



Agreement to Record Attempt

This agreement

Between

Unique World Records Limited (hereafter referred to as “UWR”), and 'you' as follows:

(The “parties”)

For proposed record title: [insert proposed record title]*

UWR reserves all rights to grant of record title based on qualifying criterion. Therefore if your proposed record title is not acceptable UWR may offer you an alternative title.

TERMS AND CONDITIONS

You agree that all types of liabilities or consequences arising out of your record attempt are yours as per following provisions of this agreement hereby acknowledged.

- **All information you provided is true, accurate and verifiable**

Applications

- UWR receives a huge number of applications every year for proposed record titles approval from all over the world but only a few of them qualifies to become official UWR record titles.
- UWR provides an Application Unique ID along with confirmation email declaring that your proposed record title is accepted as a UWR record title. After your title is accepted you need to apply for Record Specific Guidelines, once it is done you will receive Record Specific Guidelines, Evidence Guide, FAQ’s Section and Prescribed Formats.
- And you understand and accept that if you attempt the proposed record title before you receive the record attempt information kit the proposed record title may be or may not be recognized by UWR as a Unique World Records title, else, it must be ensured that attempt is made in compliance with the guidelines and terms.

ELIGIBILITY FOR AGREEMENT WITH UWR

Necessary guidance for entering into a valid agreement with you.



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Minors and Children

- If the applicant, you or any person associated directly or indirectly with the record attempt are/is under 18 years of age or defined as minor in the jurisdiction of the record attempt, your/their parents or legal guardians must read these terms and agree on your/their behalf that your record attempt is subject to terms given hereby.
- Your record attempt will not be recognized by UWR if your parents or legal guardians have not read and accepted this document, or if the jurisdiction of the record attempt does not recognize the validity of documents signed by parents or legal guardians on behalf of minors, your parents or legal guardians are hereby directed to analyze every aspect of the proposed record attempt.

If record attempt is being organized by you, by virtue of being employed, contracted or engaged to organize the record attempt on behalf of an individual, company, organization or group, by way of separate agreement each persons' consent is mandatory to enter into and accept this agreement. Failing to submit the required documents mentioned in above sentences shall result in rejection of your application.

If record attempt is being undertaken by a company, organization or group, a person can be nominated by the group as the representative with the authority to enter into this agreement, only one person per group shall be nominated to act in such capacity .who must read, agree and accept the agreement on the behalf of the company, organization or group.

You agree that you have chosen to seek risk at your sole expense after considering the professional safety advice and safety equipment along with safety measures for the necessary insurance policy of the record attempt

You agree that you have evaluated all possible risk that may be involved, during preparation or undertaking record attempt, for anyone including you, other participants and or any spectators you agree and acknowledge that medical aid team of doctor(s), paramedics and others with all equipment must be present at the spot of the record attempt, as advised by medical experts and other resources,

You agree that you will take all necessary precautions and measures based on all safety guidelines obtained from any individuals, experts, organization or government authority.

A DANGEROUS ACTIVITY MAY CAUSE INJURY. PLEASE ENSURE SAFETY MEASURES AND PROFESSIONAL SAFETY ADVICE.



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DECISION:

You agree and acknowledge that despite the record attempt being conducted in compliance and accordance with the guidelines and safety advice, still, it may be dangerous to you and others. and you agree and acknowledge that you will be solely responsible not only for your decision, to proceed or not to proceed but also for injury caused to anyone including you, during preparation or undertaking record attempt.

LIABILITY:

- You agree and understand that you have evaluated potential risk involved in your record attempt and that UWR, its agents, officers, directors, employees, parent group and/ or subsidiaries will have no responsibility (except were arising out of UWR's negligence) for the safety of any part of the record attempt.
- UWR shall not be liable to you or anyone else for any loss, damage or injury to yourself or others, or your property or the property of the other concerning the record attempt.
- You agree to indemnify, UWR against claims by third parties for injuries arising out of your record attempt. Safety advice provided by UWR is the general safety guidelines these safety devices are non-exhaustive, and these guidelines in no way indicate or reflect that the safety advice makes your record attempt risk free.

EVIDENCE REQUIRED

How we use the evidence you submit and the rights you are granting to us.

The supporting evidence and materials you have to submit with your claim must be submitted as per the guidance of the guidelines. After successful completion of your record attempt, submit your evidence in prescribed format to enable UWR, to consider your claim in the stipulated period.

ADJUDICATION SERVICES FOR ON THE SITE VERIFICATION AND CERTIFICATION

Official UWR adjudicator to attend your record attempt?

UWR Adjudicator: A UWR adjudicator may attend your record attempt on request. Just you pay a fee and expenses, which may include airfare, accommodation food etc. And a daily attendance fee for the adjudicator, you agree that parties will enter into a separate agreement for adjudication services. Adjudicators are sent for events of the record attempt. UWR decision in this regard is final and binding.

INTELLECTUAL PROPERTY RIGHTS OVER THE EVIDENCE:

You warrant and represent that you have all the rights, authority and power necessary to grant intellectual property rights ("IPR") in the evidence.



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Hence you agree to grant intellectual property rights to UWR, an exclusive, irrevocable, royalty-free, transferable, sub-licensable, worldwide license in perpetuity to use, copy, reproduce, process, adapt, publish, transmit, display and distribute such IPR in any media or distribution methods (now known or later developed).

You agree that this license includes the right for UWR to promote its brand, commercial products and to make the IPR available to other companies, organizations or individuals who partner with UWR for the syndication, broadcast, distribution or publication of the IPR on other media and services.

Such additional uses by UWR, or other companies, organizations or individuals who partner with UWR, may be made with no compensation to you; and waive unconditionally any moral rights you may have in relation to the evidence, such that, without limitation, and you will have no right to object to the manner in which UWR uses the evidence.

RECORD SPECIFIC GUIDELINES AND EVIDENCE SUBMITTED

UWR will provide you with guidelines about your record attempt. You agree and understand that UWR may update or amend the guidelines at any time without any specific notice to you. It is solely your responsibility of obtaining correct and updated information, UWR offers no guarantee or warranty as to the accuracy of the information provided to you, you agree and accept that records may change at any time because of a new record being achieved. UWR will not inform you about such changes to the record. UWR reserves all rights to remove any existing record from its database

UWR reserves all rights to decide about any record attempt success or failure in accordance with any guidelines sent to you ("record"). UWR's decision will be final and binding for all, you agree that, UWR is under no obligation to consider any objections or claims whatsoever. You agree that UWR will have no liability for any loss suffered by you, the group or third parties about success or failure of any record attempt

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.

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



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DATA PROTECTION:

UWR is committed for the safe, secure and transparent environment to protect your personal information.

UWR is committed to data security. You can contact us via email at info@uniqueworldrecords.com or write to us at the Data Protection Officer, Unique World Records Limited, St No. 4/2, Left Lane, Nachattar Nagar, Mansa Road, Bathinda, 151001, Punjab, India.

UWR maintains a large database of information of records, including individual or group record holder and their personal information such as name, gender, age, address, telephone number occupation and miscellaneous details.

To evaluate, measure, research, authorize and document the world record achievements. The dedicated database is maintained by the processing of your personal data. Archiving nature of UWR's activities may compel us to store your personal data for a considerable period. And in the event of a broken record, the most current record- holder details are displayed prominently.

You understand and you are solely responsible for the evidence that you submit to UWR, and for any consequences thereof, including the use of your evidence by our third-party partners. 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. UWR will not be responsible or liable for any use of the evidence in accordance with these terms.

WARRANTY AND INDEMNITY

You undertake and warrant that you have submitted all information to UWR for the record attempt is, to the best of your knowledge, accurate, true, comprehensive and verifiable in all respects, without concealing any information intentionally and or unintentionally; and nothing in the evidence (whether by way of gesture or tone or otherwise) will breach the copyright, trademarks, right of publicity, or right of privacy any other right of any person, breach any contract or duty of confidence, be defamatory, constitute a contempt of court or be calculated to bring any person into disrepute; and

With your consent, all evidence and personal data provided by you to UWR will be stored and used by UWR and its partners for publishing and promoting any of UWR's products and services; and exploiting evidence in any and all media.

TRANSFERS OF YOUR PERSONAL DATA

UWR licenses its brand to reputed and credible partners and licensees, television broadcasters, book publishers and others. Who may promote your achievement and/ or make contact with you and share your personal data. We are committed for safety of your personal data and promise that all our



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partners and licensees contractually adhere to ensure the security of your personal data, including protection against unlawful or unauthorized processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures. Failure to provide us with your consent to transfer your personal data means that we are not able to process your application. Hence you agree that your consent is not required for transfer of your personal data, UWR ensures that the UWR partners strictly adhere to appropriate safeguards.

SUCCESSFUL RECORDS ATTEMPTS

Once evidence is submitted you will get a confirmation email to acknowledge receipt of this and your application will be activated on our system. If your record verification got successful after verifying all the documents about the records, our Record Management Team will send the Record Approval e-mail with the subject "Official Unique World Records – Record". Once Record status is granted to the applicant, the applicant will receive an email with the link to order Free Certificate and other paid accessories. The details will be included in the database on successful completion of your record attempt.

UWR will be under no obligation to include the record, or any details in any edition of the unique world records books or any other UWR publication, website, television show or another medium in which UWR exploits its brand, but if it is included, you acknowledge that UWR (or its third-party licensees) will not be liable for such usage and or in any way for any error whatsoever.

I consent to UWR's transfer of my personal data to any UWR partners

Permission to make use of your personal data. To enable UWR to promote your achievement submission of your provision of personal data is a necessary requirement under these terms. Failing to provide your consent will, unfortunately, mean that UWR is unable to publicize you as a record-holder.

I consent to UWR processing my personal data for the purposes of publishing and promoting UWR's products and services.

I consent to UWR processing my personal data for the purposes of exploiting the evidence in anyway and all media.

YOUR RIGHTS TO YOUR PERSONAL DATA

Your consents can be withdrawn at any time by you. To do so, please visit www.uniqueworldrecords.com. In the event that you do withdraw your consent(s), the lawfulness of the processing UWR has undertaken before your consent was withdrawn shall not be affected.

You also have the right to make the requests to UWR, to be provided with a copy, rectification and to restrict and/ or to object to UWR's processing in regards to the personal data you have provided us.



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You are welcome to contact us at dpo@uniqueworldrecords.com should you have any questions, feedback, suggestions, advice or comments about the way we handle your personal data.

INTELLECTUAL PROPERTY

Avoid infringing our intellectual property rights.

You agree and acknowledge that the words "Unique World Records and UWR logo" (the "UWR logo") are trademarks of UWR and are protected by trademark registrations or applications for registrations and as such their usage is restricted. You agree that you will not use the words "unique world records", the UWR logo, trademarks or other intellectual property belonging to UWR for any commercial purpose whatsoever, including, for example, activities from which you may derive revenue. Prior permission at the absolute discretion of UWR must be obtained by you for any usage other than described below.

Allowed Non-Commercial Usage for Event

You agree that you can only use the words "unique world records" to identify and describe your record attempt or record and that you have no affiliation with UWR other than your record attempt. But you may issue a press release and media interviews about them about your intention to break a unique world records record, or your success in doing so, without UWR permission.

Further, you agree that: These terms characterize the entire agreement between the UWR and you, and take the place of any previous agreement(s) between the said parties with respect to, any UWR record attempt or UWR record and no representations made by or on behalf of UWR in relation to any record attempt or record will form part of these terms (provided that nothing in these terms will be considered to restrict or exclude UWR's liability to you for fraudulent misrepresentation).

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

This agreement may be freely assigned or licensed by UWR without your consent.

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

By signing the agreement, you acknowledge and are bound to agree that your use of UWR website and



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the Services, including any content, will comply with this Agreement that any action relating to or arising out of this Agreement shall be subject to Bathinda Jurisdiction and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non-convenience with respect to) Bathinda jurisdiction.

Should you wish to cancel this agreement, please notify UWR by emailing support@uniqueworldrecords.com within ten working days? The fee paid for any product and service will be non-refundable in all circumstances, however, if you are entitled to any refund, it will depend on the decision at the absolute discretion of UWR.

UWR may terminate this agreement at any time.

APPLICANT DECLARATION (Agreement to these terms and conditions)

I have read and understood all the terms of this agreement and I am bound to agree to Unique World Records Limited terms and conditions regarding this Agreement to Record Attempt, Terms of Use, Privacy Policy, Cookie Policy and Record Policies.