entrant must be the young adult’s parent/legal guardian or have the permission of the young adult’s parent/legal guardian.
* Give contact details for their parent/legal guardian; and
* Remain in the presence of the primary entrant who is over the age of 18 for the duration of the event.

**Volunteer Entry**

1. The Event is open to volunteers aged 16 or over on the day of the Event.
2. If you wish to volunteer and you will be 16 or 17 years old on the day of your Event, you will need to:
* confirm that you have permission from your parent or legal guardian to volunteer.
* be accompanied by your parent or legal guardian on the day of the Event; and
* ensure that your accompanying parent or legal guardian has also registered as a volunteer for the same Event.

**Access**

1. The Event courses are not suitable for wheelchair or mobility scooters. The health and safety of our participants is very important to us, and we cannot guarantee that each type of wheelchair or mobility scooter will be able to manoeuvre the route.
2. Well behaved dogs on leads are welcome but remain in control of their owner at all times.
3. Friends and family are welcome to accompany participants at designated areas at the start/finish area of the Event course only, subject to any further guidelines or restrictions implemented for the health and safety of all participants and spectators.

**Arrival and start times for the Event**

1. You will be given an arrival time for your Event. Please note:
* Please arrive 10 minutes before the arrival time to allow plenty of time to collect your event food or merchandise (if option selected).
* Participants arriving much later than their allocated arrival time must abide by the instructions and decisions of the Event Manager; for health and safety reasons it is possible that latecomers will not be permitted to take part.
* Unfortunately, we cannot guarantee your exact start time, and there may be some waiting on the day.
* Arrival times may be subject to change. We will give you as much notice of this as possible, though unfortunately sometimes it may not be possible to do this until your arrival at the Event.
* There is no parking at the start and finish venue, but there is ample parking close by and good public transport links.

**Conduct**

1. You, and any supporters who accompany you at the Event, must abide by these Event Rules and any rules, instructions or regulations displayed or given on the day of the Event by the Foundation officials and / or the police.
2. We respectfully ask that you, along with any supporters who accompany you at the Event, do not use aggressive or abusive language towards our Event organisers, marshals, officials, volunteers, and other participants. You should also avoid behaving in a way which may cause injury or harm to other participants and/or spectators, or which may cause offence or damage the reputation of the Foundation.
3. Please note that spectators will not be permitted to walk the route with you. For safety everyone taking part in the Event must be a registered participant.
4. We respectfully ask you to be respectful of local residents and the wildlife whilst on the Event route and not to make any excessive noise.
5. We respectfully ask that you use the litter and recycling facilities available on the Event route or carry any litter with you until you can dispose of it responsibly.
6. You and anyone who accompanies you at the Event are therefore required to refrain from smoking tobacco products or using e-cigarettes at the Event.
7. We reserve the right to ask you and/or your supporters on the day to leave the Event if you do not adhere to these Rules, and no refunds shall be given in these circumstances.

**Closure of Course and Finish Venue**

1. The Event course will be deemed closed at 10.00am on the 16th March 2025.
2. If you have not completed the Event route by this time but choose to continue, you do so at your own risk with the understanding that you 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 you absolve us of any and all responsibility and progress entirely at your own risk.

**Health and Safety and Medical**

1. You are responsible for ensuring that you are sufficiently fit and healthy to take part in the Event. If you are unsure of your physical ability to take part in the Event, you must seek medical advice from a General Practitioner prior to taking part.
2. Notwithstanding rule 1 above, we reserve the right to refuse entry to an Event in our absolute discretion, with no refund provided, if for whatever reason we consider you unfit to take part. We may also ask you to withdraw during an Event if we have concerns about your ability to complete it due to fitness, injury or otherwise. If you choose to continue you do so with the understanding that you are no longer considered a participant of the Event and that you absolve us of all and any responsibility, and progress entirely at your own risk.
3. The Event is a non-competitive walk, and you are reminded that running is not allowed.  To manage the event effectively and to reduce the risk of injury, all personnel have been instructed not to permit runners to take part in the Event. If you do run on the day then you will not be considered an official participant of the Event, and as such you will not be eligible to use any Event resources (including but not limited to pit stops, suppliers, access to the finish venue, refreshments, course direction/support, personnel etc.). You understand that if you choose to run, you absolve us of any and all responsibility (as far as permitted by law), and that you progress entirely at your own risk.
4. You are responsible for ensuring that you are wearing appropriate attire (including footwear) when taking part in an Event, considering the nature of the Event, the weather forecast, and the terrain involved.
5. In some situations (i.e. bad light/inclement weather), our Event delivery team reserve the right to enforce cut off times to protect the health and safety of participants and staff. Any cut off times will be clearly communicated to you during the safety briefing before you begin your Event and/or at the relevant support points. If you miss a support point cut off time, you will be provided with transport back to the start/finish venue.
6. We take all reasonable steps to minimise the risk of injury to participants during fundraising events. There is a stringent risk assessment process in place for the Events, which aims to minimise or eliminate the risk to everyone taking part. By taking part in an Event, you acknowledge that there may be conditions or circumstances beyond our control that can lead to unforeseen risks.
7. Should you leave the Event course or decide not to complete the route for any reason, you should notify the Event organisers on the day so we can account for your whereabouts.

**Use of your information**

1. When you register for an Event, we collect personal data relating to you and anyone else that you register. We will use this information for the purposes of organising, staging, and administering the Event, including to send you additional information about fundraising. If you provide personal information on behalf of additional entrants, please only provide this if they have confirmed that they are happy for you to do so as we will use this information for the same purposes.
2. In the case of an emergency, we may also pass personal details provided by you (either the information you provided when registering for the Event) to the emergency services or health care professionals, and also use them for the purposes of contacting your emergency contact.
3. First aid facilities will be provided at the Event. If you are treated by medical providers, your details may be passed on to us only for health and safety purposes and in order to fulfil our legal obligations (including those under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013). All accident details will be securely held on the SHE Database in line with statutory requirements.
4. Subject to the marketing preferences we hold for you, your personal information may also be used for the purposes of sending you communications where you have confirmed that you would like to receive further information about the charity’s work when registering for an Event.
5. All personal data held by us will be handled in accordance with applicable privacy laws and Foundations privacy statement which can be found.

**Filming and Photography at the Event**

1. Please note that the Foundation (or our authorised service providers and agents) or our commercial partners may film or photograph participants, volunteers and spectators taking part or attending the Event and use such footage or photographs for the following reasons:
* to publicise the Event for commercial and/or fundraising purposes including, but not limited to social media, television broadcasts, advertising, publications, marketing material, merchandising, and other documents that may be made available to the public; and
* for our commercial partners to publicise their involvement and/or association with the Event.
* please only register a participant under the age of 16 if the participant’s parent/legal guardian (as applicable) are happy for the child’s images to be used in the manner described in these Rules.

**Photo Competition**

1. All submissions must be made by 30 March 2025 and photos must be submitted in high-resolution (minimum 300 DPI, JPEG or PNG format) suitable for print. Entries must:
* include their name and email address.
* identify which category the photo is being submitted and if possible, include a brief description of the photo and a story behind it.
1. The Foundation accepts no responsibility for any technical failure, or malfunction of any other kind, which may result in any entry being lost, corrupted, not properly recorded or delayed.
2. A panel of judges, selected by the Foundation, will review all eligible entries. The final selection of photos will be announced by 10th April 2025, and winners will be contacted via email / WhatsApp.
3. The Judge’s decision will be final.
4. Unsuccessful entrants will not be contacted and no feedback on any entry will be provided.
5. By submitting photos, participants agree to allow the Nimsdai Foundation to use their photos royalty-free for promotional purposes and future fundraising initiatives.
6. All intellectual property rights remain with the photographer, but the Nimsdai Foundation will hold unlimited rights to print, distribute, and display the submitted photographs in any media formats.
7. By submitting an entry, you agree to waive any moral rights contained in your entry. Any entry you provide shall be non-confidential.
8. We will try to credit photographers where possible but may not always do so.
9. If your contribution features other people who are recognisable, you are responsible for ensuring that you have their express permission for the contribution to be treated according to the uses set out in these Terms and Conditions.

**Liability**

1. All participants, volunteers and spectators attend and enter an Event entirely at their own risk. The Foundation shall not be liable for any injury, damage or loss to persons or their property that might occur as a result of their participation in or attendance at an Event other than in respect of any injury or loss arising as a result of our negligence. For the avoidance of doubt, nothing in this clause shall limit our liability for any other liability that cannot be limited or excluded by law.

**Merchandise**

1. Event merchandises are limited to those pre-ordered. Although some merchandise will be available on the day we can’t guarantee stock, size, or availability.