

Agreement Regarding Record Attempt ('Agreement')

This Agreement dated

Between

GUINNESS WORLD RECORDS LTD (hereafter referred to as 'GWR'/'us'/'we'), Company Number 00541295, of 3rd Floor, 184-192 Drummond Street, London, NW1 3HP UK and 'you'

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In relation to the record attempt ('Record Attempt') of:

** The exact title of the record is subject to change and GWR may offer you a valid alternative record if your suggestion is not acceptable.

Until you read and accept all sections of this Agreement, GWR in no way encourages, authorises or permits any Record Attempt to be carried out and we will have absolutely no connection with or authorise any Record Attempt carried out before such acknowledgement.

Terms And Conditions

These terms and conditions shall apply to your Record Attempt. 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 of and consequences of, your Record Attempt shall be governed by the following provisions.

1. Authority

1.1 You agree that a Record Attempt shall only be deemed authorised by GWR when you have received from GWR:

1.1.1 a claim number in relation to the Record Attempt (Claim ID); and

1.1.2 email confirmation from GWR that the proposed Record Attempt set out by you has been agreed and accepted; and and

1.1.3 a definition of the Record Attempt that you will attempt to break and related guidelines which you will need to comply with in relation to the Record Attempt (◆Guidelines◆).

1.2 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. 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 valid or recognized by GWR.

1.3 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.

1.4 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.

2. Safety in Record Attempts

2.1 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:

2.1.1 deciding whether or not to proceed with;

2.1.2 all safety aspects in relation to the preparation for and/or the undertaking of;

2.1.3 any and all injury to yourself or others which is caused by, the Record Attempt.

2.2 You have, at your sole expense, taken all appropriate professional safety advice in relation to all aspects of risk and safety connected with the Record Attempt including but not limited to:

2.2.1 identifying any possible risks to yourself, other participants and any spectators;

2.2.2 identifying and obtaining medical and other resources that will be readily accessible at the location of the Record Attempt; and

2.2.3 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.

2.3 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, and 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 also agree to indemnify GWR against claims by third parties for injuries arising out of your record attempt.

2.4 Any safety advice provided to you by GWR will be by way of example only, non-exhaustive and will in no way detract from your responsibilities set out herein.

2.5 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.

3. Adjudication and Authentication

3.1 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 so, GWR may require that you pay a fee and expenses, which may include at GWR's sole determination, airfare, accommodation and daily attendance fee for the adjudicator. 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.

3.2 GWR will provide you with Guidelines in relation to your Record Attempt. You understand that the Guidelines sent to you will be appropriate for achieving a record recognized by GWR as at the date when the Guidelines are sent out to you and that these Guidelines are not intended to replace common sense or professional advice regarding issues related to safety in connection with the Record Attempt. You acknowledge that Guidelines may be updated or amended at any time and without further notice to you. It is your responsibility to contact GWR before making the Record Attempt if any aspect of the Guidelines is unclear. You can contact our records management team by posting an enquiry from the member's area of GWR's website at www.guinnessworldrecords.com.

3.3 GWR will, at its sole discretion, decide whether any Record Attempt has been successfully completed in accordance with any Guidelines sent to you (Record), and note that in the event of any dispute in relation to the interpretation of the Guidelines or the success of a Record, GWR's decision will be final and no further correspondence will be entered into. You agree that GWR will have no liability for any loss suffered by you or the Group as a result of GWR deciding that you have or have not been successful in any Record Attempt.

3.4 Any current record information provided is provided only to the best of GWR's knowledge and belief as at the date on which the information is provided to you and is based on the information currently logged on GWR's private database of world records (the Database). The current record may change at any time due to a new record being approved. It is also acknowledged that any GWR category or record may be reviewed and rested or disqualified at any point in GWR's sole discretion and without notice to you. You are responsible for keeping yourself up to date with any new records as GWR will not inform you of any change to the current record.

4. Support Materials and Evidence

4.1 Before you make your Record Attempt, you must have received the Guidelines for the record you intend to break or set. With the Guidelines you will also receive two 'Schedules' which relate to the supporting evidence and materials you have to submit with your claim (the Evidence).

4.2 Following completion of your Record Attempt, you must submit Evidence in accordance with the guidance specified in Schedule One in order to enable GWR to decide whether or not your Record Attempt has been successful.

4.3 To the extent that you own intellectual property rights (IPR) in the Evidence, you hereby:

4.3.1 grant to GWR an exclusive, irrevocable, royalty free, transferable, sub-licensable licence in perpetuity to use the IPR in connection with the publishing and marketing of any of GWR's publications and/or the exploitation of the GWR brand in any other media from time to time; and

4.3.2 agree to 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 treats the Evidence.

4.4 In respect of Evidence belonging to third parties (Third Party Evidence) you will wherever possible obtain from each owner a signed release in the form attached at Schedule Two and submit this with the applicable Third Party Evidence. Where it is not possible to obtain a release, you hereby grant GWR a sub-licence to use Third Party Evidence for the purposes outlined above.

4.5 Where you do not own the material supplied to GWR, are unable to obtain the owner's permission to use such material, and are unable to grant a sub-licence - common examples being newspaper text and photographs and broadcast news footage - GWR would still like to see any such material as part of the process to corroborate your claim. GWR will not use material (other than for evidential purposes) where we do not have written agreement to do so.

4.6 You agree that if the documentation you provide is not sufficient we may reject your claim for insufficient evidence and destroy the material you sent in within one month. Further, you agree that it is your responsibility to make sure we receive a full claim.

5. Successful Record

5.1 If your Record Attempt is considered and authorised by GWR as being successful GWR will provide you with a certificate recognizing the Record and it will be included in the Database.

5.2 GWR may, at its sole discretion, allow details of your Record to be given to third parties, including the media and the general public.

5.3 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® book or any other Company publication, website, television show or other medium in which the Company exploits its brand but if it is included, you acknowledge that the Company (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.

5.4 Where you are organising a Record Attempt on behalf of a Group, you agree that you will notify all participants in the Record Attempt of GWR's digital certificate service and the code needed to access the same. GWR will provide the necessary details when GWR provides the Guidelines for the Record Attempt to you. Additionally, you agree that GWR may send details of the codes directly to participants who contact GWR.

6. Warranty and Indemnity

6.1 You warrant and undertake to us:

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

6.1.2 that you are fully entitled to grant a licence (or sub-licence as applicable) in material submitted to us and that nothing in the contribution (whether by way of inflection or gesture or otherwise) will infringe the copyright, right of privacy, right of publicity, trade marks 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

6.1.3 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.

6.2 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.

7. General Provisions

7.1 You agree that all Evidence and personal data (as defined in the Data Protection Act 1998) provided by you to GWR (including your name, contact details, age and occupation) will be held and used by GWR and its affiliates and licensees for the purposes of:

7.1.1 processing your application to undertake a Record Attempt;

7.1.2 publishing and marketing any of GWR's publications; and

7.1.3 exploiting the GWR brand in any other media.;

7.2 You hereby consent to the transfer of such personal data to any GWR duly authorised licensee and/or any GWR duly authorised representative including to countries outside of the European Economic Area for the above purposes, and you waive any and all claims against GWR, its licensees and assignees, based on rights of publicity, privacy or otherwise.

7.3 Trademark use

7.3.1 You acknowledge that the words "GUINNESS WORLD RECORDS" and the "star and

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

7.3.1.1 issue press releases stating your intention to break a Guinness World Records® Record, or your success in doing so;

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

7.3.2 You may not use the GWR® logo marks anywhere on any press release, or in any other fashion.

7.3.3 You agree that you will only use the words ®Guinness World Records® to the extent necessary to identify and describe your Record Attempt, and you agree to refrain from using GWR® logo marks or doing anything that in any way suggests an affiliation with GWR other than your Record Attempt.

7.3.4 You agree that you will not use the Guinness World Records® mark for any commercial purpose whatsoever, including 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 in this clause 7.3 requires a written license from GWR prior to any such further usage, with the grant of such licence being at the absolute discretion of GWR.

7.4 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 GWR record will form part of these Terms (provided that nothing in these Terms will be deemed to exclude or restrict GWR® liability to you for fraudulent misrepresentation).

7.5 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.

7.6 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.

7.7 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.

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

7.9 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.

8.Right to Cancel

8.1 Where you are a resident of the EU, and further to the provisions of the Consumer Protection (Distance Selling) Regulations 2000, upon signature of this Agreement you are entitled to a period of seven (7) days within which to cancel the services offered hereunder by GWR.

8.2 Subject to clause 8.3, your right to cancel this agreement will be effective from the date of signature of this Agreement and expire at the end of seven (7) working days thereafter. Should you wish to cancel this agreement, please notify GWR by emailing [email] within seven (7) days, including your Claim ID in the subject heading.

8.3 Where you have requested our fast Review service, you agree and acknowledge that as GWR will commence provision of the services prior to the expiry of the seven (7) day cancellation period you waive the right to cancel the provision of the services in this period.

I confirm I have read and agree to all sections of the Terms and Conditions.

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