



General Family Event Terms and Conditions

By attending *The Family Event* put on by Spread a Smile, you are deemed to have agreed to the following Terms and Conditions:

1. By providing your details you have agreed that we will contact you by email and telephone about your participation in relation to the Event.
2. This is a free event, but to attend you must have registered your details using the event registration form.
3. Children and guests participating in, and attending this Event remain the responsibility of the primary carer at all times.
4. Children under 16 years of age on the Event day must have parental consent to participate and be accompanied by a parent or guardian.
5. You understand that we will contact you via email prior to the event with important information in relation to bringing a child / children to this Event. Please ensure you read these emails, and do not hesitate to contact us by emailing events@spreadasmile.org if you have any questions or concerns.
6. In the absence of negligence or other breach of duty, you accept that Spread a Smile, or any other Event partners, are not liable for your possessions during the Event.
7. You are entering the Event of your own volition, and therefore confirm that your general state of health and fitness is good as a parent/guardian of a child/young person.
8. Due to the nature of our events because some of our patients are vulnerable and immuno- compromised and to ensure the safety of all attendees, you confirm that your child/children, as well as any accompanying family members or carers, are well enough to attend and are not experiencing any symptoms of a potentially infectious illness (e.g. fever, cough, vomiting, diarrhoea) or contagious conditions such as (chickenpox, flu, MRSA or any other condition your doctor has told you should limit contact with other children/vulnerable individuals). If your child or any member of your group becomes unwell or is diagnosed with an infectious condition before the event, we kindly ask that you do not attend.
9. You understand that any injury sustained by you during the Event, which after investigation is deemed to be no fault of Spread a Smile and/or other Event partners, shall be your own responsibility.
10. For the avoidance of doubt, nothing in these Terms and Conditions shall attempt to limit or exclude, any of the parties referred to in these Terms and Conditions, liability for fraud, death or personal injury which is caused by, or attributable to, them.
11. Spread a Smile does not exclude or limit in any way our liability to you where it would be unlawful to do so. You acknowledge and agree that views expressed by speakers and/or representatives at or in connection with the Event are their own and we do not accept any responsibility or liability for any advice given or views expressed during or in connection with the Event. Unless otherwise expressly stated, any information shared or distributed at or in connection with the Event is intended for information purposes only and should not be relied upon by you or others. We do not provide any

guarantees, conditions or warranties that any information provided at or in connection with the Event is complete or accurate.

12. Please note that we only provide the Event for domestic and private use. You agree not to use the Event for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
13. Your telephone number is important to provide us with information in case of emergency.
14. If the Event is delayed or cancelled due to any situation beyond our control, e.g. adverse weather conditions, we will try to arrange for the Event to take place at a later date, but cannot guarantee this will happen. Further, we may (at our sole discretion) change the format, speakers, participants, content, venue location and programme or any other aspect of the Event at any time and for any reason, whether or not due to an event beyond our reasonable control, in each case without liability.
15. We may (at our sole discretion) change the date or cancel the Event at any time for any reason without liability.
16. We may (at our sole discretion) refuse admission to, or eject from the Event, any person in our absolute discretion, including (without limitation) any person who fails to comply with these terms and conditions or who in our reasonable opinion represents a security risk, nuisance or annoyance to the running of the Event. You agree to comply with all reasonable instructions issued by us or the venue owners at the Event.
17. For other marketing purposes, we may contact you by email or telephone, but only if we have your permission to do so.
18. We will always treat your personal details with the utmost care and will never sell or swap with other organisations for their marketing purposes. We will keep your details safe and private and you can change your communication preferences by emailing dpo@spreadasmile.org. At any time, you may ask us to send you a copy of your information from our records, remove your information from our records or correct or update your information. For further information on your rights, please read our Privacy Policy [here](#).
19. To the extent that you provide us with personal data under these terms and conditions, we shall process such personal data in accordance with our Privacy Policy. Spread a Smile is the controller and responsible for the personal data comprising the photos, film and/or audio and your contact details and any related personal data of you and your child/young person. Spread a Smile will ensure that we comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of the photos, film and/or audio, contact details and any related personal data.
20. You understand that all information provided as part of the registration process is held by Spread a Smile for the purpose of administering your participation. You further understand that information provided about children under 16 years of age is done so with the explicit permission and knowledge of the child's parent/guardian regarding the collection of information.
21. These Terms and Conditions and any dispute or claim between the parties arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim

(including non-contractual disputes of claims) arising out of or in connection with these Terms and Conditions.

22. Spread a Smile reserves the right to make changes to these Terms and Conditions from time to time.

Photography and other forms of media

23. A professional photographer/videographer will be attending the event to take some great pictures and videos. In attending the event, you agree to images (which include photographs or films) of you, and/or children under your care, to be taken by the professional photographer/videographer/Spread a Smile staff with a view to being used to thank those involved in the Event, to share with other families attending the event and for current and future online or offline promotional activities including social media by Spread a Smile and Spread a Smile's partners and supporters.
24. It is possible you or your child/children may feature in a main photograph for publication, or promotional film, taken at the Event. If you have not given your consent, but do not feature in the foreground/are clearly identifiable, please be aware we may still publish your image, provided you are not clearly identifiable. If you do not want your image (or those of any of your guests or children under your care) taken, please clearly inform a member of Spread a Smile Staff as well as the photographer/videographer on the day.
25. In addition to our own photography, press maybe invited to the Event and may take their own photography, which will be published in their publications in line with their processes. Spread a Smile has no control over external press publications.