NATIONAL BRAIN TUMOR SOCIETY (NBTS)

PRIVACY NOTICE

Gray Nation Endurance Team® London Marathon Programme

Last updated: October 16, 2026

1. About This Notice

This Notice explains, in plain language, how National Brain Tumor Society ("NBTS", "we", "us", or "our") collects, uses, stores and shares personal data when you apply for or participate in the 2027 London Marathon as part of the Gray Nation Endurance Team® Programme. It also explains what happens when we receive information about another person, such as an emergency contact, donor, sponsor, referring athlete, employer or person named in an honour or memory.

This Notice is specific to our marathon programme, and takes precedence over any general privacy information we provide.

We process personal data in accordance with the UK General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 ("PECR"), and other applicable UK data-protection and fundraising requirements, including amendments in force under the Data (Use and Access) Act 2025.

Data controller: National Brain Tumor Society, 55 Chapel Street, Suite 006, Newton, MA 02458, United States.

2. What Personal Data We Collect

We collect personal data from you and, in some cases, from other people or organisations. The categories below may vary depending on your application, participation and fundraising activity.

2.1 Application Stage

When you apply to join the Gray Nation Endurance Team:

- **Identity data**: full name, date of birth, gender identity;
- **Contact data**: email address, phone number, mailing address;
- **Emergency contact data**: name, relationship and phone number of the emergency contact you nominate. You should tell that person that you have provided their details and direct them to this Notice;
- **Background data**: employer and job title (where applicable);
- **Motivation and connection data**: your connection to brain tumours (*e.g.*, patient or survivor, caregiver, family member, friend or healthcare professional), the name of any individual you are running in honour or memory of, the brain tumour type you are connected to, any associated health system or clinic, and your written statement of motivation. Please provide only what is necessary;
- **Running experience data**: current running level, weekly mileage, training pace, previous marathon history;
- **Fundraising capability data**: your fundraising plan and past fundraising experience, and employer matching-gift information that you provide or that we receive from an employer or matching-gift provider;
- **Social media identifiers**: Facebook, Instagram, and Twitter/X handles (where you choose to provide them);
- **Referral data**: how you heard about the program and, where provided, the referring athlete's name. If someone refers you, we may receive that person's details indirectly;
- **Preferences**: race shirt size.

2.2 Commitment and Registration Stage

When you accept a charity place and sign the Commitment Form:

- **Contractual confirmations**: your agreement to the fundraising commitment, deadline acknowledgments, and waiver of liability;

- **Payment data**: payment details used as security against fundraising commitments, processed through our payment provider;
- **Registration data**: information required to register you with London Marathon Events Ltd. ("LMEL") via their Registration System, including your name and email address.

2.3 Fundraising Stage

During the fundraising period:

- **Financial data**: fundraising progress, donation records, sponsorship-form details (including sponsor names and addresses), donor information and matching-gift confirmations, whether provided by you, a donor or sponsor, an employer, a matching-gift provider or a fundraising platform;
- **Communication records**: correspondence between you and NBTS staff regarding fundraising support, deadline management, and event logistics.

2.4 Event Day and Post-Event

On and after event day:

- **Event participation data**: race results, finish time, and completion status;
- **Media and imagery**: photographs, video recordings and audio taken before, during or after the event, and content from your fundraising page and application;
- **Health and medical data**: any medical information disclosed by event medical staff or other medical services in connection with illness or injury during the event (see Section 4 below);
- **Post-event financial data**: final fundraising totals, outstanding balances, tax-related declarations.

3. How We Use Your Data and Our Lawful Bases

Under the UK GDPR, we must have a lawful basis for each way we use your personal data. The table below sets out our purposes and corresponding lawful bases:

Purpose	Lawful Basis
Assessing your application to join the Gray Nation Endurance Team	**Performance of a contract** (Article 6(1)(b)) for steps taken at your request before a charity-place agreement is made.
Administering your charity place, managing registration with LMEL, and coordinating event logistics	**Performance of a contract** (Article 6(1)(b)) – necessary to administer the charity place, register you with LMEL and coordinate the event logistics described in the Commitment Form.
Monitoring your fundraising progress, enforcing fundraising deadlines, and processing credit card charges for unmet commitments	**Performance of a contract** (Article 6(1)(b)) – necessary to monitor the fundraising commitment, manage deadlines and take the contractual steps described in the Commitment Form, including any permitted charge.
Sharing your name and email address with LMEL to register your guaranteed entry via their registration system	**Performance of a contract** (Article 6(1)(b)) – sharing the minimum registration data necessary to provide the race entry. LMEL may be an independent controller for data it collects for its own registration and event purposes; see Section 5.
Providing you with training guidance, fundraising support, event logistics, and administrative communications	**Performance of a contract** (Article 6(1)(b)) – necessary to provide the training guidance, fundraising support, event logistics and administrative communications included in the charity-place arrangement.
Using photographs, video, and content from your fundraising page and application for NBTS promotional purposes	**Consent** (Article 6(1)(a)) – where you give consent for the stated media use. Consent can be withdrawn at any time; withdrawal does not affect earlier processing.
Sending you fundraising appeals, newsletters, or invitations to future NBTS events by email or SMS	For email, SMS and direct messages: **consent** (Article 6(1)(a)) where obtained; or, only if all statutory conditions are met, **legitimate interests** (Article 6(1)(f)) relying on the PECR charitable-purpose soft opt-in.
Sending you fundraising communications by post	**Legitimate interests** (Article 6(1)(f)) – our interest in sending relevant postal fundraising communications to participants and supporters, balanced against your rights and expectations. You can object or opt out at any time.

Purpose	Lawful Basis
Contacting you by telephone about future fundraising opportunities	**Legitimate interests** (Article 6(1)(f)) – our interest in relevant live telephone fundraising, subject to PECR.
Maintaining internal records and producing anonymised statistics about our marathon program	**Legitimate interests** (Article 6(1)(f)) – maintaining participant records and producing genuinely anonymised programme statistics to administer, evaluate and improve the programme.
Responding to medical incidents on event day and receiving medical treatment information from event medical staff	For NBTS's receipt and use of health information after an event incident: Article 6(1)(a) **consent** or Article 6(1)(d) **vital interests**, and the applicable Article 9 condition, such as Article 9(2)(a) explicit consent or another condition, and any required DPA 2018 Schedule 1 condition.
Complying with health and safety reporting obligations	**Legal obligation** (Article 6(1)(c)) only where a specific UK legal obligation requires the reporting.

Note on legitimate interests: Where the table says we rely on legitimate interests, we have identified the interest, considered whether the processing is necessary and recorded a balancing assessment of your interests, rights and freedoms. You may ask for more information about that assessment by contacting us using the details in Section 11. You may object to processing based on legitimate interests, and you have an absolute right to object to direct marketing.

4. Special Category Data: Health and Medical Information

Some information may be special category data under Article 9 UK GDPR, including health information about you. This may include health or medical information you choose to disclose about fitness, conditions, accessibility, medication, allergies or treatment, and health information received after an event incident. A statement about another person's brain-tumour diagnosis may be that person's personal data; we will not assume it is your health data.

- **Health and medical information**: health information you choose to disclose to us, such as information relevant to fitness, accessibility or safe participation, and any medical treatment information that an event medical provider shares with NBTS, if permitted.
- **Information that may reveal health data about another person**: for example, a brain-tumour **diagnosis** mentioned in an honour or memory statement. Please provide only what is necessary.

Lawful basis and condition: Special category processing requires both an Article 6 UK GDPR lawful basis and an Article 9 condition. Where we rely on consent, we will ask for your consent by a clear affirmative act:

- **At the application stage**, if health information is requested, we will identify the specific information needed, the Article 6 basis and Article 9 condition, and obtain any required consent separately; or
- **At the commitment or event stage**, if an event medical provider is asked to share treatment details with NBTS, we will identify the relevant legal basis and condition and obtain explicit consent where that is the condition relied on. The provider may have its own privacy notice and lawful basis.

Purposes: We use health and medical data solely for:

- Assessing information relevant to your safe participation, only to the extent necessary and on the basis and condition identified above;
- Responding to an event-day medical incident and managing any necessary follow-up, subject to the confirmed legal basis and condition;
- Fulfilling a specific health-and-safety reporting obligation where one applies.

5. Who We Share Your Data With

We share personal data only where necessary for the stated purpose and after confirming the recipient's role. A recipient may be a processor acting on NBTS's documented instructions or an independent controller that determines its own purposes and means. The table identifies the intended data flows; NBTS should confirm each role, the exact data shared and the current privacy information for each recipient before publication.

Recipient	Data Shared	Purpose
London Marathon Events Ltd. (LMEL)	Name, email address, and other registration details required by LMEL	To register your guaranteed entry via the LMEL Registration System. LMEL may be an independent controller for registration and event data it collects for its own purposes
GoFundMe / GoFundMe Pro (fundraising platform)	Name, email, fundraising page content, donation records	To operate your personal fundraising page and process donations.
Enthuse (LMEL's Official Fundraising Partner)	Name, fundraising totals	To report fundraising progress required under the LMEL Charity Agreement.
Payment processors	Payment details or payment tokens	To process any permitted charge relating to an unmet fundraising commitment.
Event medical services	Name, emergency contact details	For emergency response on event day.
Marketing and communications platforms	Name, email, communication preferences	To send administrative communications and, where legally permitted, marketing communications.
Professional advisors	As required	Legal, audit and accounting services as needed.

We do not sell your personal data. We do not share your data with other charities unless you specifically consent to that sharing or another lawful basis applies. If you provide information about an emergency contact, donor, sponsor, employer or matching-gift provider, referring to an athlete, or person named in honour or memory, we may receive that information indirectly or use it only for the relevant programme purpose.

6. International Data Transfers

NBTS is headquartered in the United States. Personal data may therefore be transferred from the UK to the United States and to other countries where our confirmed suppliers operate.

For each restricted transfer, we will use a permitted transfer route and provide information about the safeguard. This may include an adequacy decision or appropriate safeguards under Article 46 UK GDPR, such as:

- The UK International Data Transfer Agreement ("UK IDTA"), where applicable and completed for the relevant transfer;
- The UK Addendum to the EU Standard Contractual Clauses, where applicable and completed for the relevant transfer.

You may request further details of the safeguards and, where relevant, a copy of them by contacting us using the details in Section 11.

7. How Long We Keep Your Data

We retain personal data only for as long as necessary to fulfil the purposes for which it was collected, or as required or permitted by applicable law. The retention periods vary depending on the circumstances.

When the retention period expires, we will securely delete or anonymise personal data so that it can no longer be associated with you. In some cases, we may anonymize data for statistical or research purposes, in which case the anonymized data is no longer personal data and may be retained indefinitely.

For more information about our data retention practices, please contact us using the contact details in Section 11.

8. Your Rights Under the UK GDPR

You have the following rights in relation to your personal data:

- **Right of access** (Article 15): You can request a copy of the personal data we hold about you;
- **Right to rectification** (Article 16): You can ask us to correct any inaccurate or incomplete data;
- **Right to erasure** (Article 17): You can ask us to delete your data in certain circumstances (*e.g.*, where it is no longer necessary for the purpose it was collected, or where you withdraw consent);
- **Right to restrict processing** (Article 18): You can ask us to suspend processing in certain circumstances (*e.g.*, while we verify the accuracy of your data);

- **Right to data portability** (Article 20): You can request that we provide your data in a structured, commonly used, machine-readable format, or transmit it to another controller, where processing is based on consent or contract and carried out by automated means;
- **Right to object** (Article 21): You can object to processing based on legitimate interests at any time. You have an absolute right to object to direct marketing;
- **Rights relating to automated decision-making** (Article 22): You have the right not to be subject to a decision based solely on automated processing that produces legal effects or similarly significantly affects you. We do not currently use automated decision-making in our marathon program application process.

To exercise any of these rights, please contact us using the details in Section 11. We may ask for information to verify your identity. We will respond without undue delay and normally within one month; where permitted, we may extend the response period by up to two further months and will explain why within the first month.

9. Withdrawing Consent

Where we rely on consent, it must be freely given, specific, informed and unambiguous, and expressed by a statement or clear affirmative action. You may withdraw consent at any time using the details in Section 11. Withdrawal will not affect the lawfulness of processing carried out before withdrawal.

- **Electronic marketing (email, SMS and direct messages)**: use the unsubscribe or opt-out method in the message, or contact us at the details in Section 11. If we rely on consent, withdrawing it stops future marketing;
- **Health and medical data**: you can withdraw consent by contacting us. Withdrawal does not affect processing carried out lawfully before withdrawal;
- **Media consent**: You can withdraw consent for future use of your photographs, video, or other media by contacting us. We will use reasonable efforts to remove content from channels under our control, although content already in circulation or published by third parties may not be retrievable.

Withdrawing consent will not affect:

- Processing that is based on other lawful bases (such as performance of a contract or legal obligation);
- The lawfulness of any processing carried out before the withdrawal.

10. Complaints and the ICO

If you have concerns about how we use your personal data, please contact NBTS using the details in Section 11. You can also contact the Information Commissioner's Office ("ICO"):

> **Information Commissioner's Office (ICO)**: Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF; telephone 0303 123 1113; website www.ico.org.uk. The ICO's current online data-protection complaint route is available on its website.

You may contact the ICO at any time. We would welcome the opportunity to address your concern first, but you are not required to do so.

11. Contact Us

If you have questions about this Notice, want to exercise your data protection rights or want to raise a concern, please contact: Nikki Margeson at endurance@braintumor.org

12. Changes to This Privacy Notice

We may update this Notice to reflect changes in our processing or applicable law. Where changes are material, we will notify you by email or by a prominent notice on our website. The date at the top of this Notice indicates when it was last revised.