

**RULES & REGULATIONS**  
**VODAFONE FOUNDATION – EPIC CHALLENGE SERIES**  
**MOUNT KILIMANJARO TREK 2020**

**1 REGISTRATION**

- 1.1 The Mount Kilimanjaro Trek (“Event”) consists of an event on foot up Mount Kilimanjaro scheduled to take place between 6 and 16 February 2020. The Event ‘Host’ is Vodafone Foundation with event management being provided by Threshold Sports Ltd (“Threshold”) and both entities shall be the “Organisers”. The Event shall be referred to as the “Mount Kilimanjaro Trek” or such other title as Threshold may advise.
- 1.2 Only persons aged 18 years or above as of 6 February 2020 may register for the Event. Entry to the Event is strictly limited to employees of Vodafone Group Services and Vodafone Local Markets, a close friend or family member of an employee, or sponsor of Team Vodafone.
- 1.3 Applicants must complete and submit the online registration form (“Online Registration Form”) which can be found at <http://www.thresholdsports.co.uk/the-epic-challenge-series/> (the “Event Website”), and pay the registration fee of £600 (the “Registration Fee”).
- 1.4 The Registration Fee (also referred to as the Entry Fee) for the Event is £600 inc VAT. A 50% discount is available for Vodafone Group Discover Graduates and close friends or family members between 18-21 years old (as of 6 February 2020). The registration fee is non-refundable.
- 1.5 All successful applicants (hereinafter referred to as “Participants”) will be notified by way of an email confirmation that they have been allocated a place to take part in the Event (“Online Confirmation”).
- 1.6 Places in the Event are strictly limited and therefore applications are subject to availability. Subject to Clauses 1.2 to 1.5 (inclusive) above, the Organisers will consider applications on a first come, first served basis by eligible Participants (which Threshold shall determine in its absolute discretion) and otherwise in accordance with these Rules and Regulations (“Rules and Regulations”).
- 1.7 The relevant date for registrations shall be the date the Participant receives the Online Confirmation. The Organisers are not responsible for technical, hardware or software failures of any kind, 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 the Organisers 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 the Organisers shall not be responsible for the applicant’s failed application.
- 1.8 All Online Registration Forms must be received by the Organisers on or before midnight on Thursday 31 October 2019 (“Entry Deadline”). Any Online Registration received by the Organisers after the Entry Deadline may not be accepted. This deadline is subject to change if the Event entries are full prior to the above date, and in accordance with Clause 1.5. the Organisers reserves the right to close the Online Registration Form at any point.
- 1.9 Subject to the other provisions of this Clause 1, submission of the Online Registration Form, payment of the Registration Fee and receipt of the Online Confirmation shall (together) entitle the Participant to participate in the Event.
- 1.10 The Event is personal to the Participant accepting these Rules and Regulations, and the Participant undertakes and agrees not to sell, transfer or give any other person the right to participate in the Event.

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- 1.11 If at any time it is discovered that any Participant should have been ineligible to participate in the Event or if participation in the Event should have been refused for any reason whatsoever, the Organisers reserve the right to disqualify such Participant from/refuse such Participant entry to the Event. Further, the Organisers reserve 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 Rules and Regulations from participating in the Event. the Organiser shall not be liable in any way to such Participant as a result of any such disqualification or refusal. It is the Participant's responsibility to ensure full compliance with these Rules and Regulations.
- 1.12 If any provision in these Rules and Regulations, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.
- 1.13 These Rules and Regulations (and any documents referred to herein) constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Event. Nothing in these conditions shall constitute or be deemed to constitute a partnership between the parties. These Rules and Regulations shall be interpreted in accordance with the laws of England and Wales and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the English courts.

**2 FUNDRAISING COMMITMENTS OUTLINED BY VODAFONE FOUNDATION**

- 2.1 The participant acknowledges and agrees that:
- 2.1.1 he/she commits to the set fundraising target for Vodafone Foundation as applicable to the below:
- 2.1.1.1 Current employees of Vodafone Group Services and Vodafone Local Markets - £4,000 per individual
- 2.1.1.2 Current employees of Vodafone Group Services and Vodafone Local Markets participating with a close friend or family member - £7,000 per pair (£6,000 if the close friend or family member is aged 18-21 years as of 6 February 2020)
- 2.1.1.3 Close friend or family member of a current employee of Vodafone Group Services or Vodafone Local Markets participating with that relation - £7,000 per pair (£6,000 if the close friend or family member is aged 18-21 years as of 6 February 2020)
- 2.1.2 he/she commits to raising the target outlined in Clause 2.1.1 by the following dates:
- 2.1.2.1 One month after the last day of the challenge (16 March 2020) for current employees of Vodafone Group Services and Vodafone Local Markets;
- 2.1.2.2 By 30<sup>th</sup> April 2020 for current employees of Vodafone Group Services and Vodafone Local Markets participating with a close friend or family member
- 2.1.2.3 By 30<sup>th</sup> April 2020 for close friend or family members participating with a current employee of Vodafone Group Services and Vodafone Local Markets
- 2.1.3 he/she understands that 50% of the fundraising target must be reached 6 weeks before the event date (26 December 2019) if he/she signs up to the challenge before 1 October 2019

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- 2.1.4 he/she understands that 50% of the fundraising target must be reached by 20 January 2020 if he/she signs up to the challenge between 1 October 2019 and 31 October 2019. This deadline will also become applicable to participants who have a close friend or family member join the challenge during this period.

**3 CANCELLATION OPTIONS**

- 3.1 Any participant intending to cancel their place in the Event shall inform Vodafone Foundation as soon as reasonably practicable (“Cancellation Notification”) by emailing [connectingforgood@vodafone.com](mailto:connectingforgood@vodafone.com). The Registration Fee is non-refundable.

**4 VODAFONE EPIC CHALLENGE SERIES – MOUNT KILIMANJARO TREK**

- 4.1 Subject to Clause 14.3 below, the Event will be held on 6 – 16 February 2020.
- 4.2 The Event is an endurance event on foot trekking up Mount Kilimanjaro in Tanzania (the “Event country”).
- 4.3 The Organisers reserve the right to change the time, date, route and/or format of the Event and to cancel the Event, in whole or in part, without notice or liability to the Participant. The Organisers shall inform the Participant by email of any such change or cancellation.
- 4.4 The Organisers reserve the right to remove any Participant from the Event, either during or before it, due to ill health, or any other reason (at the Organiser’s discretion) that may render him/her unfit to safely complete the Event. The Participant confirms that he/she will not take part in the Event if he/she is suffering from any contagious illness (in particular diarrhoea or vomiting symptoms) and confirms that he/she will report any illness during the Event, to the Event medical team immediately.
- 4.5 Without prejudice to the Organisers right to remove any Participant from the Event due to ill health pursuant to Clause 4.4 above, the Participant acknowledges and agrees that:
- 4.5.1 to the best of their knowledge the information provided on the Online Registration Form is a true and accurate description of his/her medical history and current condition and will consult a doctor if they have any doubts about their suitability to participate in the Event.
- 4.5.2 he/she understands that he/she is also responsible for informing Threshold of any change in their medical condition, including pregnancy, which may arise between now and the Event date, and also during the Event.
- 4.5.3 in the event of an accident or illness during the Event, he/she hereby gives permission for Threshold or their nominated qualified medical team representatives to initiate medical treatment. He/she also authorises them to inform his/her next of kin in case of hospitalisation, as well be provided with key medical information on his/her condition from hospital staff.
- 4.5.4 if he/she becomes ill with a non-infectious illness (as determined by the Event medical team) during a stage but wishes to join a subsequent stage, Threshold will, where reasonably practicable and subject to the advice of the Event medical team, transfer him/her to the next camp. Where such transfer is not reasonably practicable (or where

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the Event medical team advise against the Participant's continued involvement in the Event), the Participant shall be removed from the Event.

- 4.5.5 if, however, he/she becomes ill with an infectious illness (as determined by the Event medical team), the Participant shall be removed from the Event.
- 4.6 In the event of a Participant having to leave the Event because of injury, illness or voluntary withdrawal, he/she will be responsible for all repatriation travel costs and organization of onward travel.
- 4.7 The accommodation provided during the trek is camping. The night pre and post trek is in local tourist grade hotels.
- 4.8 No drugs, illegal substances, performance enhancing substances or intoxicants of any kind are permitted to be used by any Participant either before or during participation in the Event. The Organisers reserves 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, illegal substances, performance enhancing substances or intoxicants of any kind.
- 4.9 Photos and video content may be taken by the Organisers and their representatives. By completing the Online Registration Form the Participant consents to such content being used by the Organisers in future marketing materials and gives unconditional payment-free permission to use this content for these purposes.
- 4.10 As a continuing condition of entry each Participant shall ensure that, for the duration of the Event:
- 4.10.1 he/she does not start earlier than the official start time ("Start Time") on each day of the Event. Failure to comply with this rule will result in being removed from the Event;
- 4.10.2 he/she completes each daily stage between the hours of the route operating window ("Route Operating Window") as communicated by Threshold each day.
- 4.10.3 Threshold reserves the right to alter the Route Operating Window and the Start Time each day in the event of mitigating circumstances;
- 4.10.4 he/she understands that the Event involves sustained physical exercise in a remote area, and may involve walking at night;
- 4.10.5 he/she carries a charged mobile phone with appropriate credit;
- 4.10.6 he/she accepts that they are responsible for their own safety during the Event, in particular during any night sections applicable to the Event;
- 4.10.7 he/she agrees that they are responsible for their own fitness to take part in the Event, and will consult a doctor prior to the Event if necessary;
- 4.10.8 he/she acknowledges the recommended kit list of the Event as communicated by email prior to the Event by the Organisers;
- 4.10.9 he/she acknowledges that it is compulsory to carry a head torch;

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- 4.10.10 due to the outdoor nature and endurance aspect of the Event, he/she maintains personal hygiene at all times, and adheres to all hygiene advice provided by the Organisers;
- 4.10.11 he/she understands that there will be no showering facilities on the trek;
- 4.10.12 he/she does not deviate from the official route of the Event;
- 4.10.13 he/she abides by all Event Rules and Regulations;
- 4.10.14 he/she respects the customs and traditions of the Event country;
- 4.10.15 he/she is responsible for the collection and appropriate disposal of his/her litter along the entirety of the trek and at the overnight basecamps;
- 4.10.16 he/she relies on their own ability in dealing with all hazards, and that he/she must conduct themselves in a manner that is safe for themselves and all others throughout the duration of the Event;
- 4.10.17 he/she acknowledges that food products given out on any day of the Event may contain or have traces of nuts and/or nut oils or may have been made alongside other products containing nuts. The Organisers cannot be held responsible for any issues resulting from food allergies. If he/she uses an Epinephrine autoinjector, it is their responsibility to ensure they have it on them at all times during the Event.

**5 PARTICIPANT'S WARRANTIES AND UNDERTAKINGS**

- 5.1 The Participant acknowledges that participation in the Event is not possible without validly entering into this agreement on these Rules and Regulations and agrees to be bound by these Rules and Regulations.
- 5.2 The Participant agrees at all times during the Event to abide by the reasonable instructions and guidelines of Threshold's staff, nominated representatives, and contractors and to behave appropriately at all times on the route and in the overnight basecamps. Participants acknowledge and agree that Threshold will organise and run the Event and will have sole authority and be the final arbiter on all decisions relating to the following aspects of the Event: health and safety, logistical operations, participation, organisation and Rules and Regulations.
- 5.3 The Participant agrees that all decisions and rulings by the Threshold, its representatives and its contractors are considered final. In addition, Vodafone Foundation or Threshold can make changes to these Rules and Regulations at any time without prior notice to the Participant.
- 5.4 The Participant is aware that by registering for the Event that he/she will receive a number of welfare emails which will include training information and latest updates on the Event.
- 5.5 The Participant understands the serious and challenging endurance demands of the Event and commits to preparing to take part in the Event by:
  - 5.5.1 complying with the Event training advice as issued by the Organisers;
  - 5.5.2 completing a medical and dietary form as provided by the Organisers prior to the Event;

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- 5.5.3 providing emergency contact details of someone who is not also participating in the Event;
- 5.5.4 confirming that he/she has appropriate liability and equipment insurance in place in order to participate in the Event and acknowledges that he/she has no claim against the Organisers in relation to the provision of such insurance.
- 5.6 The Participant acknowledges that participation in the Event involves inherent risks of accidents and injury. He/she also acknowledges that participation in the Event is physically and mentally strenuous and demanding and must not be undertaken without serious consideration of the challenge.
- 5.7 The Participant acknowledges that he/she must obtain a visa to enter the Event country to complete the challenge. He/she understands that it is the responsibility of the Participant to obtain this visa via the necessary channels and Threshold will not be held responsible if the Participant is unable to obtain a visa.
- 5.8 The Participant acknowledges that he/she will receive the appropriate vaccinations to enter the Event country and will be responsible for his/her own appointments with the doctor to receive these vaccinations. The Organisers will not be held responsible if the Participant does not obtain the vaccinations and therefore is unable to take part in the Event. The Participant accepts full liability and responsibility for any medical expenses incurred due to these required vaccinations.
- 5.9 The Participant acknowledges that he/she is personally responsible for his/her own belongings during the Event.
- 5.10 Participation in the Event is at the Participant's own risk. The Participant irrevocably agrees to hold harmless, indemnify and reimburse the Organisers from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by the Organisers to any person (including the Participant and/or any of the Participant's insurers) in connection with any accident, loss, damage or injury (including death) arising out of the Participant's attendance at and participation in the Event or any part thereof (except where any such injury or death is caused by the negligence of the Organisers or any of its employees).
- 5.11 The Participant confirms without reservation that he/she is in a good physical to participate in the Event, that he/she understands the endurance demands of the Event, and will not arrive at the Event in ill health or unfit to take part.
- 5.12 The Participant confirms that if they have a medical problem or disability which may affect their participation in the Event, they will inform the Organisers as soon as reasonably practicable so that the Organisers can advise as to the suitability of the chosen arrangements. If the Organisers or suppliers are unable to accommodate the particular needs of the person concerned and reasonably believe that his or her health and/or safety would be put at risk by his or her participation in the Event, the Organisers reserve right to decline participation in the Event.
- 5.13 The Participant confirms that he/she will not publish or post on any website or other media operated by the Organisers or related to the Event 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. The Organisers will have the right to remove any material at their discretion and take appropriate legal action against any person found to be or alleged to be in breach of this Clause 5.12.

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5.14 The Participant's journeys to and from the Event country shall be entirely at his/her own risk and cost. He/she understands that:

5.14.1 he/she agrees to not book travel to/from the Epic Challenges through CWT (Carlson Wagonlit Travel);

5.14.2 he/she is responsible for booking and paying for flights to/from the Event country;

5.14.3 he/she will be advised what time to arrive in the Event Country for the transfers provided and will be recommended flight times. It is his/her responsibility to meet at the agreed meeting point at the agreed time. Failure to meet at this time and location will result in not being able to take part in the Event.

**6 PRIVACY STATEMENT**

6.1 The Participant agrees and consents to the Organisers using his/her personal details provided in his/her Online Registration Form and Online Confirmation for the following purposes:

**Event administration**

- As the Event managers, Threshold requires a record of the Participant registration details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the Event.
- Threshold will also keep records of medical information provided that it is kept confidential and may be shared only with medical personnel or teams allocated to the Event. This data will be shared securely.
- All data will be held for three (3) years, unless requested otherwise, after which it will be safely and securely deleted permanently.

**E-mail/SMS communications**

- The Organisers will use the Participant's contact data submitted on the Online Registration Form to send the Participant information by e-mail and/or SMS relating to the Event.

**Active Networks**

- Participant personal details are processed on behalf of the Organisers by Active Networks LLC in the USA safely and securely. Active are registered under the USA Safe Harbor regime and by completing the Online Registration Form the Participant agrees to their details being processed this way.
- Participants are required to sign up to a waiver provided by US database providers, Active Network LLC (the "Active Waiver"). Some of the provisions of that waiver may not be consistent with these Terms and Conditions and participants should note the following, which will override the terms of the Active Waiver:
  - To the extent that the Active Waiver may exclude or limit the liability of the Organisers itself (or any of its sub-contractors or representatives) to participants, it shall not be effective. Other provisions within this document that relate to the Organiser's liability (if any) shall be unaffected.

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- To the extent that the Active Waiver provides that Participants shall indemnify the Organisers, it shall not be effective. Only indemnities (if any) set out in this document shall be effective.
  - Contrary to the terms of the Active Waiver, Active Network LLC will have no right to record a Participant's voice or photograph a Participant in conjunction with the Event in question. Any right that Threshold may have shall be in accordance with these Terms and Conditions.
- 6.2 The Participant agrees to inform Threshold of any changes to the information supplied in their original Online Registration Form for the purposes of Clause 5.2 above and particularly any changes to his/her medical condition, contact details and emergency contact details. For this purpose, the Participant should contact Threshold directly via email on [epicchallengeseries@thresholdsports.co.uk](mailto:epicchallengeseries@thresholdsports.co.uk)
- 6.3 All information relating to Participants collected by or on behalf of the Organisers 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 1998 and the General Data Protection Regulation (2016/679/EU) and all applicable laws and regulations relating to the processing of personal data and privacy. The Organisers will only disclose such information to a third party in connection with the safe organisation, staging and administration of the Event, including but not limited to, medical teams, and Participant Event pack fulfilment. Save as expressly stated under these Rules and Regulations, Threshold Sports will not disclose information to any third parties. Each Participant is entitled to withdraw his/her consent to categories of e-mail and/or SMS communications from the Organisers and can do so at anytime by either: i) following the opt-out instructions provided in the relevant e-mail or SMS, or ii) by writing to Threshold Sports, LU.416, The Lightbulb, Filament Walk, Wandsworth, London, SW18 4GQ. 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 Event information and the Participant hereby consents to receive any such information.
- 6.4 To delete all of their information from the Event database, Participants may write to Vodafone Epic Challenge Series at Threshold Sports, LU.416, The Lightbulb, Filament Walk, Wandsworth, London, SW18 4GQ. In circumstances where the Participant requests deletion of his/her Participant's profile, Threshold 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 6.5 below.
- 6.5 Subject to the Participant's right to modify or request the deletion of data from the Event database, the Participant hereby acknowledges that it is a strict condition of participation in the Event that all mandatory fields within a Participant's profile are complete and correct at all times. These fields include, without limitation, gender, first name, surname, date of birth, medical condition information and emergency contact details. The Participant hereby acknowledges and agrees that this information is required by the Organisers in order to properly and safely administer and conduct the Event, and the Organisers reserve the right to refuse an applicant or a Participant entry to the Event in circumstances where that person either requests the deletion of such mandatory information from their Participant's profile, or provides false or incomplete information.