

## This Agreement

Between

GUINNESS WORLD RECORDS LIMITED (hereafter referred to as "GWR"), Company Number 00541295, of South Quay Building, 12<sup>th</sup> Floor, 189 Marsh Wall, London E14 9SH and 'you' as follows:

(the "Parties")

in relation to the proposed record title: [INSERT PROPOSED RECORD TITLE]\* ("Proposed Record Title").

\*The exact title of the record is subject to change and GWR may offer you an alternative title if your Proposed Record Title is not acceptable.

## Terms and Conditions ("Terms")

You agree that in consideration of the mutual promises and covenants given in this Agreement (the sufficiency of which is hereby acknowledged), that all preparations for, undertaking and consequences of, your Record Attempt (as defined in section 4) are governed by the following provisions.

### GWR RECORD TITLES

*We want you to be successful! To do this, you will need the correct information before attempting a Guinness World Records record title.*

#### PROPOSALS

1. GWR receives a large number of Proposed Record Titles. Only some Proposed Record Titles are suitable to become official GWR record titles ("GWR Record Title").
2. Your Proposed Record Title will only be deemed to be a GWR Record Title if you have received the following from GWR:
  - 2.1 a claim number in relation to your Proposed Record Title ("Claim ID"); and
  - 2.2 email confirmation that the Proposed Record Title is accepted as a GWR Record Title; and

- 2.3 a definition of the GWR Record Title you will attempt to break and related guidelines which you will need to comply with ("Guidelines").

(collectively "Record Attempt Information").

3. If you attempt the Proposed Record Title before you receive the Record Attempt Information, you accept that the Proposed Record Title may not be recognised by GWR as a GWR Record Title.
4. A GWR Record Title attempt must be made in accordance with the Guidelines and these Terms ("Record Attempt").

### PERMISSION TO CONTRACT WITH GWR

*Being able to enter into a valid agreement with you is important for you and for us. We have provided the necessary guidance below.*

#### MINORS AND CHILDREN

5. If you or any of the people undertaking the Record Attempt are under 18 years of age or considered a minor in the jurisdiction of the Record Attempt, you must have your parent or guardian read these Terms and agree on your behalf that your Record Attempt is subject to these Terms.
6. If you are considered a minor in your jurisdiction at the time you read and accept this document and your parent or legal guardian has not read and accepted this document, or the relevant jurisdiction does not recognise the validity of documents signed by parents or legal guardians on behalf of minors, your Record Attempt will not be recognised by GWR.

#### COMPANIES, ORGANISATIONS AND GROUPS

7. If you are a company, organisation or group of people ("Group"), this Agreement must be read, agreed and accepted by a person who has been nominated by the Group as the representative and with the authority to enter into this Agreement on their behalf and only one person per Group may be nominated to act in such capacity.

#### AGENCIES, EMPLOYEES AND CONTRACTORS

8. If you are engaged, employed or contracted to organize a Record Attempt on behalf of an

individual, company, organisation or group of people, you must have each persons' consent (by way of your own separate agreement) to enter into, and accept this Agreement.

## **SAFETY**

*Pushing the limits of achievement can be a dangerous activity and may cause injury. Please ensure you put in place appropriate safety measures and obtain professional safety advice.*

### **DECISION TO PROCEED WITH RECORD ATTEMPT**

9. YOU ACKNOWLEDGE THAT THE RECORD ATTEMPT, (EVEN WHEN CONDUCTED IN ACCORDANCE WITH THE GUIDELINES AND ANY SAFETY ADVICE AS MAY BE RECEIVED BY YOU FROM TIME TO TIME) MAY BE DANGEROUS TO YOU AND OTHERS AND YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE ENTIRELY RESPONSIBLE, AT ALL STAGES OF THE RECORD ATTEMPT FOR:

9.1 DECIDING WHETHER OR NOT TO PROCEED;

9.2 ALL SAFETY ASPECTS IN RELATION TO ITS PREPARATION AND/ OR ITS UNDERTAKING; AND

9.3 ANY AND ALL INJURY TO YOURSELF OR OTHERS WHICH IS CAUSED BY THE RECORD ATTEMPT.

## **COSTS AND ADVICE**

10. YOU HAVE, AT YOUR SOLE EXPENSE, TAKEN ALL APPROPRIATE PROFESSIONAL SAFETY ADVICE IN RELATION TO ALL ASPECTS OF RISK, INSURANCE AND SAFETY CONNECTED WITH THE RECORD ATTEMPT INCLUDING BUT NOT LIMITED TO:

10.1 IDENTIFYING ANY POSSIBLE RISKS TO YOURSELF, OTHER PARTICIPANTS AND ANY SPECTATORS;

10.2 IDENTIFYING AND OBTAINING MEDICAL AND OTHER RESOURCES THAT WILL BE READILY ACCESSIBLE AT THE LOCATION OF THE RECORD ATTEMPT; AND

10.3 TAKING ALL NECESSARY PRECAUTIONS AND MEASURES EITHER IDENTIFIED IN SUCH

ADVICE OR IN ACCORDANCE WITH HEALTH AND SAFETY GUIDELINES ISSUED BY ANY RELEVANT PERSON, BODY OR AUTHORITY.

## **LIABILITY**

11. YOU AGREE THAT EXCEPT WHERE ARISING OUT OF GWR'S NEGLIGENCE (OR WHERE YOU ARE RESIDENT IN THE UNITED STATES OF AMERICA, GWR'S GROSS NEGLIGENCE), GWR, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, PARENT GROUP AND/ OR SUBSIDIARIES WILL HAVE NO RESPONSIBILITY FOR THE SAFETY OF ANY PART OF THE RECORD ATTEMPT AND WILL NOT BE LIABLE TO YOU OR YOUR PERSONAL REPRESENTATIVES FOR ANY LOSS, DAMAGE OR INJURY TO YOURSELF OR THE GROUP, OR YOUR OR THE GROUP'S PROPERTY IN CONNECTION WITH THE RECORD ATTEMPT. YOU AGREE TO INDEMNIFY GWR AGAINST CLAIMS BY THIRD PARTIES FOR INJURIES ARISING OUT OF YOUR RECORD ATTEMPT.

12. GWR DOES NOT PROVIDE ANY SAFETY ADVICE. ANY CORRESPONDENCE YOU RECEIVE FROM GWR RELATING TO SAFETY IS BY WAY OF EXAMPLE ONLY, NON-EXHAUSTIVE AND WILL IN NO WAY DETRACT FROM YOUR RESPONSIBILITIES SET OUT HEREIN.

13. ANY GUIDELINES SENT TO YOU BY GWR WILL MERELY CONTAIN A DEFINITION OF THE RECORD ATTEMPT YOU WILL BE UNDERTAKING AND ARE IN NO WAY INTENDED TO PROVIDE ANY KIND OF SAFETY ADVICE OR TO BE CONSTRUED AS PROVIDING ANY COMFORT TO YOU THAT THE RECORD ATTEMPT IS FREE FROM RISK.

## **ADJUDICATION AND AUTHENTICATION**

*Did you know you can arrange for an official GWR adjudicator to attend your Record Attempt?*

### **GWR ADJUDICATOR**

14. You may request that a GWR adjudicator attend your Record Attempt. GWR will be under no obligation to agree to such a request, but if agreement is reached, GWR may require that you pay a fee and expenses, which may include at GWR's sole determination, airfare, accommodation and a daily attendance fee for the adjudicator.

15. If GWR agrees to provide an adjudicator for your Record Attempt, it is agreed that the Parties will enter into a separate agreement for such services.

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#### **ACCURACY OF GUIDELINES AND RECORD INFORMATION**

16. GWR will provide you with Guidelines in relation to your Record Attempt. You understand that the Guidelines sent to you will be for achieving a record recognized by GWR as at the date when the Guidelines are sent out to you.
17. You agree that GWR may update or amend the Guidelines at any time without notifying you. It is your responsibility to obtain the latest guidelines from GWR before making the Record Attempt and, if any aspect of the Guidelines is unclear, you may contact our records management team by posting an enquiry from the members' area of GWR's website at [www.guinnessworldrecords.com](http://www.guinnessworldrecords.com).
18. Any current record information GWR provides to you is obtained from GWR's private database of world records (the "Database"). While reasonable endeavours are made to ensure the Database is accurate, GWR offers no guarantee or warranty as to the accuracy of the information provided to you.
19. You accept that records may change at any time due to a new record being achieved.
20. You acknowledge that any GWR category or record may be reviewed, rested or disqualified at any point at GWR's sole discretion without notifying you. You are responsible for keeping yourself up to date with any new records as GWR will not inform you of any change to current records.

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#### **RECORD ATTEMPT DECISIONS**

21. GWR will, at its sole discretion, decide whether any Record Attempt has been successfully completed in accordance with any Guidelines sent to you ("Record"). You agree that, in the event of any dispute in relation to the interpretation of the Guidelines or the success of a Record Attempt, GWR's decision will be final and GWR is under no obligation to enter into further correspondence with you.

22. You agree that GWR will have no liability for any loss suffered by you, the Group or third parties as a result of GWR deciding that you have or have not been successful in any Record Attempt.

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#### **SUPPORTING MATERIALS AND EVIDENCE**

*We have set out important information about how we use the evidence you submit to us. Please ensure you have read and understood the rights you are granting to us.*

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#### **EVIDENCE: GUIDANCE AND SUBMISSION**

23. The Guidelines you receive contains guidance relating to the supporting evidence and materials you have to submit with your claim (the "Evidence").
24. Following completion of your Record Attempt, you must submit your Evidence in accordance with the guidance provided to you and these Terms in order to enable GWR to decide whether or not your Record Attempt has been successful.

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#### **EVIDENCE: INTELLECTUAL PROPERTY RIGHTS**

25. You represent and warrant that you have all the rights, power and authority necessary to grant GWR intellectual property rights ("IPR") in the Evidence. You agree to:
- 25.1 grant GWR an exclusive, irrevocable, royalty free, transferable, sub-licensable, worldwide licence in perpetuity to use, copy, reproduce, process, adapt, publish, transmit, display and distribute such IPR in any and all media or distribution methods (now known or later developed). You agree that this licence includes the right for GWR to promote its own brand, commercial products and to make the IPR available to other companies, organisations or individuals who partner with GWR for the syndication, broadcast, distribution or publication of the IPR on other media and services. Such additional uses by GWR, or other companies, organisations or individuals who partner with GWR, may be made with no compensation to you; and
- 25.2 waive unconditionally any moral rights you may have in relation to the Evidence, such that, without limitation, GWR has no obligation to

identify you as the author or creator of the Evidence and you will have no right to object to the manner in which GWR uses the Evidence.

#### RESPONSIBILITY FOR EVIDENCE USAGE

26. You are responsible for the Evidence that you submit to GWR, and for any consequences thereof, including the use of your evidence by our third party partners.
27. You understand that your Evidence may be syndicated, broadcast, distributed or published by our partners and if you do not have the right to submit Evidence for such use, it may subject you to liability.
28. GWR will not be responsible or liable for any use of the Evidence in accordance with these Terms.

#### SUCCESSFUL RECORDS ATTEMPTS

*Congratulations if you are successful! We explain what happens next below.*

#### WHAT HAPPENS NEXT?

29. If your Record Attempt is considered by GWR as being successful, GWR will provide you a certificate recognising the Record and details of your Record Attempt will be included in the Database.
30. GWR will be under no obligation to include the Record, or any details in relation to it, in any edition of the Guinness World Records books or any other GWR publication, website, television show or other medium in which GWR exploits its brand, but if it is included, you acknowledge that GWR (or its third party licensees) will not be liable in any way for any error in respect of any details associated with the Record or the Record Claimant.

#### WARRANTY AND INDEMNITY

31. You warrant and undertake to us:

31.1 that all information that you submit to GWR in association with the Record Attempt will, to the best of your knowledge, be true, accurate and complete in all respects;

31.2 that nothing in the Evidence (whether by way of inflection or gesture or otherwise) will infringe the copyright, right of privacy, right of

publicity, trademarks or any other right of any person, breach any contract or duty of confidence, constitute a contempt of court, be defamatory or be calculated to bring any person into disrepute; and

31.3 that where you are signing this document on behalf of a Group who are to participate in the Record Attempt, all such participants in the Group have read, are fully aware and have consented to the terms of this document.

32. You hereby indemnify on demand and hold harmless GWR (and, as applicable from time to time, GWR's parent, subsidiaries, affiliates, officers, directors, licensees, assignees, agents and employees) from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal fees) and liabilities suffered or incurred by GWR as a result of a claim by a third party arising out of your breach of any provision of these Terms.

#### DATA PROTECTION

*GWR respects the privacy of those that apply for a Record Attempt and is committed to providing a safe, secure and transparent environment to protect the personal information you supply to us.*

#### USING PERSONAL DATA YOU PROVIDE TO US

33. GWR is the designated data controller of all personal data that you may provide to us. You can contact us via email at [dpo@guinnessworldrecords.com](mailto:dpo@guinnessworldrecords.com) or write to us at: The Data Protection Officer, Guinness World Records Limited, South Quay Building, 12<sup>th</sup> Floor, 189 Marsh Wall, London, E14 9SH.
34. Central to its mission to be the ultimate global authority on record breaking achievement, GWR maintains a large Database of record related information, including which individuals or groups hold those records and their personal details such as name, address, telephone number, age, gender and occupation.
35. The processing of your personal data is necessary in order to continue to research, measure, authorise and document world record achievements. These records are stored in the Database, which acts as a

unique repository of the world's superlative facts and feats. Due to the archiving nature of GWR's activities, we may store your personal data for a significant period of time. This ensures that, for example, in the event of a broken record, we are able to draw on the knowledge kept in the Database to inform our audiences of the most current record-holder.

36. In order to review and consider your application to undertake a Record Attempt, it is necessary for GWR to process the personal data that you provide to us. As a necessary part of the application process, this provides GWR with a lawful basis upon which to process your personal data.
37. The legal definition of 'processing' includes, but is not limited to collection, any operation which is performed on personal data such as collection, organisation, storage, use and making available.
38. With your consent, all Evidence and personal data provided by you to GWR will be held and used by GWR and its partners for the purposes of:
- 38.1 publishing and promoting any of GWR's products and services; and
- 38.2 exploiting the GWR brand and Evidence in any and all media.

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#### TRANSFERS OF YOUR PERSONAL DATA

39. GWR licenses its brand to trusted partners and licensees around the world, for example book publishers, television broadcasters and games developers. From time-to-time we may share your personal data with these companies to enable them to further promote your achievement and/or make contact with you directly. We oblige that all our partners and licensees contractually adhere to appropriate levels of security of your personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures. As GWR has several international offices, GWR representatives may be required to share your personal data between these offices. For example your Record Attempt application may be processed by a New

York-based GWR representative with a specific expertise in a subject which is not covered by our London office. For the purposes of these Terms, GWR's trusted partners, licensees and representatives are collectively known as the GWR Partners.

40. The European Commission assesses and determines which countries offer adequate levels of protection for your personal data (an "Adequacy Decision"). In the existence of an Adequacy Decision, a transfer of your personal data does not require your consent. Some of the GWR Partners may be based in countries which are not subject to an Adequacy Decision. In such an event, GWR ensures that the GWR Partners strictly adhere to those appropriate safeguards as described in section 39 above. For example, we will not share your personal data by electronic mail as this method does not guarantee an appropriate level of security.
41. Your consent to transfer your personal data to the GWR Partners based in countries which are not subject to an Adequacy Decision will ensure that we have a legal basis upon which to do so. Because your Record Attempt application may be processed by a GWR representative in a country which is not subject to an Adequacy Decision, failure to provide us with your consent to transfer your personal data means that we are not able to process your application.

☐ I CONSENT TO GWR'S TRANSFER OF MY PERSONAL DATA TO ANY GWR PARTNER WITH THE KNOWLEDGE THAT IT MAY BE BASED IN A COUNTRY WHICH IS NOT SUBJECT TO AN ADEQUACY DECISION.

#### YOUR CONSENT FOR GWR TO USE YOUR PERSONAL DATA

*In order for us to interact with you, tell the world about your achievement and promote the Guinness World Records brand to inspire others, we need permission from you to make use of your personal data.*

42. Your provision of personal data is a necessary requirement under these Terms to enable GWR to promote your achievement. The consequence of you failing to provide your consent to the following

requests will unfortunately mean that we are not able to publicise you as a GWR record-holder.

☐ I CONSENT TO GWR PROCESSING MY PERSONAL DATA FOR THE PURPOSES OF PUBLISHING AND PROMOTING GWR'S PRODUCTS AND SERVICES.

☐ I CONSENT TO GWR PROCESSING MY PERSONAL DATA FOR THE PURPOSES OF EXPLOITING THE GWR BRAND AND EVIDENCE IN ANY AND ALL MEDIA.

43. To improve your experience when using our websites and deciding what additional products and services may be of interest to you, sometimes GWR may make automated decisions, including profiling, based on the personal data you have provided to GWR. Any such decisions have no legal or significant effect or consequence on you whatsoever and will not be a factor in determining whether we accept your application to undertake a Record Attempt.

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#### YOUR RIGHTS TO YOUR PERSONAL DATA

44. You can withdraw any of your consents at any time. Do to so, please visit the privacy dashboard on [www.guinnessworldrecords.com](http://www.guinnessworldrecords.com). In the event that you do withdraw your consent(s), this shall not affect the lawfulness of the processing GWR has undertaken before your consent was withdrawn.

45. In addition to your right to withdraw your consent at any time, you also have the right to make the following requests to GWR in regards to the personal data you have provided us:

45.1 to be provided with a copy, including in a structured, commonly used and machine-readable format;

45.2 rectification or erasure (aka the "right to be forgotten"); and

45.3 to restrict and/ or to object to GWR's processing.

46. You are welcome to contact us at [dpo@guinnessworldrecords.com](mailto:dpo@guinnessworldrecords.com) should you have any questions or comments about the way we handle your personal data. Should you not be satisfied with our response, EU citizens have a right

to lodge a complaint with a supervisory authority, being the relevant independent public body established in your member state.

#### USING GWR'S TRADEMARKS

*These are important rules you need to follow if you wish to use of our brand to promote your Record Attempt and if successful, record achievement. Please follow them to avoid infringing our intellectual property rights.*

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#### RESTRICTIONS TO USAGE

47. You acknowledge that the words GUINNESS WORLD RECORDS and OFFICIALLY AMAZING and the "star and pedestal logo" (the "GWR Logo") are trademarks of GWR and are protected by trade mark registrations or applications for registrations throughout the world and as such their usage is restricted.

48. YOU AGREE THAT YOU WILL NOT USE THE WORDS GUINNESS WORLD RECORDS, OFFICIALLY AMAZING, THE GWR LOGO, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY BELONGING TO GWR FOR ANY COMMERCIAL PURPOSE WHATSOEVER, INCLUDING, FOR EXAMPLE, ACTIVITIES FROM WHICH YOU MAY DERIVE REVENUE, SUCH AS RELEASING PUBLISHED ACCOUNTS OF YOUR EXPERIENCES AS A RECORD ATTEMPTER OR HOLDER. ANY USAGE OTHER THAN DESCRIBED DIRECTLY BELOW REQUIRES A WRITTEN LICENCE FROM GWR PRIOR TO ANY SUCH FURTHER USAGE, WITH THE GRANT OF SUCH LICENCE BEING AT THE ABSOLUTE DISCRETION OF GWR.

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#### PERMITTED NON-COMMERCIAL USAGE

49. You agree that you will only use the words GUINNESS WORLD RECORDS to the extent necessary to identify and describe your Record Attempt or Record, and you agree to refrain from doing anything that in any way suggests an affiliation with GWR other than your Record Attempt.

50. Non-commercial usage of the GWR Logo is not permitted as this goes beyond what is necessary to identify and describe your Record Attempt or Record. Therefore, you may not use the GWR Logo anywhere on any press release, or in any other fashion whatsoever.



51. Once GWR has authorised your Record Attempt and/ or once GWR authorises you as having achieved a Record, you may without consulting GWR:

51.1 issue a press release stating your intention to break a Guinness World Records record, or your success in doing so; and

51.2 state in media interviews that you are making a Guinness World Records Record Attempt, or that you have done so successfully.

#### MISCELLANEOUS

52. These Terms represent the entire agreement between the Parties in relation to, and supersede any previous agreements between the Parties relating to, any Record Attempt or GWR record and no representations made by or on behalf of GWR in relation to any Record Attempt or Record will form part of these Terms (provided that nothing in these Terms will be deemed to exclude or restrict GWR's liability to you for fraudulent misrepresentation).

53. These Terms have been drawn up in English. Although translations in other languages of these Terms may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of these Terms and any other translations thereof, the English language version will prevail.

54. A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any provision of these Terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

55. If any term, condition or provision of these Terms is determined to be unlawful, invalid, void or for any reason unenforceable, the validity and enforceability of the remaining terms, conditions and provisions will not in any way be affected or impaired.

56. This Agreement may be freely assigned or licensed by GWR without your consent.

57. This Agreement and all matters arising out of your record attempt will be governed and construed in accordance with the law of England & Wales and subject to the exclusive jurisdiction of the English courts, and you waive any and all objections you might otherwise have to venue, or to the personal jurisdiction of the English courts.

#### RIGHT TO CANCEL

58. Where you are a resident of the EU, and further to the provisions of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, upon signature of this Agreement you are entitled to a period of fourteen (14) days within which to cancel the services offered hereunder by GWR.

59. Should you wish to cancel this Agreement, please notify GWR by emailing [dpo@guinnessworldrecords.com](mailto:dpo@guinnessworldrecords.com) within fourteen (14) days, including your Claim ID in the subject heading.

60. Where you have requested our priority review service, you agree and acknowledge that as GWR will commence provision of the services prior to the expiry of the fourteen (14) day cancellation period if you request a cancellation of the priority review service, the refund you are entitled to will depend on the portion of the service already delivered to you.

61. We may terminate this agreement at any time.

#### RECORD CLAIMANT DECLARATION

##### AGREEMENT TO THESE TERMS

☐ I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT. I AGREE TO BE BOUND BY THEM.