EY Foundation Fundraising Events – Standard Terms and Conditions

1. Introduction

These terms and conditions ("Terms and Conditions") apply to all fundraising events organised or supported by the EY Foundation ("our", "EY Foundation") (charity number: 1157154). By registering for or participating in an event, you agree to comply with these Terms and Conditions.

2. Registration and Participation

- Participants must complete all registration requirements and pay any applicable fees by the stated deadlines.
- b) EY Foundation reserves the right to refuse entry or remove participants who do not comply with these Terms or event-specific requirements.

3. Fundraising

Participants agree to use their best efforts to raise funds for EY Foundation's charitable activities.

- a) All participants aim to make best effort to achieve the fundraising target for the activity they have signed up to.
- b) All donations must be collected and submitted by the deadline specified for the event, typically within 4 weeks of the event concluding.
- EY Foundation reserves the right to decline donations from sources that conflict with its Donation Acceptance Policy.
- d) If you fail to raise funds for an EY Foundation fundraising event then you may jeopardise being offered a place in a future EY Foundation fundraising event.

4. Health, Safety, and Conduct

- a) Participants are responsible for ensuring they are medically fit to take part in the event and, if required, disclose any relevant medical conditions to the EY Foundation or the event provider in advance.
- b) EY Foundation expects all participants to act responsibly and respectfully during the event.
- c) Participants must comply with all health and safety instructions provided by EY Foundation or third-party event organisers.

5. Age and Parental Consent

a) Some fundraising events organised by EY Foundation are open to young people under the age of 18.

- b) Where an event is designated as suitable for under-18 participants, this will be clearly stated in the event information.
- c) Parental or guardian consent is required for all participants under 18. EY Foundation will provide a consent form that must be completed and returned prior to participation.
- d) EY Foundation reserves the right to refuse participation if the required consent form is not received by the specified deadline.

6. Cancellation and Changes to the Event

- 6.1 If EY Foundation Cancels the Event:
 - a) EY Foundation will notify fundraisers within 1 working day.
 - b) A full refund of any registration/participant fee will be offered.
 - c) If fundraising has already been undertaken:
 - Fundraisers may transfer donations to a future event, or
 - Request a refund of donations.
 - d) EY Foundation will provide messaging to encourage donors to allow their donations to be retained for charitable purposes.
- 6.2 If Event is Cancelled Due to Force Majeure:
 - a) If cancellation occurs due to circumstances beyond EY Foundation's control (e.g., natural disasters, government restrictions), the event-specific Terms and Conditions will govern refunds.
 - b) EY Foundation will not refund donations in these circumstances. Donations will be retained by EY Foundation for its charitable purposes.
- 6.3 if a Third Party Cancels the Event:
 - a) EY Foundation will notify fundraisers as soon as possible.
 - b) The event-specific Terms and Conditions will govern any refund of registration/participant fees.
 - EY Foundation will not refund donations in these circumstances. Donations will be retained by EY Foundation for its charitable purposes.

7. Withdrawal from Event

 a) If a fundraiser withdraws from a fundraising event, the event-specific Terms and Conditions will govern any refund of registration/participant fees.

- b) Donations already received will be retained by EY Foundation for its charitable purposes.
- c) Participants should notify EY Foundation immediately if they intend to withdraw.
- d) It is your responsibility to contact inform your sponsors that you are no longer participating in the event, and what will happen to their donations.

8. Donation Refund Policy

 As a charity, EY Foundation will only refuse or refund a donation in exceptional circumstances, as set out in our <u>Donation Acceptance Policy</u>. We maintain a register recording these decisions and declined donations. For details, please refer to our <u>Donation Acceptance Policy</u>.

9. Photography and Media Consent

- a) By taking part in an EY Foundation fundraising event you accept that you may be photographed and videoed during the event. You hereby give your consent to the use of the photographs and videos and you hereby confirm that such consent shall extend to all purposes in all media for the full period of the copyright (which will remain the property of EY Foundation and Ernst & Young LLP) and therefore in so far as possible in perpetuity. Without limitation, these may be used in official communications of EY Foundation. These will be used in official organisational communication channels and the communication activity of team members of EY Foundation. You hereby give consent for all purposes of The Copyright Designs and Patents Act (1989) as may be amended from time to time.
- b) If a participant does not wish to be photographed or filmed, they should inform the EY Foundation and any event photographers and videographers. If you do not wish for your image to be used, please let EY Foundation and any event day photographer aware, EY Foundation will make reasonable efforts to accommodate such requests.

10. Liability

- a) EY Foundation accepts no liability for loss, damage, or injury incurred during participation.
- b) Participants are advised to obtain appropriate insurance for personal risks.
- c) Certain events may require participants to sign a liability waiver before taking part. This will be clearly communicated during registration, and the waiver must be completed and returned by the specified deadline.
- d) Failure to submit a signed waiver where required may result in removal from the event without refund of registration fees.

Commented [RL1]: If you do not wish your image to be used, please let EY Foundation and any event day photographers know.

- e) Nothing in these Terms and Conditions shall operate to limit or exclude EY Foundation's liability for death or personal injury arising directly from:
 - negligence, breach of statutory duty, fraud or fraudulent misrepresentation by EY Foundation, its employees, or event providers; or
 - any deliberate act or omission by EY Foundation, its employees, or agents.

11. Data Protection

 EY Foundation will process personal data in accordance with applicable data protection laws and our Privacy Notice.

12. Communications

- a) You are required to display the EY Foundation's registered charity number at all times when fundraising. Registered charity number 1157154. If in Scotland use: SC045076.
- b) Use this description about what the EY Foundation does: Over two million 4–18-year-olds – that's one in four young people – are eligible for free school meals (FSM) in the UK. In 2025, there are almost one million NEET young people in the UK (not in education, employment or training), with those from low-income backgrounds twice as likely as their better-off peers to be NEET.
 - EY Foundation is a national charity tackling barriers to employment faced by young people eligible for free school meals in England and Scotland so that the opportunity to succeed is not determined by a young person's background.
- c) You may only use the EY Foundation 'Fundraising on behalf of' logo on any fundraising resources you create, following completion of the EYF logo release form.
- Please contact the EY Foundation for support on communications connected to your fundraising activities, and obtain approval before publishing or distributing any materials.

13. Agreement to these Terms and Conditions

- a) By registering for and/or participating in this event, you agree to be bound by these Terms and Conditions, as well as any event-specific rules communicated before or during the event.
- b) EY Foundation reserves the right to amend these Terms and Conditions at any time, and any changes will be communicated to participants and will apply from the date of publication.
- c) If any provision of these Terms and Conditions is found to be invalid, unlawful, or unenforceable by a court or competent authority, this will not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect.
- d) These Terms and Conditions constitute the entire agreement between you and EY Foundation regarding your participation in the event and supersede any prior

communications or understandings. Failure or delay by EY Foundation to enforce any provision shall not constitute a waiver of that provision or any other rights.

e) By continuing to participate after any amendments are communicated, you confirm your acceptance of the updated Terms and Conditions.

14. Governing Law

These Terms and Conditions are governed by the laws of England and Wales.