



# Terms and Conditions (Application)

## UNIQUE WORLD RECORDS RECORD ATTEMPT:

### ALL APPLICANTS MUST READ AND UNDERSTAND THE FOLLOWING IMPORTANT INFORMATION

Reading lengthy terms and conditions is a cumbersome job but you are requested to please read through them carefully, to clearly understand, what is actually required from you before you prepare to attempt. These terms summarize the responsibilities that you are taking on when you agree to attempt your record and also what is expected of you once your attempt has been made. The terms are simple and clear and if there is any part of these terms which you still you don't understand, please contact support.

#### Commencement

You agree that we may start to offer you the chosen service upon acceptance of these terms and conditions. If you decide to cancel this agreement, you may only be entitled to a partial refund depending on work carried out during the cancellation period.

#### General Information

This document will form an agreement between UNIQUE World Records Limited, (otherwise known "UWR" or "we" or "us") and you, the applicant.

Please submit your application for a UNIQUE World Records title, if you agree to these terms.

After your application is submitted, it is important that you wait until you receive confirmation of approval of your record attempt before taking any further action.

In case you do not receive any e-mail, please do not assume that your record attempt has been approved. Whilst we will do our best to approve your chosen record attempt title, there may be certain cases where we will have to modify the title before allowing you to proceed with the attempt.

If you are unable to accept these terms for any reason, we will unfortunately not be able to proceed with your application.

#### Record Attempt Guidelines

We will send you record specific guidelines for your record attempt after receiving and reviewing your proposed record application. You must strictly adhere to the guidelines for your UWR record attempt. Due to the large volume of applications we may not always be able to inform you about any changes in the record. For Example, record information may change after the information has been provided to you or a record may be broken or guidelines may need to be amended. The information provided to you is up-to-date to the best of our knowledge at the time it is given.



# Terms and Conditions (Application)

Unsuccessful record attempt is really disappointing for you, UWR decision shall be final and binding and there is no requirement for us to enter into further correspondence.

If you are uncertain on any part of the guidelines, please contact support.

## Supporting Materials and Evidence

First accept the Application Terms and Conditions and Agreement to Record Attempt (ARA) and apply for Title approval, once your title got approved, you need to apply for Record Specific Guidelines for record attempt, and once it is done by yourself you will receive the following information:

- Record Specific Guidelines
- Evidence Guide
- Knowledgebase FAQ's
- Prescribed Formats

## Evidence

Evidence is vital part of whole process hence to stand the best chance of achieving a UWR Record; you should submit all material possible as per the evidence guidance. In absence of enough evidence to support your claim, unfortunately we may reject your claim. We are unable to return the evidence submitted.

## UWR's right to use your evidence materials submitted.

We may use the evidence you submit in our UNIQUE World Records publications, on our website, television shows or another medium. By accepting these terms, you allow us to use free of charge, any and all of the materials submitted. UWR will be under no obligation to identify you, author or the actual owner of the materials. You agree to enter into a separate agreement between you and the owner of evidence (you or a third party) to transfer the rights of use of evidence material by us. The permission you grant to UWR above does not affect the owner's right (whether you or a third party) to use the evidence.

## Other terms

By agreeing to these terms you agree that:

## Your Information

- We may provide any details to the public related to your record attempt/title, without any obligation on us to do so.
- That you will not take any legal action against us if any incorrect details are released by us. Though we try hard to avoid errors and correct them as soon as we become aware of them.



# Terms and Conditions (Application)

- Your personal information can be used for the following purposes:
  - For processing your application
  - For our publications
  - For marketing
  - For promoting our brand through any media including contacting you
  - For sharing your contact information to third parties where you may be interested (for example TV production companies and PR companies).
  - The global nature of our business compel us sometimes for transferring your personal information outside the European Union, even to countries where your information may not be protected to the same extent

You agree to not take legal action against us in case you suffer any loss due to any loss of personal data except where it is our fault.

## Trademarks

- You agree that you will not use the word 'UNIQUE World Records' for any commercial purposes. You will only use it to identify and describe your record attempt
- You agree to obtain our permission to use our trademark for commercial purposes and our logos for any purposes.

## General confirmations

- All information you provided is true, accurate and verifiable
- You will grant us the permissions needed to enable us to use your evidence without breaching anyone else's rights

## For cases, someone else other than applicant/you will be making the attempt

- PR or advertising agency/others acting on behalf of a third party, must ensure that every participant has or will have agreed to these terms well before the record attempt takes place.

## UWR's right of recovery against you

- If a third party takes a legal action against us as a result of loss, personal injury or death resulting from your record attempt or due to any of the assurances provided by you in these terms being incorrect, UWR can recover any loss arising from the third party's action from you including demands, claims, damages, costs and expenses.



# Terms and Conditions (Application)

## Limitation on your ability to recover from UWR

- Except any loss, damage or injury resulting from UWR's negligence, UWR or other any companies in its group will not be liable to you or third party for any loss, damage or injury arising out of your record attempt.

## Safety Requirements

It is important that you agree to the following terms regarding the safety of your record attempt.

Your record attempt may be hazardous to you and others, even if you comply with the guidelines provided by us. The Guidelines are non-exhaustive and cannot offer or replace any safety advice and remember your record attempt is not risk free. In addition to compliance with the guidelines provided by us, you must take safety advice from a qualified safety expert. As part of additional advice we expect you to cover the following:

1. A comprehensive risk evaluation to identify all potential risks to everyone at your record attempt
2. A comprehensive evaluation of adequate and appropriate medical and other resources which must to be made available at your record attempt
3. you must have the required insurance policy to cover any potential claims

Applicable health & safety guidelines and laws must be adhered to, in addition to taking safety advice. You are not only responsible for all safety aspects related to the record attempt, but also you are solely responsible for any/all violation of rules and laws at the place of your record attempt. You have full responsibility for the safety of your record attempt and to decide whether or not to make the record attempt. Therefore, except personal injury and or death due UWR's negligence, neither UWR nor any companies in its group will be liable to you or your estate for any loss, damage or injury to yourself or anyone at the record attempt, or anyone's property, or arising from a breach of these terms.

## Miscellaneous terms

No third parties will have any rights under these terms.

If any part of these terms is found to be invalid, the other terms will still remain in force.

We may transfer our rights and obligations under these terms to a third party without your consent.

These terms will be governed and interpreted in accordance with Indian law, with the Indian Courts having exclusive jurisdiction in relation to any dispute arising under the these terms.



# Terms and Conditions (Application)

## Cancellation Policy

Within 10 working days of accepting these terms. You can cancel our proposed agreement if you do not want to proceed with your application.

## How to Cancel

You may Contact support to cancel application on our website.

## Effects of Cancellation

Fee paid for any product and service will be non-refundable in all circumstances, however if you are entitled for any refund, it will depend on decision at the absolute discretion of UWR. We may charge you on a pro-rata basis. The refund will be made using the same means of payment as per available mode options, within 10 working days after your request to cancel your service.

## In Agreement & Signature to these terms

agree to the terms and conditions.