



Terms & Conditions

Updated: 31 July 2024

DECLARATION & INDEMNIFICATION (Accepted as a condition of continued use of the Socktober site and/or of entry when completing online registration for a child under your legal care in Socktober. For terms and conditions relating to payment and donations, refer to Funraisin terms and conditions.)

1. General Agreement

- a. *I acknowledge and agree to be bound by the terms and conditions appearing below or which have been distributed in any material relating to Socktober.*

2. Use of Website

- a. *I understand that I am using the Socktober site at my own risk and Catholic Mission will not be liable for any costs or losses incurred through my use of the Services. I understand that while it may include on its Services links to third party websites or resources, Catholic Mission is not responsible for such third parties, and I use those websites or resources at my own risk.*
- b. *I acknowledge that Catholic Mission owns or licenses from third parties all of the trademarks, copyright and other intellectual property that exists in the Services. I understand that I must not copy or reproduce in any form any of the graphics, logos or other materials from Catholic Mission's Services unless I obtain specific permission.*
- c. *I acknowledge that any content I post to Catholic Mission's Services (e.g. photos, videos and comments) is my responsibility, and I have obtained the necessary rights to post that content (e.g. by obtaining permission of copyright owners if necessary or by obtaining permission to use personal information of third parties). By posting any content, I also give Catholic Mission a non-exclusive, transferable, royalty-free worldwide right to use and reproduce that content.*
- d. *I understand that I must respect other users on the Socktober site and refrain at all times from:*
 - i. *collecting user's content through automated means*
 - ii. *interfering with the website, uploading viruses or other malicious code*
 - iii. *bullying, intimidating, or harassing anyone*
 - iv. *posting any content that infringes or violates someone else's rights, or otherwise violates the law, or that is discriminatory, hateful, pornographic, threatening, or violent*
- e. *I understand that Catholic Mission may remove any content posted by me or my child at its own discretion.*

3. Participation in Socktober and related activities

- a. *I acknowledge that I am entering my child in Socktober of my own free will, and their participation is entirely at my own risk.*
- b. *I agree that all participants under the age of 18 will not participate in Socktober without adequate adult supervision.*
- c. *I understand and agree that my child's participation in Socktober may consist of running, kicking a soccer ball, acting as a goalkeeper with others kicking a soccer ball, and that these activities will be under the supervision of a teacher at my child's school.*
- d. *I am not aware of any medical condition or disability which precludes my child from participating in Socktober. If I become aware of any such condition that may render the activities of Socktober hazardous to my child, I take full responsibility for ensuring their withdrawal from those activities.*

- e. *I consent to seek the appropriate medical treatment which may be required if my child suffers any illness or injury in the course of completing activities associated with Socktober and in line with the above statements I consent to cover any associated costs relating to that treatment.*
 - f. *I understand that information provided on this site, and any linked sites, is not a substitute for medical or professional care or advice particularly in relation to the suitability or safety of any given Socktober activity. Catholic Mission will not have any liability in relation to any injury, damage or loss related to my or my child's involvement in a Socktober challenge or activity.*
 - g. *I understand that Socktober activities conducted at my child's school are subject to the policies and procedures of the school and that Catholic Mission accepts no responsibility or liability for injury incurred before, during or after completing these activities.*
 - h. *I understand that Socktober activities conducted at home or in a public place are done so at my own risk and may be subject to relevant state and federal laws.*
 - i. *I agree to indemnify and hold Catholic Mission and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Catholic Mission arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this app.*
- 4. Miscellaneous terms**
- a. *I consent to the use of my child's name, voice or picture in any broadcast, report, advertising promotion or other account of Socktober and confirm that I am not entitled to make any charge for that use. I understand that while Catholic Mission takes all reasonable precautions to protect the privacy of participants, it is my responsibility to withdraw this consent and notify my child's school.*
 - b. *Nothing in these terms of participation shall exclude or limit the legal liability of the organiser for personal injury due to its own negligence or its own fraud.*

NOTES and DEFINITIONS

1. *The owner and organiser of Socktober is Catholic Mission.*
2. *"Services" refers to any site, activity, or environment, online or otherwise, owned and operated by Catholic Mission*
3. *"Participant" includes the legal guardian or personal representatives of the Participant as well the actual Participant;*
4. *"Socktober" includes Catholic Mission and each of its employees, agents and independent contractors and any volunteers assisting it in connection with Socktober and its related activities.*
5. *"Claim or Demand" means any claim, demand, action, proceeding, judgement, order, ne, penalty, sentence, loss, award of damage or costs of any nature whatsoever.*