

Terms and conditions of participation in the London 2012 Paralympic Torch Relay (the 'Torch Relay')

THESE PARTICIPATION TERMS GOVERN YOUR INVOLVEMENT IN THE TORCHBEARER PROCESS AND WILL APPLY TO YOUR PARTICIPATION IN THE TORCH RELAY IF YOU ARE SELECTED TO BE A TORCHBEARER.

I acknowledge, confirm and agree the following terms, conditions and statements (the 'Participation Terms'):

1. I agree to participate as a Torchbearer in the Torch Relay and to complete the slot of the Torch Relay assigned to me by the London 2012 Organising Committee (LOCOG). I shall comply with these Participation Terms and all of LOCOG's rules and directions for Torchbearers. I understand that failure to do so may result in my place as a Torchbearer being withdrawn.
2. I am 12 years of age or older.
3. I acknowledge that information about me provided by the person who nominated me or by me must be accurate. I acknowledge that incorrect contact details will not be followed up and LOCOG will have the right to reject a nomination containing inaccurate information.
4. I acknowledge that prior to my participation in the Torch Relay I will receive registered post at the address that I provide to LOCOG and that post will not be sent to multiple addresses.
5. I shall arrive at the Torchbearer collection point on the date and at the time notified to me by LOCOG and be ready to complete the slot of the Torch Relay assigned to me by LOCOG, otherwise my place as a Torchbearer may be withdrawn. I understand that I will be participating as part of a team of five people and that I will undertake one fifth of the slot allocated to me. I understand that my team will be allocated to me by LOCOG. I agree to bring photographic identification as requested by LOCOG.
6. I agree it is my responsibility to arrange and pay for my own transport to and from the Torch Relay and to pay for any other costs associated with my participation in the Torch Relay unless otherwise agreed with the International Paralympic Committee and LOCOG.
7. Throughout my participation in the Torch Relay, I shall wear the official uniform for Torchbearers to be provided by LOCOG in advance of participation (at LOCOG's cost). I agree not to wear any other outer clothing (other than my own footwear) (unless for religious reasons as previously approved by LOCOG) or to carry any item other than the Paralympic Torch or to display any visible signage or logos or to promote any commercial product or service or to use my participation to further any cause, including without limitation any political cause, in any way during or in connection with my participation in the Torch Relay.
8. I agree to comply with any direction, rule or guidance given to me by LOCOG with regard to the handling of the Paralympic Torch, including from a safety and operational perspective.
9. I acknowledge that unless otherwise agreed by LOCOG, I shall be required to carry the Paralympic Torch, weighing approximately 1.5kg, the one fifth of the full distance of the slot of the Torch Relay assigned to me and my team by LOCOG, which shall be approximately 160 metres. I shall be required to complete the full length of the slot with my team, a distance of approximately 800m
10. I acknowledge that no other person (including parents, guardians or friends) shall be permitted to participate alongside me and my team in the Torch Relay unless previously approved by LOCOG.
11. I acknowledge that my selection as a Torchbearer in the Torch Relay is personal to me and I shall not allow or ask anyone else to carry the Paralympic Flame in my slot on the Torch Relay. If I cannot, or do not wish to, participate in the Torch Relay, I agree (i) to notify LOCOG in writing as soon as possible; (ii) that my place will be given to a different individual; and (iii) to return to LOCOG the uniform provided to me. I acknowledge that I am not entitled to transfer, swap or sell my slot to anyone and that I will not be able to change the date, time or place of my allocated slot. I acknowledge that I shall only be entitled to carry the Paralympic Flame in one slot along the Torch Relay and that I will not be selected to be a Torchbearer if I have already been selected as a Torchbearer for the London 2012 Olympic Torch Relay.
12. I agree to provide any proof of identity and/or submit to any background and/or other security checks that LOCOG may require prior to or on the day of my allocated slot in the Torch Relay; I agree to cooperate by providing any information or documentation requested by LOCOG and by agreeing to LOCOG carrying out security checks on the day of my allocated slot in the Torch Relay which may include inspecting my personal property. LOCOG reserves the right to disqualify any individual who fails to cooperate with such checks or who LOCOG considers that it would be inappropriate to permit to participate in the Torch Relay.
13. I acknowledge that I am responsible for all property I bring onto the Torch Relay and that LOCOG accepts no responsibility for any loss or damage to such property.
14. I agree to be filmed, televised, photographed and/or otherwise recorded in connection with the Torch Relay, and to make myself available for media and publicity interviews and photographs if required, for the purposes of publicising and promoting the Torch Relay at a time/place convenient to me. I agree that LOCOG, the International Paralympic Committee and selected third parties, including the commercial partners of the Torch Relay, the London 2012 Games and future Paralympic Games, shall be permitted to use such films, photographs and recordings and my image and likeness for the purposes of promoting and publicising the Torch Relay, the London 2012 Games, future Paralympic Games and the Paralympic and/or Olympic movements more generally.
15. I have notified LOCOG of any specific requirements I have in relation to any physical, medical or other condition(s) of which I am aware and of which LOCOG should be informed for the purposes of organising the Torch Relay. In the event I later become aware of any other such condition or requirements or any changes to my condition or requirements, I shall notify LOCOG of these as soon as possible before the date I am due to participate in the Torch Relay. I confirm that to the best of my knowledge and belief I am not suffering from any condition that may prevent me from taking part in the Torch Relay, and I am sufficiently physically fit to participate in the Torch Relay without risk to my health. I acknowledge that it is my responsibility to seek my own medical advice in relation to my participation in the Torch Relay. I shall be wholly responsible for acting on all medical advice and for taking all such precautions as may be necessary in relation to any condition or risk to health from which I may be suffering at the time of my participation.
16. In the event I am injured or ill whilst participating in the Torch Relay, I consent to administration of first aid and/or medical treatment by or on behalf of LOCOG, any of its employees, volunteers or agents or any organisation LOCOG arranges to provide such treatment, unless I have notified LOCOG in advance that for religious reasons I will not accept medical treatment. I agree that I shall be responsible for arranging and paying for any personal medical insurance required and for payment or reimbursement of any medical costs incurred in respect of any first aid or other medical treatment (to the extent I am not otherwise entitled to such treatment under the NHS or otherwise) arising out of my participation in the Torch Relay.
17. I agree that whilst LOCOG shall take all reasonable steps to ensure my safe participation in the Torch Relay, I assume all of the risks associated with my involvement, including carrying the Torch in a public space. In consideration of LOCOG permitting me to participate in the Torch Relay, on my own behalf and on behalf of my successors, I release and forever discharge LOCOG, the International Paralympic Committee, British Paralympic Association and any organising committee of a Paralympic and/or Olympic Games, London 2012 Games sponsors, all of their employees, volunteers and agents from any responsibility or liability (whether arising in contract, tort (including negligence), statutory duty or otherwise) for any loss, injury or damage suffered in relation to my participation howsoever caused (except personal injury or death caused by the negligence of LOCOG, its employees, volunteers or agents) and I hereby waive

any and all claims or actions in respect thereto. To the fullest extent permitted by law I agree that any condition or warranty implied by law is expressly excluded.

18. I acknowledge that in the event of unforeseen circumstances LOCOG may notify me that my Torchbearer place has been withdrawn and that I may no longer participate in the Torch Relay. Further, I agree that LOCOG may withdraw my Torchbearer place at any time without notice if I do not comply with, or LOCOG believes that I will not comply with, these Participation Terms or any other rules or directions for Torchbearers, or if I otherwise do or omit to do anything which, in LOCOG's opinion, adversely affects LOCOG's interests or those of the London 2012 Paralympic Games or the Paralympic Movement.
19. I agree to the information supplied to LOCOG in connection with my nomination being stored and processed under the terms of the Data Protection Act 1998. I agree that this information can be used to verify the accuracy of information provided to LOCOG and/or to investigate any issues in respect of my involvement with the Torch Relay. **I also agree to the information being used by LOCOG, and being provided to selected third parties (such as Local Authorities), for the purposes of organising the Torch Relay and/or the London 2012 Olympic and Paralympic Games, including to LOCOG's customer relationship management provider which sends out email communications on behalf of LOCOG and whose servers are based in the United States.**
20. **I agree that where necessary for the purposes of organising the Torch Relay and/or the London 2012 Olympic and Paralympic Games, LOCOG and selected third parties, including Local Authorities, may contact me.**
21. Where an individual is successful through the nomination process, personal data provided in the nomination process will be deleted from LOCOG's database when it is no longer required for the purposes contemplated by these Participation Terms. I may request to be removed from the nomination process, and my data deleted from LOCOG's database, at any stage. I will continue to receive other communications from LOCOG if I have specifically requested to do so.
22. If you are under 18 years old when agreeing to these Participation Terms, you will provide parental/guardian consent for your participation in the Torch Relay and to confirm your voluntary acceptance of these Participation Terms by printing and sending in a hard copy of these Participation Terms signed by your parent/guardian below.
23. **Please return to:
Parental/Guardian Consent – Nominee,
London 2012 Paralympic Torch Relay,
LOCOG,
One Churchill Place,
London E14 5LN**
24. These Participation Terms are governed by the laws of England and Wales and any dispute arising from or related to these Participation Terms or your participation in the Torch Relay shall be subject to the exclusive jurisdiction of the courts of England and Wales.

By signing below I confirm that I have read, understood and agree to the Participation Terms.

Signature _____ Date _____

Name: _____ (Please print clearly in block capitals)

If you are selected as a Torchbearer it will be because you have an amazing story to tell. We would like to share your story to inspire people around the world. By ticking this box, you agree that in addition to the right to use a submitted image of you and your story, London 2012 can also use your name and home town to publicise the Torch Relay in print and electronic media, including on the London 2012 website (optional).

PARENTAL/GUARDIAN CONSENT SECTION FOR UNDER 18s ONLY

Parental / Guardian Consent (*Must be signed if the person agreeing to these Participation Terms is under 18 years of age*)

I am the custodial parent or legal guardian of the above-named minor child (the 'Minor'). I have read and understood these Participation Terms and consent to and confirm the Minor's acceptance of them (which the Minor did voluntarily), including the provision of personal data to LOCOG, participation in the Torch Relay, and (if agreed to by the Minor by ticking the box above), the use of the Minor's image, story, name and hometown to publicise the Torch Relay in print and electronic media, including on the London 2012 website. I agree to defend, indemnify and hold harmless LOCOG and any other entity involved in the London 2012 Games and the Torch Relay from any and all claims, complaints, actions, causes of action, liabilities, damages, losses, legal fees, costs and expenses of any nature and kind whatsoever relating to: (a) any repudiation, revocation, breach or termination of these Participation Terms by the Minor; (b) participation by the Minor in the Torch Relay; (c) use of images as contemplated herein; and (d) any determination that these Participation Terms are not binding or are unenforceable against the Minor. I agree that LOCOG may contact the Minor directly by email or telephone for the purpose of organising the Torch Relay. My consent shall be valid and binding, even if the Participation Terms do not bind the Minor.

Signature of Parent/Guardian _____ Date _____

Name: _____ (Please print clearly in block capitals)

Contact email address: _____

(This may be used to contact you in relation to your child's participation in the Torch Relay)