

Fundraising Challenges Terms and Conditions

1. General

1.1 These rules (“Rules”) apply to fundraising challenges promoted by Mental Health UK, for example Click 30 photography challenge and other monthly challenges promoted via social media sites including but not limited to Facebook, Instagram, TikTok and X (previously Twitter) (each a “Challenge”). The Rules do not apply to events organised by Mental Health UK, for which there will be separate terms and conditions.

1.2 By signing up to take part in a Challenge, you agree to comply with these Rules.

1.3 Please check this page from time to time, as we may occasionally amend these Rules and any changes will be binding on those taking part in Challenges.

2. About us

2.1 Mental Health UK is a registered charity in England and Wales (1170815).

2.2 Information about MHUK and the Challenges can be found at <https://mentalhealth-uk.org/get-involved/events/> (“our website”) and/or online groups set up by MHUK in connection with your Challenge which you may be invited to join (“Forums”). Forums may be hosted on third-party platforms, such as Facebook, and are moderated by or on behalf of MHUK.

2.3 If you have any questions or complaints about a Challenge, please contact events@mentalhealth-uk.org and a member of our team will be happy to help you.

3. Signing up

3.1 Challenges are open to UK residents only. If you choose to sign up as a non-UK resident, MHUK will only be able to provide you with a limited amount of support.

3.2 Any age restrictions will be clearly set out within the description of each Challenge on our website and/or Forums. Where an age restriction applies, you must be the specified age or above on the day you sign up to take part in a Challenge. Where no age restrictions apply, if you are under 18 and choose to participate, you confirm that your parent/guardian has agreed: to your participation; to supervise your Challenge; and to accept responsibility for complying with these Rules (including setting up an online fundraising page and/or joining a Forum (as applicable) on your behalf).

3.3 You will need to sign up for a Challenge by following the instructions on our website and/or Forums.

3.4 A registration fee is payable in respect of Challenges.

4. Information and other support from MHUK

4.1 Challenges are designed so that you can complete them in your own time (exceptions apply) and in your own way. We provide information about each Challenge on our website and/or Forums and may provide fundraising items or materials for you to order or download upon registration. Copyright in all materials we provide is owned by (or licensed to) MHUK.

4.2 We may also provide tips on our website and/or Forums on how to stay safe whilst completing a Challenge. Please read these carefully and ensure you comply with them.

5. Social media

5.1 Access to Forums will be subject to: (i) any rules stipulated on the joining page of the respective Forum (“Forum Rules”) and (ii) the terms and conditions of the respective third-party platform on which the Forum is hosted (“Platform Ts and Cs”).

5.2 By posting any content such as photos and videos (“Content”) on a Forum you acknowledge and agree to the following:

You give MHUK a royalty-free, non-exclusive, transferable, perpetual and worldwide licence to use and reproduce that content for any purpose in any media (including without limitation newspapers and magazines, advertisements, publications, marketing materials, corporate communications, websites, television, radio and social media). The Content may be used to promote MHUK and its work both within the charity and to the public including through advertising, fundraising, health campaigns and education.

We may alter, cut, add to and/or edit your Content in any manner, and/or combine your Content with other materials, without seeking further permission from you. Third parties may use, edit and/or reproduce the Content in the course of supporting MHUK and its work.

You agree that:

- (i) you own the copyright and waive any moral rights in the Content, or that you have obtained all necessary rights, consents and/or waivers from the owner to upload the Content;
- (ii) you are the person featured in the Content and/or you have permission from any person(s) appearing in your Content (and, if they are under 16, their parent or legal guardian as well); and
- (iii) our use of your Content in accordance with these Rules will not violate any other rights of any third party or any law.

MHUK will keep all Content and use it for such period as it considers appropriate (usually 5 years). After this point we will continue to store the Content for our historical record but will contact you again to ask your permission should we wish to re-use it.

5.3 MHUK may remove any content posted by you or access by you to a Forum if you do not comply with these Rules, the Forum Rules or the Platform Ts and Cs.

6. Free items, competitions and prizes

6.1 We may give you the opportunity to order a free item to use or wear as part of a Challenge. These items are subject to availability and may be withdrawn by MHUK at any time.

6.2 We may occasionally run competitions and/or offer prizes as part of a Challenge. Please check the respective competition/prize terms for full details.

7. Sponsorship Money and Donations

7.1 Any monies raised in connection with a Challenge are held on trust for MHUK. All participants have a legal responsibility to ensure that all sponsorship monies/donations received in connection with a Challenge are paid to MHUK and we ask that you do this as soon as possible after your Challenge finishes. Money pledged via online fundraising pages (e.g. MHUK fundraising pages, third party platforms) is collected automatically. Other ways to pay in sponsorship monies/donations are as follows:

Call the relevant telephone number given at the top of these Rules and provide the name of the Challenge you have participated in and credit or debit card details to make a payment over the phone.

Send cheques made payable to "Mental Health UK" to: Mental Health UK , 28 Albert Embankment, London, SE1 7GR. State the Challenge you have participated in on the reverse.

7.2 Please ensure that all donation and/or sponsorship forms are filled out in full and are returned to us to enable Gift Aid to be claimed where possible.

8. Use of your information

8.1 By providing your information when you sign up for a Challenge, we will use this information for the purposes of administering the Challenge, and MHUK may also contact you to discuss your fundraising activity and follow up on your progress.

8.2 If you provide personal information on behalf of additional Challenge participants, 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.

8.3 Your personal information may also be used for the purposes of sending communications to you where you have confirmed that you would like to receive further information about MHUK's work when registering for a Challenge.

8.4 All personal data held by us will be handled in accordance with applicable privacy laws and MHUK's privacy policy which can be found [here](#).

9. Liability

9.1 You enter Challenges entirely at your own risk. MHUK shall not be liable for any injury, damage or loss to you or your property that might occur as a result of your participation in a Challenge, 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 exclude or limit MHUK's liability for any liability that cannot be excluded or limited by law.

9.2 You must ensure that you have obtained consent from the owner of any privately owned land or premises at which you choose to carry out your Challenge.

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