

The “To The Line” Classroom Experiences and National Competitions

Registration Terms and Conditions and Media Consent: School Year 2019-2020

1. Introduction

Welcome to the “To The Line” Classroom Experiences and National Competitions (each a “CHALLENGE” and collectively “CHALLENGES”) operated by The Learning Partnership (“TLP”) during each school year.

Each Challenge is designed as an inspirational, inclusive and cross-curricular STEAM initiative for a particular year group in the school.

A school purchasing access to the Challenge through the Dendrite Shop, or requesting sponsorship support to take part in the challenge by joining “Schools Connect” agrees to the Challenge Terms and Conditions held in the challenge area on www.dendrite.me.

2. Participation

2.1 School Pay - In consideration of the delivery and provision of a CHALLENGE and those matters referred to above, the School is required to pay the applicable CHALLENGE participation fee (plus VAT where applicable) to TLP to participate in the CHALLENGE for the applicable School Year. This can be purchased via the Dendrite shop or through the designated contacts for the challenge.

2.2 Sponsored via Schools Connect - TLP recognises that a School may require third party financial support in order to participate in the applicable CHALLENGE. In this context the school agrees to join the Schools Connect network and:

- a) As part of the creation of the “Schools Connect” relationship between TLP and the School, TLP will, if the School so requests, use its reasonable efforts to approach local businesses and other appropriate organisations to invite them to join Schools Connect and support the funding of challenge resources for the school. The School hereby authorises TLP to communicate with third party(s) for such purpose(s) for, in the name of, and on behalf of the School.
Please Note: This activity is not generally made available to fee-paying schools, but TLP is able to offer advice on ways in which fee-paying schools can seek third party sponsorship funding.
- b) If Schools Connect employers are recruited and financial support is secured, TLP will immediately notify the School and the School will in good faith communicate with and develop partnership relations with the schools connect employer recruited into the network.
- c) The School acknowledges that it may not be possible for TLP to secure any or all the financial support required and, in this event, TLP will notify the School and the School shall be permitted to cancel its registration to participate in the applicable CHALLENGE without liability.
- d) The School will as part of its membership of Schools Connect place a Schools Connect logo on its website and other media environments, and make every effort to communicate, as is deemed appropriate, with its own community its new Schools Connect membership and the opportunities this creates for its community.

3. Media Consent

3.1 TLP, its authorised agents and/or third parties may take photographic media (not limited to photographs, video, webcam) or voice recordings (collectively “Media”) of children and young people taking part in a CHALLENGE or other TLP organised events and activities delivered for or with schools/clubs/societies or similar.

3.2 By registering to participate in a CHALLENGE, the School thereby grants to TLP permission and authorisation for TLP to take, record and retain such Media and, thereafter, to use such Media to:

- (a) promote, showcase and highlight TLP's education products and services,
- (b) promote and illustrate Science, Technology, Engineering and Mathematics (STEM) subjects, and
- (c) to incorporate and publish such Media as part of TLP's online and social media activity(s) (including, for example, but not limited to YouTube, Twitter, Facebook and Instagram), other web content and other marketing and promotional materials (including print and displays) and on our Website(s) and/or related third party website(s), both in the United Kingdom and globally.
- (d) If so requested by TLP or as is otherwise required, each School shall complete, sign and return a Participation/Media Release Form in respect of the above matters to TLP in good faith and in a timely manner.

3.3 News Media

Each participating School acknowledges and agrees that:

- (a) Media may also be sent to the news media and CHALLENGE events/activities may be visited by journalists and/or members of the media who will take their own photographs or film footage where pupils will often appear in these images.
- (b) The news media may use the images in printed publications (including local or national newspapers), on televised news programmes or on their websites where they then store them in their archive.
- (c) The news media may also syndicate the photos to other media for possible use, either in printed publications, on websites, or both.
- (d) When TLP submit photographs and information to the media, TLP has no control on when, where, if or how they will be used.

3.4. Conditions

- (a) Schools, clubs, societies or similar organisations must make TLP and its representatives or agents aware of children for whom no photo permission is granted, or whom do not wish to be photographed and/or are 'at risk';
- (b) TLP will not identify individual children or young people (e.g. by first and last name) in association with Media unless expressly agreed in each case.
- (c) TLP will use its reasonable endeavours to ensure that no images will be taken of any children for whom TLP does not have the School's permission or who are 'at risk' or disallowed from having their photographs taken for legal or social reasons.

3.5 Withdrawal of Consent

Please write to TLP if the School wishes to withdraw consent at any time or if pupil(s) leave the school, club, society or similar.

3.6 TLP Undertakings

(a) Media recorded will be of activities that show the School and children in a positive light. Embarrassing or distressing media will not be used. Media will not be associated with negative or sensitive issues.

(b) TLP may use group or class photographs or footage with very general labels e.g. 'science lesson'.

(c) TLP will only use images of pupils who are suitably dressed.

(d) TLP will take all reasonable measures to ensure the images are used solely for the purposes for which they are intended. However, this cannot be guaranteed, and TLP will take no responsibility for the way images are used by other websites or publishers or for any consequences arising from publication.

Please note that websites can be viewed throughout the world and not just in the United Kingdom where UK law applies. In giving your consent you understand that images may be used in printed and electronic form.

3.7 TLP Points of Contact

Should you have any questions please contact the following personnel at TLP: Any change to such personnel below at any time and from time to time shall be notified via the Website

School Administration Manager

Michelle@thelearningpartnership.com

Office: +44 (0)1869 346609 Ext 209 Office: +44 (0) 1869 346609

4. General Provisions

4.1 The Terms constitute the whole legal agreement between you and TLP and govern your use of the Website and/or the Services and completely replace any prior agreements between you and TLP in relation to the Website and/or the Services.

4.2 You agree that TLP may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Website and/or the Services.

4.3 You agree that if TLP does not exercise or enforce any legal right or remedy which is contained in the Terms (or which TLP has the benefit of under any applicable law), this will not be taken to be a formal waiver of TLP's rights and that those rights or remedies will still be available to TLP.

4.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

4.5 The Terms, and your relationship with TLP under the Terms, shall be governed by English law. You and TLP agree to submit to the exclusive jurisdiction of the courts of England to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that TLP shall still be allowed to apply for injunctive remedies (or other equivalent types of urgent legal remedy) in any jurisdiction.

Effective as of 16 January 2020