

## The “To The Line” Classroom Experiences and National Competitions

### Terms and Conditions and Media Consent: School Year 2020-2021

#### 1. Introduction

1.1 Welcome to the “To The Line” Classroom Experiences and National Challenges (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 to be undertaken by all applicable students in a participating School and where possible on a whole year group basis during a school year.

1.2 By registering as a School to participate in a CHALLENGE and/or by registering as a user on the Website, each participating School and each Registered User agrees to the following provisions of these Terms and Conditions (hereafter referred to as the “Terms”).

#### 1.3 The Terms set out, inter alia:

(a) the basis upon which each CHALLENGE is made available to a participating School ; and

(b) the basis upon which this website is operated by TLP at [www.thelearningpartnership.com](http://www.thelearningpartnership.com) (hereafter the “Website”) and upon which any of the content, products, channels, software, data feeds, communications facilities and other functions, facilities and services (collectively the “Services”) provided by TLP on or from or through the Website are made available to each School and to each Registered User within a School.

**In order to use the Website and the Services or any of them, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms;**

#### 1.4 References to:

(a) “you” or “your” in these Terms means a participating School and/or a Registered User as the context requires and permits.

(b) “Content” includes the text, software, scripts, graphics, photos, sounds, music, videos, audio-visual combinations, interactive features and other materials you may view on, access through or contribute to the Website and/or the Services.

**It is important that you take the time to read these Terms and TLP’s Privacy Policy carefully as they form a legally binding agreement between each Participating School and TLP and between each Registered User and TLP (as the context applies) in relation to CHALLENGE, the Website and the Services (as referred to below).**

## 2. CHALLENGE Participation

2.1 As part of the delivery of a CHALLENGE in accordance with the applicable CHALLENGE Specification as published by TLP (and as may be revised and/or updated by TLP from time to time and at any time) each participating School agrees as follows:

(a) **Designated Teaching Staff:** The School shall ensure that at least two (2) designated personnel from the School undertake and complete the “reading of all health and safety materials” provided by TLP via the online CHALLENGE training module(s) published on the TLP website prior to the commencement of the CHALLENGE activity within the School.

(b) **Whole Year Group:** The School shall implement the CHALLENGE for all applicable Year Group students and, where practicable, plan and apply cross-curricular activities within its School calendar so as to optimise the opportunity to engage in the CHALLENGE activity.

(c) **CHALLENGE Ancillary Kit:** Where required in the CHALLENGE Specification, the School shall construct such CHALLENGE tools and equipment required to operate the CHALLENGE School Race Day by following the guidance published by TLP on the Website from time to time and/or as otherwise notified and submitted to the School by TLP.

**2.3 Additional CHALLENGE Kit:** If a School wishes to purchase additional kit or components comprised in a CHALLENGE, such items are made available for purchase through the Dendrite Shop resource on the Website. The Terms and Conditions of Sale applicable to any such sale and purchase will be as set out on the Dendrite Shop pages of the Website applicable at the time of purchase.

### 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

Aulden Dunipace  
Director  
The Learning Partnership  
[aulden@thelearningpartnership.com](mailto:aulden@thelearningpartnership.com)  
[m](tel:+441869346609) Office: +44 (0) 1869 346609

## 4. Use of the Website and the Services

TLP hereby grants you permission to access and use the Website and the Services, subject to the following express conditions, and you agree that your failure to adhere to any of these conditions shall constitute a breach of these Terms on your part.

4.1 In order to access some features of the Website or elements of the Services, you will have to create a Dendrite account. When creating your Dendrite account, you must provide such accurate and complete information as required by TLP. It is important that you keep your Dendrite account

information and any password or other Login details secure and confidential. You must notify TLP immediately of any breach of security or unauthorised use of your Dendrite account that you become aware of. You agree that you will be solely responsible (to TLP, and to others) for all activity that occurs under your Dendrite account.

#### **4.2 You agree:**

(a) not to distribute any part of or parts of the Website or the Services, including but not limited to any Content, in any medium without TLP's prior written authorisation, unless TLP makes available the means for such distribution through functionality offered by the Services;

(b) not to (or attempt to) circumvent, disable or otherwise interfere with any security related features of the Services or features that (i) prevent or restrict use or copying of Content or (ii) enforce limitations on use of the Services or any content accessible via the Service;

(c) not to use the Services for any commercial uses or for the solicitation of business in the course of trade or in connection with a commercial enterprise unless you obtain TLP's prior written approval including but not limited to the sale of access to the Services or the sale of advertising, sponsorships or promotions placed on or within the Services, or Content;

(d) not to use or launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Website or the Services in a manner that sends more request messages to the TLP servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard (i.e. not modified) web browser;

(e) not to collect or harvest any personal data of any user of the Website or any Services; and

(f) not to copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of TLP or the respective licensors of the Content.

4.3 TLP is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Website and/or the Services which TLP provides may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that TLP may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at TLP's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform TLP when you stop using the Services.

4.4 You agree that you are solely responsible for (and that TLP has no responsibility to you, to any Registered User or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which TLP may suffer) of any such breach.

## **5. Copyright and Your Content**

5.1 TLP operates a clear copyright policy in relation to any Content that is alleged to infringe the copyright of a third party. TLP will terminate user access to the Website and/or the Services (or any part thereof) at its sole discretion if a Registered User has been determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice.

## 5.2. Upload of Content

(a) As a Registered User, you may submit Content to the Website for publication thereon and/or for distribution or dissemination by way of the Services. You understand that whether or not Content is published, TLP does not guarantee any confidentiality with respect to Content.

(b) You understand and agree that you are solely responsible for your own Content and the consequences of posting or publishing it. TLP does not endorse any Content or any opinion, recommendation, or advice expressed therein, and TLP expressly disclaims any and all liability in connection with Content.

(c) You retain all of your ownership rights in your Content, but you are required to grant limited licence rights to TLP and other users of the Website and the Services as set out below

(d) You represent and warrant that you have (and will continue to have during your use of the Service) all necessary licenses, rights, consents, and permissions which are required to enable TLP to use your Content for the purposes of the provision of the Service by TLP, and otherwise to use your Content in the manner contemplated by the Service and these Terms.

(e) You agree that you will not post or upload any Content which contains material which it is unlawful for you to possess in the country in which you are resident, or which it would be unlawful for TLP to use or possess in connection with the provision of the Website or the Services.

(f) You agree that Content you submit to the Website or the Services will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless you have a formal licence or permission from the rightful owner, or are otherwise legally entitled, to post the material in question and to grant TLP the licence referred to in paragraph 5.3 below.

(g) On becoming aware of any potential violation of these Terms, TLP reserves the right (but shall have no obligation) to decide whether Content complies with the content requirements set out in these Terms and may remove such Content and/or terminate a User's access for uploading Content which is in violation of these Terms at any time, without prior notice and at its sole discretion.

(h) You further understand and acknowledge that in using the Website or the Services, you may be exposed to Content that is factually inaccurate, offensive, indecent, or otherwise objectionable to you. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against TLP with respect to any such Content.

## 5.3 Rights You Licence

When you upload or post Content to the Website, you grant:

(a) to TLP, a worldwide, non-exclusive, royalty-free, transferable licence (with right to sub-licence) to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Website and the Services and otherwise in connection with the provision of the Services and TLP's business, including without limitation for promoting and redistributing part or all of the Services (and derivative works thereof) in any media formats and through any media channels;

(b) to each Registered User of the Website or the Services, a worldwide, non-exclusive, royalty-free licence to access your Content through the Website or the Services, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content to the extent permitted by the functionality of the Website or the Services and under these Terms.

(c) The above licenses granted by you in Content terminate when you remove or delete your Content from the Website and/or the Services. The above licenses granted by you in textual comments you submit as Content are perpetual and irrevocable, but are otherwise without prejudice to your ownership rights, which are retained by you as set out in paragraph 5.2 above.

## **6. TLP content on the Website and the Services**

6.1 With the exception of Content submitted to the Website or Services by you, all other Content on the Service is either owned by or licensed to TLP, and is subject to copyright, trade-mark rights, and other intellectual property rights of TLP or TLP's licensors. Any third-party trade or service marks present on Content not uploaded or posted by you are trade or service marks of their respective owners. Such Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of TLP or, where applicable, TLP's licensors. TLP and its licensors reserve all rights not expressly granted in and to their Content.

### **6.2. Links from The Website or The Services**

(a) The Website and/or the Services may include hyperlinks to other web sites that are not owned or controlled by TLP. TLP has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites.

(b) You acknowledge and agree that TLP is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

(c) You acknowledge and agree that TLP is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

## **7. Termination**

7.1 TLP may at any time terminate the provision of the Website or the Services to you, without notice, if:

(a) you have breached any provision of the Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(b) TLP is required to do so by law (for example, where the provision of the Website or the Services to you is, or becomes, unlawful); or

(c) TLP is withdrawing the Website or the Services or such part thereof as you may have registered therefor or is transitioning to no longer providing the Service to users in the country in which you are resident or from which you use the Service.

7.2 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and TLP have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

## 8. Exclusion of Warranties

8.1 Nothing in the Terms shall affect any statutory rights that you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

8.2 You agree that the CHALLENGES, the Website and the Services are provided "as is" and TLP makes no warranty or representation to you with respect to them. In particular, TLP does not represent or warrant to you that:

- (a) your use of the CHALLENGES, Website and/or the Services will meet your requirements;
- (b) your use of the CHALLENGES, the Website and/or the Services will be uninterrupted, timely, secure or free from error;
- (c) any information obtained by you as a result of your use of the Website and/or the Services will be accurate or reliable; and
- (d) that defects in the operation or functionality of any software provided to you as part of the Website and/or the Services will be corrected.

8.3 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the CHALLENGES, the Website and the Services except to the extent that they are expressly set out in the Terms.

## 9. Limitation of Liability

9.1 Nothing in these Terms shall exclude or limit TLP's liability for losses which may not be lawfully excluded or limited by applicable law.

9.2 Subject to the overall provision in paragraph 9.1 above TLP shall not be liable to you for:

- (a) any indirect or consequential losses which may be incurred by you. This shall include; (i) any loss of profit (whether incurred directly or indirectly); (ii) any loss of goodwill or business reputation; (iii) any loss of opportunity; or (iv) any loss of data suffered by you;
- (b) any loss or damage which may be incurred by you as a result of:
  - (i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Website and/or the Services;
  - (ii) any changes which TLP may make to the Website and/or the Services, or for any permanent or temporary cessation in the provision of the Website and/or the Services (or any functions or features therein);
  - (iii) the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Website and/or the Services;



(iv) your failure to provide TLP with accurate account information;

(v) your failure to keep your Dendrite password or TLP account details secure and confidential.

9.3 The limitations on TLP's liability to you in paragraph 9.2 above shall apply whether or not TLP has been advised of or should have been aware of the possibility of any such losses arising.

## 10. General Provisions

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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 1 Feb 2021