

## **AGREEMENT REGARDING RECORD ATTEMPT**

This **MUST** be signed and returned to GWR prior to you making your attempt, where appropriate. It confirms to GWR that you understand the conditions under which you are making the Record Attempt.

Until GWR has received a signed copy of the **entire** Agreement from the applicant, GWR in no way encourages, authorises or permits any Record Attempt to be carried out and it will have absolutely no connection with or authorise any Record Attempt carried out before such acknowledgement. If any pages are missing, then the Agreement is void and we will not recognise it.

This should be completed by the person who made the original application by web or post – i.e. the person organizing or attempting the record. One person only should give their details and this person should be the contact person for the entire attempt.

You **MUST** enter your **CLAIM ID** number on the Agreement, otherwise, we will not be able to process your proposal. If the Agreement is not signed, similarly, we will not be able to process your claim. Please note that if you send only part of the agreement or this is not signed, we will not process your claim without further notice.

The Agreement must also not be altered or changed in any way by you. If it is, then again, we will not be able consider or accept your claim. GWR shall have the right, at its sole discretion, to modify, add or remove any terms or conditions of this Agreement without notice or liability to you. Any changes to this Agreement shall be effective immediately. However, if we have made a material change we will post this on our website. It is your responsibility to review from time to time the terms of this **Agreement Regarding Record Attempts** from our website.

### **FAX:**

Please fax this agreement to: **+44 207 387 5098 or +44 207 383 5706**. (This fax number may be extremely busy at times, **but it is the most effective way to send the Agreement to us**, so we kindly ask you to pursue with the number).

### **EMAIL:**

As an alternative, you can send a **scanned copy** of the Agreement (all pages) to an **email address** as an **attachment** (only **PDF** and **TIFF** files will be accepted) and write **AGREEMENT + YOUR CLAIM ID** in the **subject** of the email.

**Do NOT write anything in the body of the email as it may be deleted. This is an automated email address.**

The email to use for sending a copy of the signed Agreement is: [agreement@guinnessworldrecords.com](mailto:agreement@guinnessworldrecords.com)

Once you have done this, you must wait for our response – do NOT send anything further until we request it.

Once we have received your ARRA, an email will be sent to acknowledge receipt of this and your application will be activated on our systems.

We shall then try to give you a response within four to six weeks weeks. Should we need to consult external experts, this may take longer.

**Please ensure that you have enough space in your inbox for this and make sure you have added @guinnessworldrecords.com to your safe senders list.**

PLEASE SIGN AND FAX BACK ALL PAGES FROM 2 TO 6 TO +44 207 387 5098 or +44 207 383 5706

**AGREEMENT REGARDING RECORD ATTEMPT**

The person who is ultimately responsible for organizing and/or managing the Record Attempt (if the Record Attempt is being attempted by a company or organization, a senior official within that company or organization must sign), must fill in their name and contact information below, and sign at the end of the Agreement.

Please note that if you (or any of the people taking part in the Record Attempt) are under the age of 18, you MUST ask a parent or guardian to read these terms and conditions and to sign at the end where indicated to confirm on your behalf that any Record Attempt you attempt shall be covered by these terms and conditions.

***Please complete the Agreement using BLOCK CAPITALS***

Agreement Dated: .....

Please use the date of the day you sign this Agreement NOT the potential date of your attempt if known

Description of Record Attempt: .....  
(the "Record Attempt")

*Please note the description you give is for information only. The actual Record Attempt title will be defined by GWR*

**This Agreement is between:**

Guinness World Records Limited (Company Number 00541295) whose registered address is at 17 Hanover Square, London, W1S 1HU, United Kingdom ("GWR")\*\*\*

**and**

Name: .....

Company/Organization: .....

Number/Street:.....

Town/City:..... Post code: .....

State/County/Province: .....

Country:.....Nationality:.....

Email: .....

Telephone: .....

CLAIM ID Number:

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\*\*\* This is NOT the address to submit your completed Agreement to, please send any correspondence to **Guinness World Records, Third Floor, 184-192 Drummond Street, London, UK**

**Guinness World Records, Third Floor, 184-192 Drummond Street, London, United Kingdom**

**Telephone: +44 207 891 4500**

**Agreement Regarding Record Attempt**

**Page 2 of 6**

**AGREEMENT REGARDING RECORD ATTEMPT**

These Terms and Conditions are applicable to any Record Attempt prepared for and undertaken by you (“you” / “your” / “yourself”) with the authority of GWR (a “Record Attempt”). Please note that if you (or any of the people taking part in the Record Attempt) are under the age of 18, you must ask a parent or guardian to read these terms and conditions and to sign at the end where indicated to confirm on your behalf that any Record Attempt you attempt shall be covered by these terms and conditions.

By agreeing to these Terms and Conditions, you agree that all preparation for, undertaking of, and consequences of, any Record Attempt will be governed by these Terms and Conditions.

**1. Authorisation**

A Record Attempt shall only be deemed “authorised” by GWR when you have received from GWR:

- (a) a claim number in relation to the Record Attempt (“**Claim ID Number**”); and
- (b) email confirmation via the on-line claims process that the proposal set out by you has been accepted; and
- (b) an email definition of the record that you will attempt to break (“**Guidelines**”).

**2. Safety**

2.1 You acknowledge that the Record Attempt (even when conducted in accordance with the Guidelines and any safety advice as may be received by you from time to time) may be dangerous to you and others and you will be entirely responsible, at all stages of the Record Attempt for:

- (a) deciding whether or not to proceed with;
- and
- (b) all safety aspects in relation to the preparation for and/or the undertaking of the Record Attempt.

2.2 You will, at your sole expense, take all appropriate professional safety advice in relation to all aspects of risk and safety connected with the Record Attempt including, but not limited to:

- (a) identifying any possible risks to yourself, other participants or spectators;
- and
- (b) identifying and obtaining all medical and other resources that should be readily accessible at the place of the Record Attempt and you will take all necessary precautions and measures either identified in such advice or in accordance with health and safety guidelines issued from time to time by any relevant person, body or authority.

2.3 Except where arising out of its own negligence, GWR shall have no responsibility for the safety of any part of the Record Attempt and shall not be liable to you or your personal representatives for any loss, damage or injury to yourself or your property in connection with the Record Attempt.

2.4 Any safety advice provided to you by GWR will be by way of example only, non-exhaustive and will in no way detract from your responsibilities set out in paragraph 2.1 of these Terms and Conditions.

2.5 Any Guidelines sent to you by GWR will merely contain a definition of the record that you will be attempting and are in no way intended to provide any kind of safety advice or be construed as providing any comfort to you that the Record Attempt is free from risk.

**3. Adjudication**

You may request that a GWR adjudicator attend your Record Attempt. GWR will be under no obligation to agree to such a request. If GWR does agree to such a request you may be required to pay, at GWR’s sole determination, for the airfare, accommodation and daily attendance rate of the GWR adjudicator.

**4. Materials**

4.1 Following the undertaking of your Record Attempt, you must submit to GWR the materials set out in the Schedule to these Terms and Conditions (“Materials”) in order to enable GWR to decide whether or not your Record Attempt has been successfully completed. These Materials should be sent, for the attention of the Record Management Department with the Claim ID Number clearly marked to Guinness World Records Limited, 184-192 Drummond Street, London, NW1 3HP, United Kingdom.

4.2 All Materials should be in English (with translations where necessary) and clearly marked with your name, address and Claim ID Number.

4.3 GWR will be under no obligation to return any Materials to you in any circumstances.

**Guinness World Records, Third Floor, 184-192 Drummond Street, London, United Kingdom**

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**Agreement Regarding Record Attempt**

**Page 3 of 6**

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4.4 To the extent that you own the copyright in any Materials submitted to GWR, you grant to GWR an exclusive, free licence in perpetuity to use such Materials in connection with the publishing and marketing of any of GWR's publications and/or the exploitation of the GWR brand in any other media from time to time.

4.5 You agree to waive unconditionally all moral rights owned by you in relation to any Materials submitted to GWR, such that, without limitation, GWR has no obligation to identify you as the author or creator of any such Materials and you will have no right to object to the manner in which GWR treats those Materials.

#### **5. Authentication**

5.1 GWR shall, at its sole discretion, decide whether any Record Attempt has been successfully completed in accordance with any Guidelines sent to you, and GWR's decision shall be final. It is your responsibility to contact GWR before making the Record Attempt if any aspect of the Guidelines is unclear.

5.2 Any current record information provided is provided only to the best of Guinness World Record's knowledge and belief as at the date on which the information is provided to you and is based on the information currently logged on the Guinness World Records database. The current record may change at any time due to a new record being approved. You are responsible for keeping yourself up to date with any new records as Guinness World Records will not inform you of any change to the current record.

5.3 You understand that the Guidelines sent to you will be appropriate for achieving a Guinness World Record as at the date when the Guidelines are sent out to you. However, the Guidelines may be updated as and when required and without further notice to you.

#### **6. Successful Record Attempt**

6.1 If your Record Attempt is considered and authorised by GWR as being successful (a "**Guinness World Record**"), GWR will provide you with a certificate recognizing the Guinness World Record and will include the Guinness World Record in its private database of world records.

6.2 GWR may, at its sole discretion, allow details of the Guinness World Record to be given to third parties, including the media and the general public.

6.3 GWR will be under no obligation to include the Guinness World Record, or any details in relation to it, in any edition of the Guinness World Records book or any other GWR publication, website, television show or other medium in which GWR exploits its brand. In the event that GWR does include the Guinness World Record, or any details in relation to it, in any edition of the Guinness World Records book or any other GWR publication, website, television show or other medium in which GWR exploits its brand, then GWR (or its third party licensees) shall not be liable in any way for any error in respect of any details associated with the Record or the Record holder.

#### **7. Personal Data**

All "personal data" (as defined in the Data Protection Act 1998) provided by you to GWR (including your name, contact details, age and occupation) will be held and used by GWR for the purposes of:

- (a) processing your application to undertake a Record Attempt;
- (b) publishing and marketing any of GWR's publications; and
- (c) exploiting the GWR brand in any other media.

and you consent to the transfer of such personal data to any GWR duly authorised licensee and/or any GWR duly authorised representative for such purposes and to the transfer of such personal data to countries outside of the European Economic Area for such purposes.

#### **8. GWR Trademark**

8.1 You acknowledge that the words "GUINNESS WORLD RECORDS" and the "star and column" logo are trade marks of GWR and are protected by trade mark registrations or applications for registrations throughout the world and as such their usage is restricted. However, once GWR has authorised your record attempt and/or once GWR authorises you as having achieved a Guinness World Record, you may without consulting GWR:

- issue press releases stating your intention to break a Guinness World Record\*, or your success in achieving one
- state in media interviews that you are attempting a Guinness World Record\*, or that you have achieved one

provided that the words are used in the body of the text, and not in headlines.

You CAN NOT use the GWR Logo anywhere on any press release.

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**Agreement Regarding Record Attempt**

**Page 4 of 6**

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(\* Please ensure that any mention of Guinness World Records is accompanied by the trade mark TM sign in small-point lettering)

This free uses only applies to the words 'Guinness World Records TM'. You do not have permission to use the round logo for free. This will require separate permission from GWR and usually incurs a fee.

Any other kind of usage requires GWR's permission, and usually incurs a fee. GWR may, at its sole discretion, consider granting you a non exclusive licence to use the words GUINNESS WORLD RECORDS for commercial purposes subject to you entering into a separate licence agreement with GWR in a form provided by GWR and in consideration for a fee as determined by GWR.

8.2 You will not be entitled to use any other trade mark owned by GWR.

**9. Indemnity**

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

**10.General**

10.1 You warrant that all information that you submit to GWR in association with the Record Attempt will, to the best of your knowledge, be true and accurate in all respects.

10.2 These Terms and Conditions supersede any previous agreements between the parties relating to any Record Attempt or Guinness World Record and no representations made by or on behalf of GWR in relation to any Record Attempt or Guinness World Record shall form part of these Terms and Conditions (provided that nothing in these terms and conditions shall be deemed to exclude or restrict GWR's liability to you for its fraudulent misrepresentations).

10.3 These Terms and Conditions have been drawn up in English. Although translations in other languages of these Terms and Conditions may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of these Terms and Conditions and any other translations thereof, the English language version shall prevail.

10.4 A person who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any provision of these terms and conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10.5 If any term, condition or provision of these Terms and Conditions is determined to be unlawful, invalid, void or for any reason unenforceable, the validity and enforceability of the remaining terms, conditions and provisions shall not in any way be affected or impaired.

10.6 These Terms and Conditions shall be governed by, and construed in accordance with, English law and subject to the exclusive jurisdiction of the English courts.

Please sign below to confirm that you have read and understood these Terms and Conditions and that you agree that any Record Attempt shall be subject to these Terms and Conditions.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent/Guardian  
if you are under the age of 18: \_\_\_\_\_

Date: \_\_\_\_\_

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**Agreement Regarding Record Attempt**

**Page 5 of 6**

## SCHEDULE

### **MATERIALS**

**1. Signed statements of authentication (“Statements”):** by two independent persons (“Witnesses”) who have attended the Record Attempt and can confirm all details of the claim:

- where applicable, at least one of the Witnesses should be qualified (or an official) in the subject area of the Record Attempt;
- the Witnesses must have “standing” in the local community, meaning that they must be prominent and respected. Examples of such persons include, public notaries, justices of the peace, police officers, judges, mayors or town councillors and newspaper editors. The job or position of each Witness must be clearly stated on his or her witness statement;
- except where both the Witnesses are members of the same professional body, or are officials of a national sporting organisation (or equivalent body), the Witnesses must be independent of (i.e. not normally associated with or related to) each other as well as independent of you. Witnesses may not take part in the organisation or planning of the Record Attempt nor be a participant in it;
- the Statements may not take the form of pre-prepared printed statements that are simply signed by the Witness. Each Statement must be compiled by the Witnesses themselves (on their own headed notepaper where possible) and include the Witnesses’ signature and full contact information (including name, address, telephone number and/or email address);
- the Statements should confirm (with detail where necessary) that you have abided by the Guidelines;
- for record attempts that take place over several hours or days, it is possible for more than two Witnesses to be present in “shifts”. However, all the Witnesses must meet the criteria set out above and must submit Statements as described above. Each statement must make clear exactly when that particular Witness was “on duty”. There should always be at least two independent Witnesses present at any time.

**2. Independent corroboration in the form of media coverage:**

this may include cuttings from local or national newspapers, specialist or general interest magazines, and recordings of television or radio news reports.

**3. Video footage of the Record Attempt on VHS (PAL or NTSC), DVD or CD-Rom:**

where possible, the original footage should also be supplied on DV or Mini DV.

**4. High quality colour photographs:**

photographs may be submitted in digital format on CD-Rom or DVD (taken at 300dpi in a 15cm x 15cm size), or in traditional photographic print or slide format. Colour photocopies are not acceptable. Print-outs of digital images are only acceptable if the photograph is also provided in digital format.

**5. Where appropriate to the event, a signed and dated logbook showing that the attempt has been the subject of unremitting surveillance:**

time and duration of rest breaks taken, where relevant, should be shown.

**6. Measurements (where applicable) should be made by suitably qualified individuals and witnessed by the Witnesses:**

accurate professional equipment should be used for measuring and all relevant measures must be given.