



TERMS OF USE

*These terms of use ("**Terms**"), together with any and all other documents referred to herein, govern the relationship between you and (a) Wonde Limited ("**we**", "**us**", "**our**" or "**Wonde**") under which our Wonde services are provided by us through our website ("**Website**"). The Website enables schools ("**schools**", "**you**") to upload photographs and written testimonials related to Guinness World Record attempt being held on 1st July 2025 (together, "**Services**").*

The Services are operated by Wonde Limited which is a company registered in England and Wales under company number 14160647. Please send all correspondence to Furlong House, 2 King's Court, Newmarket, Suffolk CB8 7SG.

IMPORTANT NOTICE: By using this Website, you expressly agree that we may only share your Guinness World Record evidence and testimonials with Jamie Oliver's team via Jamie's Ministry of Food Foundation and the Jamie Oliver Group, Time Table Rockstars (Maths Circle Ltd), and Guinness World Records ('Authorised Third Parties') for verification purposes. This is a fundamental requirement for using our services.

You also acknowledge and agree that any evidence uploaded following the deadline at 23:59 on Friday 4th July 2025 will not be included in the verification process for the purpose of determining the success of the Guinness World attempt.

By accessing or using our Website, you agree to be bound by these Terms. If you do not agree to these Terms, including the sharing of testimonials with Guinness World Records, you must not use the Website.

1. WEBSITE PURPOSE AND SERVICES

1.1. Purpose

The Website provides a platform for schools to:

- 1.1.1. Upload photographs documenting Guinness World Record attempts;
 - 1.1.2. Submit written testimonials (which includes statements from witnesses and stewards) and evidence about record attempts to Authorised Third Parties only; and
 - 1.1.3. Enable verification of the Guinness World Record attempt participation by Authorised Third Parties.
- 1.2. By uploading testimonials, you acknowledge and agree that these will be shared with Authorised Third Parties only as part of the verification process.

2. THIRD PARTY SHARING

2.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- 2.1.1. All written testimonials uploaded to the Website will be shared with Guinness World Records, The Jamie Oliver Group and Times Table Rockstars.
- 2.1.2. This sharing is mandatory and essential for Guinness World Records' verification purposes.
- 2.1.3. Guinness World Records will use testimonials solely for verification of a school's record attempt.
- 2.1.4. You cannot use the Website's testimonial features without agreeing to this sharing.
- 2.1.5. You agree to the terms of the Privacy Notice (as updated from time to time).
- 2.1.6. You have obtained all necessary legal consent(s) required prior to uploading and submitting evidence of a school's Guinness World Record attempt using our Website.
- 2.1.7. As the data controller, you are solely responsible for obtaining all necessary legal consents required under UK data protection laws (including the Data Protection Act

2018 and UK GDPR) prior to uploading and submitting evidence of a school's Guinness World Record attempt using our Website. This includes obtaining explicit, informed, specific, and freely given consent from all identifiable individuals (or their parents/legal guardians where the individual is under 18 years of age) who appear in any photographs or other personal data submitted through the Website. You must maintain documented evidence of all such consents and make them available to us upon request.

2.2. What Information is Shared

We will share with Guinness World Records and Times Table Rockstars:

- 2.2.1. Written testimonials in their entirety
- 2.2.2. School name and contact details associated with testimonials
- 2.2.3. Photo evidence submitted of the schools Guinness World Record attempt participation
- 2.2.4. Date and time of testimonial submission
- 2.2.5. Any supporting documentation you provide with testimonials

2.3. What Information is NOT Shared

Unless specifically required for verification, we will NOT share:

- 2.3.1. Personal details of individual students
- 2.3.2. Internal school communications or notes
- 2.3.3. Account login credentials

2.4. Your Consent to Third-Party Sharing

By uploading any testimonial, you provide explicit consent for:

- 2.4.1. Sharing the testimonial with Guinness World Records
- 2.4.2. Processing of any Personal Data contained within testimonials by Guinness World Records

- 2.4.3. Use of testimonials by Guinness World Records for verification purposes
- 2.4.4. Retention of testimonials by Guinness World Records in accordance with their data retention policies
- 2.4.5. Sharing of the school's photographs of the Guinness World Record attempt

2.5. Withdrawal of Consent

- 2.5.1. Withdrawal of consent may prevent verification of your Record Attempt
- 2.5.2. Previously shared testimonials may continue to be processed by Guinness World Records for ongoing verification purposes
- 2.5.3. You cannot withdraw consent for testimonials already used in completed verification processes.

3. ACCEPTABLE USE

Permitted Use

- 3.1. You may use the Website only for:
- 3.2. Uploading Content related to a legitimate Guinness World Record attempt on 1st July 2025;
- 3.3. Sharing testimonials about Record Attempts (with full understanding they will be shared with Guinness World Records)

Prohibited Content and Conduct

- 3.4. You must not upload or submit:
 - 3.4.1. Content that violates any applicable law or regulation
 - 3.4.2. Content that is defamatory, obscene, threatening, or harassing
 - 3.4.3. Content containing violence, discrimination, or adult material
 - 3.4.4. Content that violates intellectual property rights of others
 - 3.4.5. Misleading or fraudulent information about a Guinness World Record attempt
 - 3.4.6. Unauthorised advertising or promotional material

- 3.4.7. Viruses, malware, or other harmful computer code
- 3.4.8. Unnecessary personal details of students or staff
- 3.4.9. Content you do not have authority to share with third parties
- 3.4.10. Photographs of people or children for which you have not obtained valid, documented consent in accordance with UK data protection laws. For photographs containing images of children under 18 years of age, such consent must be obtained from parents or legal guardians and must specifically cover the sharing of images with Authorised Third Parties for the purposes of Guinness World Record verification and any associated promotional activities.

Prohibited Activities

3.5. You must not:

- 3.5.1. Attempt to gain unauthorised access to the Website or other users' accounts
- 3.5.2. Interfere with or disrupt the Website's operation
- 3.5.3. Use automated systems to access or interact with the Website
- 3.5.4. Impersonate another person or entity
- 3.5.5. Collect personal information of other users without consent
- 3.5.6. Use the Website for any commercial purpose without our written consent
- 3.5.7. Upload testimonials without proper authority to consent to third-party sharing

4. SUPPORT

For details of any support or assistance in relation to the use of our Website, please contact us at support@wonde.com.

5. CHANGES TO THESE TERMS

- 5.1. We amend these Terms from time to time. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time.

6. ACCESSING THE WEBSITE

- 6.1. Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any period.
- 6.2. We do restrict access to some parts of our Website, to users who have registered with us as opposed to general visitors.
- 6.3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.
- 6.4. You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and that they comply with them at all material times.

7. TERMINATION

- 7.1. Wonde can terminate your use of our Website at any time and without notice if it deems that you have breached these Terms or uploaded any material to the Website that is false or misleading, or against the law or any applicable regulations, or for any other reason it determines is appropriate.

8. LIMITATION OF LIABILITY

- 8.1. We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.
- 8.2. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, our Website; or
 - use of or reliance on any content displayed on our Website.
- 8.3. In particular, we will not be liable for:
- loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Wonde owns all rights, title and interest in and to all of its intellectual property in the Website. You acknowledge and agree that Wonde owns all intellectual property rights in its Website.
- 9.2. Expressly as stated herein, these Terms do not grant you any rights to, or in, or any other rights or licences in respect of our services. We are the owner or the licensee of all intellectual property rights in and to our Website, and all source code, databases, functionality, software, Website designs, audio, video, text, photographs, and graphics on the Website (collectively, the "Content") and in and to the material published on it and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us. All of these works are protected by copyright laws and treaties around the world. All such rights are reserved.

- 9.3. If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies.
- 9.4. For the avoidance of doubt, you may not sell any of the information set out on our Website.

10. PROHIBITED ACTIVITIES

- 10.1. You may use our Website only for lawful purposes. You may not use our Website:-

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (including spam); or
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- Systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- Circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Website and/or the Content contained therein;

- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Website;
- Use any information obtained from the Website in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Website in a manner inconsistent with any applicable laws or regulations.
- Use the Website to advertise or offer to sell goods and services.
- Engage in unauthorised framing of or linking to the Website.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

7.2 You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Website;
- Not to access without authority, interfere with, damage or disrupt:
 1. any part of our Website;
 2. any equipment or network on which our Websites are stored;
 3. any software used in the provision of our Website; or
 4. any equipment or network or software owned or used by any third party.

7.3 Any misuse of the Website in violation of the above terms is a clear breach of these Terms and may result in, among other things, termination or suspension of your rights to use the Website.

11. EVENTS OUTSIDE OF OUR CONTROL

- 11.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control.

- 11.2. For the avoidance of doubt, we shall not be liable to you or any other person (including any intended beneficiary) as a result of any act, omission, failure, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system, or regulatory, governmental or supra-national body or authority.

12. DISCLAIMERS

- 12.1. Wonde makes no warranty or representation that the Website or the Wonde Applications will meet your requirements or that it will be compatible with any systems.
- 12.2. Wonde's services are provided on an "as is" basis and we make no guarantees as to the results of our services.
- 12.3. Wonde reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the services available. These Terms shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

13. DATA PROTECTION

- 13.1. To enable us to fulfil the Services under these Terms, it may be necessary for us to collect personal data from you to enable us to provide our services to you and further details of our policies and procedures on data protection and the use of our Website generally are set out in our Privacy Notice.
- 13.2. Each party agrees to act in accordance with the relevant data protection legislation at all times.
- 13.3. Please be advised the Website is hosted in the United Kingdom and/or EU from time to time. If you access the Website from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in United Kingdom and/or EU and, then through your continued use of the Website, you are transferring your data to United Kingdom and/or EU (whichever applicable at that time), and you agree to have your data transferred to and processed in either the United Kingdom and/or EU (where applicable).

14. VIRUSES, HACKING & OTHER OFFENCES

- 14.1. You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Websites are stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack.
- 14.2. By breaching these Terms, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.
- 14.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on them, or on any website linked to them.

15. GENERAL

- 15.1. *Updates to these Terms.* You agree that we shall have the right to make changes to these Terms from time to time when we think it is necessary and reasonable to do so, but if we do so we will notify you to the extent you have consented for us to contact.
- 15.2. *Assignment and transfer.* Wonde may freely assign or transfer its rights and obligations under these Terms.
- 15.3. *Severance.* Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 15.4. *Third party rights.* These Terms are between you and us. No other person has any rights to enforce any of its terms.

- 15.5. *Governing law and jurisdiction.* This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.