

Fall in Love with London

Lesson Pack Terms of Use & Competition Terms & Conditions

This Agreement ("Agreement") is between you "the user" and Merlin Entertainments (for the purposes hereof, "Merlin," "we" or "us").

1. The Lesson Pack ("the content")

- 1.1 The Fall in Love with London lesson pack is free for teachers to use in the classroom. You will need to subscribe to download "the content".
- 1.2 You have the right to use "the content" for educational purposes within a classroom environment. You may not resell, use any content for any commercial purpose or make derivative works of the content. Any rights not expressly granted herein are reserved by Merlin.
- 1.3 Merlin may use the personal data you provide to subscribe to contact you about "the content". For more information on how we use your personal data, please visit our privacy notice at https://www.londoneye.com/security-privacy/privacy-policy/

2. Win a school trip ("The Competition")

- 2.1 Ten lucky teachers will be selected at random to win a school trip to the lastminute.com London Eye. The draw will take place on 30th June 2022. The winners will be contacted directly on Twitter.
- 2.2 To be eligible you will need to share your students' "design" on Twitter using the hashtag #fallinlovewithlondon and tag @TheLondonEye
- 2.3 Entry is open to UK primary or secondary school teachers. A teacher is defined as any employee of an educational establishment whose job title includes the word "teacher". The application must be submitted during the course of their employment as a teacher. Entrants must also be 18years or older (proof of identity and age may be required).
- 2.4 Each winning teacher will be offered 35 pupil admission tickets and 7 adult tickets to enjoy a 30minute rotation onboard London Eye. Any pupils or teachers in addition to this sum will need to pay the attractions school fee through the normal school booking procedure. The tickets are entry only.
- 2.5 The competition is free to enter and will run from 13th April 2022 to 30 June 2022. The ten winners will be contacted w/c 4th July 2022. The winning entries will be determined by random selection of 10 winners from all entrants who have shared their students "design" on twitter and have correctly tagged #fallinlovewithlondon and @TheLondonEve.
- 2.6 All travel to and from these attractions, or any accommodation needed, is the sole responsibility of the winner.
- 2.7 If we do not hear from a winner within 3 working days, then another prize winner will be chosen.
- 2.8 Please check the relevant attraction website for updated opening times and attraction details before your visit.

- 2.9 Prizes are subject to availability and to the individual attraction's terms and conditions.
- 2.10 The prize can only be used as stipulated and cannot be exchanged for cash or used in any other way. Sale or transferral of the prize is prohibited.
- 2.11 In the event of a prize being unavailable, Merlin reserves the right to offer an alternative prize of equal or greater value.
- 2.12 In the event of circumstances outside its reasonable control, Merlin reserves the right to void, suspend or cancel the Competition where it becomes necessary to do so, or amend or alter the terms of the promotion at any time, but will always endeavour to minimise the effect on participants to avoid undue disappointment.
- 2.13 Merlin reserves the right to verify all entries including but not limited to asking for address and identity details and to refuse to award a prize or withdraw prize entitlement and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe:
 - 2.13.1 there has been a breach of these terms and conditions;
 - 2.13.2a participant has gained unfair advantage in participating in the promotion or won using fraudulent means;
 - 2.13.3an entry infringes any right; or
 - 2.13.4the participant's conduct is contrary to the spirit or the intention of the competition.
- 2.14 To withdraw a submitted entry please delete your tweet and "design" from twitter
- 2.15 Merlin will use the personal data you provide to contact you about your school trip if you are a winner. For more information on how we use your personal date, please visit our privacy notice at https://www.londoneye.com/security-privacy/privacy-policy/
- 2.16 By sharing the "design" on Twitter and therefore entering the Competition, you acknowledge that the processing is necessary in order to fulfil our obligations to you in respect of this Competition and to enable you to enter the Competition. You agree to Merlin transferring your personal data to other members of Merlin's group and affiliated partners for the purpose of promoting and/or facilitating the Competition. You warrant that all personal data provided by you for the purpose of the Competition is accurate.
- 2.17 By entering the Competition, the participant agrees to be unconditionally bound by these terms and conditions.
- 2.18 For enquiries contact EducationUK@merlinentertainments.biz between 9:00am and 5:00pm, Monday to Friday, excluding Bank Holidays. Promoter: Registered UK office: Merlin Entertainments, Link House, 25 West Street, Poole, Dorset, BHI5 ILD; please do not send correspondence to this address.
- 2.19 In the event of a discrepancy between these standard terms and conditions and the details in the promotional material, these terms shall prevail.
- 2.20 If any provision of these Terms and Conditions (or any part thereof) is held to be invalid or unenforceable, all remaining provisions (or part thereof) will remain in full force and effect

3 Sharing your Typography Design ("design")

- 3.1 You agree not to create and share a design that infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.); contains hateful or discriminatory speech, violates any applicable law or will not be used by you in any manner that will bring us or any member of Merlin's group into disrepute or is defamatory to us or any member of the Merlin group.
- 3.2 You will indemnify, defend, and hold harmless Merlin and its subsidiaries and affiliates, and their and our respective directors, employees, and agents ("Released

Parties"), from and against all third-party complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, arising from or relating to the content you create, submit and share.

- 3.3 The Released Parties are not responsible for:
 - 3.3.1 any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Competition:
 - 3.3.2 unauthorized human intervention or human error which may occur in any part of the entry process or the process for allocating the prize(s);
 - 3.3.3 technical or human error which may occur in the administration of the Competition or the processing of entries; or
 - 3.3.4 any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in Competition or receipt or use or misuse of any Prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Competition if it is possible.
- 3.4 Nothing in this section shall exclude the Released Parties' liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability whose limitation is prohibited by law.
- 3.5 Use of a false name or address will result in disqualification.
- 3.6 You understand that Merlin may wish to share your "Design" and grant Merlin exclusive permission to use the design for commercial and non-commercial purposes in any media whatsoever including, without limitation, printed publications, presentations, promotional material in the advertising of Merlin's services or on its website and all other media in its original format or edited, cropped, modified, retouched or altered in any way which Merlin considers appropriate.
- 3.7 The participant confirms and warrants that:
 - 3.7.1 all text and images forming part of his/ her entry ("Content") are original works by the participant, do not contain any third party material, are not defamatory, and do not infringe third-party rights;
 - 3.7.2 if the Content shows or contains information about a person under 18, he/she has obtained parental or guardian consent to the submission of the Content for the purposes of the entry;
 - 3.7.3 it shall provide any evidence of any required consents at Merlin's request, or risk being disqualified from the competition.
- 3.8 These terms and conditions are governed by relevant UK law and you and we agree to only bring legal actions about these terms and conditions in a UK court. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement you and we may agree to refer the matter to arbitration but you and we are not restricted from bringing court proceedings.