

EVERYDAYHERO

RIDE 2 RIO TERMS AND CONDITIONS

1. Definitions

(a) "everydayhero" means everydayhero and, where appropriate, its employees, agents, contractors and officers. The term "everydayhero" or "us" or "we" refers to the owner of the website, **EVERYDAY HERO LIMITED (EHL)** (company number: 06789111), a Blackbaud company, whose registered office is at 5 New Street Square, London, EC4A 3TW

(b) "Competition" or "Challenge" or "Event" or "Ride2Rio" means the virtual cycling event conducted from July 17th, 2016 to August 21st, 2016.

(c) "Promoter" means everydayhero.

(d) "Rider" or "Participant" means each and every eligible individual entrant/eligible individual participant in the Competition.

2. The Competition

(a) The Competition commences at 12:01 am (BST) on July 17TH, 2016 and closes at 11.59 pm (BST) on August 21st, 2016.

(b) The Competition involves setting each team a ride distance target of approximately 6,000 miles to achieve over the course of the Competition.

(c) Each team's ride distance is calculated by reference to the aggregate total of each team participant's individual distance travelled during the course of the Competition. In addition, each £ they raise through everydayhero will log a mile on the aggregate distance

(d) The Competition is a game of skill and chance plays no part in determining any winner of the Competition.

(e) Each valid entry will be individually judged according to its merits on the following criteria:

- (i) the number of miles travelled whilst participating in the Competition;
- (ii) the elevation climbed whilst participating in the Competition; and
- (iii) the amount of money raised for a charity on the everydayhero profile while participating in the Competition.

(Competition Prize Criteria)

(f) Prizes will be given to the top team or individual participants as judged against the Competition Prize Criteria..

3. Eligibility and Entry

(a) Entry is only open to teams of UP TO six, each over the age of 18.

(b) Teams wishing to enter the Competition must:

- (i) visit the Ride 2 Rio website (www.ride2rio.org) and create a fundraising page;
- (ii) nominate a charity to raise funds for; and

(iii) link their eligible fitness tracker software to the fundraising page.

(c) The Promoter may, in its absolute discretion and without giving reasons for its decision, accept or refuse any application for registration.

(d) A limit of one entry per individual entrant applies.

(e) In entering the draw, each entrant agrees to being provided marketing information, from the Promoter or an affiliated charity, or the charity it has nominated on the Entrant's fundraising page.

(f) The Promoter reserves the right in its sole discretion to disqualify any individual or team entrant who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

4. Notification and Unclaimed Prizes

(a) Each winner will be notified by email within two (2) business days of the determination of each prize category and the name of the winner will be published on www.ride2rio.org

(b) Each winner must reply to the notification and claim their prize within 90 days of Draw Date.

(c) Should any winner and their charity of choice be unable to accept a prize within 90 days of the Draw Date, a redetermination of the particular prize category will take place on the following business day at 10 am

5. Health and Safety

(a) Each Rider is responsible for ensuring that they that they have adequately and appropriately prepared both physically and mentally for the Competition. By entering the Competition, each Rider warrants that they done so and are not aware of any illness, injury, physical disability or impairment which may cause them injury or death during the Competition. If the Rider has any health issues or doubts prior to or during the course of the Competition, the Rider warrants that they will immediately seek appropriate professional medical advice.

(b) If during the Competition, the Rider becomes ill or is injured, the Rider warrants that they will cease participating in the Competition until they have obtained appropriate professional medical advice.

(c) The Rider must ensure that their bicycle and associated equipment is in sound mechanical condition prior to and during the course of the Competition.

6. Compliance with Country/Territory Laws

(a) During the course of the Competition, the Rider will comply with all traffic and road laws in the jurisdiction that they are participating in and any directions issued by officers of the law in their country/territory.

(b) The Rider will wear a UK Standard cycling helmet at all times during the Competition while riding a bicycle.

7. Waiver and Acknowledgment

(a) The Rider acknowledges and agrees that participation in the Competition is inherently dangerous and that they participate in the Competition at their own risk. The risks associated with participating in the Competition include but are not limited to the risk that:

- (i) the Rider may be involved in a collision with people, animals, vehicles and/or other objects;
- (ii) the Rider may lose his/her balance;
- (iii) the Rider may suffer harm from physical exertion;
- (iv) the Rider's bicycle may malfunction and the Rider may fall;
- (v) the Rider may suffer from the effects of heat, cold, wind, rain and other weather conditions;
- (vi) the Rider may otherwise fall from their bicycle.

(b) Each of these risks may result in the Rider suffering harm including but not limited to death, physical or mental injury, property damage and economic loss. There may be other risks to which the Rider may be exposed, including injury caused to other parties or damage caused to the property of other parties.

(c) It is the Rider's responsibility to ensure that they abide by all road and safety rules, including wearing appropriate clothing and safety equipment, such as helmets, brightly coloured vests and lighting, as may be required by the state or territory laws in the jurisdiction in which they are riding.

8. Release, Indemnity and Limitation of Liability

(a) The Rider releases the Promoter from all claims (including those arising out of negligence), loss, damage, liability, cost and expense arising out of the Rider's participation in the Competition and the Rider indemnifies the Promoter against any claim (including but not limited to those arising in negligence), loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter in connection with any act, matter or thing done, permitted or omitted to be done by the Rider or which was in any way connected with the Rider's involvement in the Competition.

(b) Except for any liability that cannot be excluded under the Consumer Guarantees (as defined below) or other applicable law, the Promoter excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, where arising out of the following:

- (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- (ii) any theft, unauthorised access or third party interference;
- (iii) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- (iv) any variation in Prize value to that stated in these Terms and Conditions;
- (v) any tax liability incurred by any individual or team entrant;
- (vi) any Prize(s);
- (vii) or participation in or use of a Prize.

(c) Except as expressly included in these terms and conditions, all implied terms, conditions, warranties, rights or other additional obligations that can be lawfully excluded are excluded from these terms and conditions.

(d) Any cost associated with entering the Competition online or otherwise accessing any website operated by the Promoter is the individual's responsibility and is dependent on the Internet service provider used.

(e) The Promoter is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

(f) If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

- (i) to disqualify any entrant; or
- (ii) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

9. Privacy

(a) The Provider collects personal information about Riders to include those Riders in the Competition and in certain circumstances, to award prizes to those Riders. If the personal information requested is not provided, the Rider cannot participate in the Competition. By participating in the Competition, each Rider consents to the Provider using and disclosing their personal information to the Provider's agencies and other third parties engaged to provide services in connection with the Competition for use for contacting the Rider in relation to the Competition and the purposes set out in the privacy policy of Everydayhero which is available at <https://everydayhero.com/uk/terms/privacy>

(b) The Rider grants this consent until such a time as they withdraw their consent by giving notice to Everydayhero. The Rider can also gain access to, update or correct any personal information held by Everydayhero by contacting Everydayhero at <https://everydayhero.com/uk/terms/privacy>

(c) By entering the Competition, the Rider agrees that:

- (i) they may be contacted by Everydayhero (or an agent of Everydayhero) to provide comments about the Competition and Everydayhero (or an agent of Everydayhero) may take photos or recordings of them;
- (ii) Everydayhero may use any comments obtained from them, their name, and/or likeness and any photos or recordings of them ("the Materials") for Everydayhero promotional and marketing purposes without further reference or compensation to them;
- (iii) Everydayhero may duplicate, alter, adapt and utilise the Materials as Everydayhero wishes at any time, anywhere and by any means (including communicating them to the public in any media). Everydayhero may license, authorise or otherwise transfer the rights in the Materials to others to do the same;

10. Prizes

(a) Team Prizes include:

Team Prizes	
Criteria	Prize Description
First team to finish course	Ride2Rio Yellow Jersey and Go Pro Hero (each)
Second team to finish course	Ride2Rio Jersey (each)
Third team to finish course	Crank Brothers multi-tool kit (each)
Top Fundraising Team	Ride2Rio Jersey and Trophy (each)

(b) Individual Prizes include:

Individual Prizes	
Criteria	Prize Description
Top Individual Fundraiser	2 x return flights to Rio de Janeiro, Brazil
Top Individual Distance	£100 Wiggle voucher
Top Individual Elevation	£100 Wiggle Voucher

For Top Individual Fundraiser prize is to a maximum value of £1,000 and must be reclaimed within 18 months of 21st August 2016. Winner can exchange prize for £500 cash and £500 donation to chosen charity made through everydayhero

To qualify for Top Individual Fundraiser prize individual must have raised over £1,000 on their everydayhero page for Challenge and any offline amounts must be verified by the beneficiary charity. The Promoter reserves the right to revoke the Top Fundraiser prize if no individual achieves £1,000

Each prize description including Jersey will be supplied by Primal Europe Ltd.

Each prize (including unused portion) must be taken as described (unless expressly stated), and is not transferable exchangeable or redeemable for cash

To the extent permitted by law:

The Promoter makes no representations or warranties as to the suitability of any Prize; and No compensation will be payable if, for any reason, a prize winner is unable to use any prize (unless expressly stated)

The Promoter may, in its absolute discretion, deem any "winning" entry invalid subsequent to the winner being notified or the winner's name being announced if discovered that the winner did not enter into or participate in the Competition in accordance with these terms and conditions. In such circumstances, the next best entry, as determined by the Promoter pursuant to these terms and conditions and its absolute discretion will be the winner. The Promoter's decision is final and the Promoter will not enter into, nor is obliged to enter into, correspondence regarding the result



As a condition of accepting a Prize, the winner may be required to sign legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion, including but not limited to a legal release indemnity form

All donations are voluntary and Prizes or opportunity to win Prizes are not a benefit in kind

Each Prize will be determined at 12:00pm (BST) on August 22nd, 2016 at the offices of Blackbaud Europe Ltd, Shackleton House, 5th Floor, Battle Bridge Lane, London SE1 2HP