



# On Your Feet Canada an event owned by Active Working C.I.C.

# Terms and conditions

#### Interpretation:

In these terms and conditions the following definitions shall apply: %Event+. refers to the fundraising event %On Your Feet Canada+organised by Active Working C.I.C; "Event Date" - the date on which the Event is scheduled to take place; %Registration Form+. forms to be filled out by you to participate in the Event;

These are the terms and conditions that apply to the awareness event organised by Active Working C.I.C that you wish to enter. All Participants must be registered with Active Working C.I.C to take part in the Event. Each Participant Company must complete and sign a Registration Form whether participating as a company, an individual or in a team. Entry is subject to agreement of these Terms and Conditions.

Any variation to this restriction will be set out in information relating to the specific Event. Health and Fitness Participants must ensure that they are sufficiently fit and healthy to participate in the Event safely. Participants who have any doubt about their health or have a medical condition that could be affected by exercise, particularly a heart condition, must obtain their doctors approval before participating. Safety: All Participants take part in Active Working C.I.C Events at their own risk. Participants must follow instructions from the official On Your Feet Canada website, during and immediately after an Event. All Participants acknowledge and agree that prolonged standing can be a considered a dangerous activity, and we advise that participants should avoid standing for more than 2 hours at a time. Whilst Active Working C.I.C shall take steps to ensure that all Events take place in a safe manner, Participants acknowledge and agree that as Events often take place in public spaces Active Working C.I.C cannot be held liable for any damage caused outside of its direct control.

Neither Active Working C.I.C nor its agents or contractors shall be liable for: any injury or accident causing loss or damage to a Participant where this is sustained as a result of a Participant or Employer taking part in the Even. Each Participant Company will be responsible for its own Public Liability. Each Participant Individual will be responsible for their Personal Liability. Active Working C.I.C nor its agents or contractors, shall not be liable for any loss or damage sustained by a Participant or Employer as a result of: the cancellation of an Event by Active Working C.I.C for any reason; any changes made to an Event by Active Working C.I.C for safety or any other reasons; or any circumstances beyond the control of Active Working C.I.C. Participants and Employers shall be responsible for arranging their own suitable and adequate insurance protection to cover their participation in an Event, including, without limitation, cover for material loss/damage, insurance in respect of any equipment they may use in the Event, personal property (including clothing), any loss or damage they may cause to a third party, sickness or negligence of any party. Each Participant is responsible for his/her actions whilst attending or

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participating in the Event. This includes at the Event start point, during the Event and at the completion point. Active Working C.I.C accepts no responsibility for the actions of a Participant or the consequences of such actions.

Cancellation and Changes to an Event: In the event that Active Working C.I.C is forced to cancel an Event for any reason, Active Working C.I.C will notify you as soon as possible, but will not be responsible for any costs or damages incurred by the Participant or Company

Photos and Publicity: Photographs and films will be taken throughout each Event by Active Working C.I.C and/or its contractors. All Participants consent to all and any use in any media by Active Working C.I.C of any photographs and/or films in which they feature, and the parents or guardians of any Participants under 18 give consent in respect of their child(ren). All Participants and the parents or guardians of Participants under 18 acknowledge and agree that no payment will be made to any Participant for the use of any photographs or films in which they may feature. Data Protection: Each Participant agrees that information provided to Active Working C.I.C in connection with Events may be used by Active Working C.I.C in accordance with prevailing data protection legislation. Active Working C.I.C will use the information provided by Participants to manage the Event and the Participants involvement in it. Active Working C.I.C will keep the Participant up to date with Active Working C.I.C activities in accordance with their stated preferences.

**During the Event:** All Participants must abide by any instructions given by Active Working C.I.C, their employees or agents during an Event. Failure to follow any such instructions may result in Active Working C.I.C refusing to allow the Participant to continue in the Event.

**Acceptance of these Terms and Conditions:** By registering to participate in an Event, a Participant agrees to be bound by these terms and conditions.

# Website Terms Of Use

Please read these terms of use carefully before you start to use the site. By using the On Your Feet Canada (OYF Canada) website you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using the website.

#### Information about us:

www.getcanadastanding.org is a website that is operated by Active Working C.I.C.

Get Canada Standing is a campaign to grow awareness and education of the dangers of sedentary working and sitting more than 4 hours a day. Our goal is to draw attention to the significant increase in health risks caused by sitting (i.e. heart disease, diabetes and cancer) and compelling benefits of converting sitting time to standing time

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whilst at work (wellbeing, productivity and positive attitude). The Campaign is funded by the social enterprise Active Working C.I.C (Community Interest Company) & registered in England and Wales with registered company No. 09154581.

## Accessing the site

Access to the site is on a temporary basis and Active Working C.I.C reserves the right to withdraw or amend the information it provides on the website without notice. Active Working C.I.C will not be liable if for any reason the website is unavailable.

If you have been issued with or created a user account and password to access a restricted area of the site then you must not allow these to be used by other people or organisations to access the website. You should inform Active Working C.I.C if you know or suspect that someone else knows your details. In this instance please email info@activeworking.com

#### Disclaimer

Any material published on this website does not give a full statement of the law, nor does it reflect changes after the date stated on each document. It is intended for guidance only and is not a substitute for professional advice. No responsibility for loss occasioned as a result of any person acting or refraining from acting on the basis of this material can be accepted by the author or by Active Working C.I.C.

#### Intellectual property rights

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You should undertake to keep all materials created by Active Working C.I.C as owned by Active Working C.I.C and not to copy, publish or distribute any such information, materials or documents to any third party without Active Working C.I.Cs prior written consent (save where such information is in the public domain or you are required to disclose such information by law). You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way.

#### Reliance on information posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

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# Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## Copyright

Images displayed on this website are owned by Active Working C.I.C or are owned by individuals/organisations we have sought permission from to use. Users of the Active Working C.I.C website do not have permission to capture and reproduce these images without first seeking prior consent from Active Working C.I.C.

Active Working C.I.C owns the copyright for its own images and they are part of the Active Working, Get Canada Standing and On Your Feet brands. Active Working C.I.C will retain sole use of these images in the public and private domain until further notice.

#### Links from the site

This website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s) and these sites will have their own privacy policies. We try to ensure all links are as up to date as possible.

To make users aware that they are leaving our site, all external links open in a new window.

### Linking to the On Your Feet Canada site

You may link to the Active Working C.I.C site as long as this is done is a way that is fair and legal and does not damage Active Working C.I.C's reputation. You must not establish a link in such a way as to suggest that there is any approval or endorsement where none exists.

If you wish to make sure of any material on the website other than what is listed above then please email info@activeworking.com

If you have any concerns or queries regarding the website please contact us.

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