



SEA LIFE Sea Savers: Plastic Pollution

Lesson Pack Terms of Use and Competition Terms & Conditions

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

A. The Lesson Pack ("the content")

1. The SEA LIFE sea savers lesson pack is free for teachers to use in the classroom. You will need to subscribe to download "the content".
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.
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 local attraction's website.

B. Win the prize ("The Competition")

1. There will be one winning class from each of the following six regions of the UK: North England, South England, the Midlands, Wales, Scotland, and Northern/Republic of Ireland. Each of these lucky classes will be awarded a 12-month adoption pack for a sea creature. The adoption pack will include an official certificate, updates on how the sea creatures are doing and related content for the classroom.
2. A panel of judges will then also choose one of these six classes to be the overall winner. This class will win a live virtual lesson with a SEA LIFE aquarist as well as a 12-month adoption pack for a sea creature. This lesson would be delivered virtually to the overall winning class and the teachers are responsible for ensuring the tech set up on their end.
3. To be eligible to win you will need to create a piece of sea-themed art from plastic that would usually be thrown away. Attach at least one picture of your students' SEA LIFE Sea Savers Plastic Piece Design on the form provided to be considered. Additionally, you are also encouraged to share your students' SEA LIFE Sea Savers Plastic Creature Design on Twitter using the hashtag #SEALIFESeaSavers and tag the SEA LIFE school account @SEALIFE_Schools. ("Design")
4. This year, schools will also have a chance to participate in the extension of the competition that encourages pupils to think of an environmental scheme that could be rolled out in their school to reduce their plastic pollution.

- a. Every class that submits evidence for their environmental scheme will receive a PDF of a SEA LIFE badge to print off for their classroom.
 - b. Classes that share environmental scheme ideas only will not be entered into the competition to win the talk from a SEA LIFE expert, or the adoption prize.
 - c. All submissions should be made by filling the competition form provided.
5. The competition is free to enter and will run from 23rd March 2023 to 26th May 2023. The winners will be announced on 8th June. There will be one winning school from Wales, Republic of Ireland and Northern Ireland, Scotland, Northern England (*Cheshire, Cumbria, Derbyshire, Durham, East Riding of Yorkshire, Great Manchester, Lancashire, Lincolnshire, Merseyside, North Yorkshire, Northumberland, Nottinghamshire, South Yorkshire, Tyne & Wear, West Yorkshire*), Middle England (*Bedfordshire, Cambridgeshire, Gloucestershire, Herefordshire, Leicester, Norfolk, Northamptonshire, Rutland, Shropshire, Staffordshire, Suffolk, Warwickshire, West Midlands, Worcestershire*), and Southern England (*Berkshire, Bristol, Buckinghamshire, Cornwall, Devon, Dorset, East Sussex, Essex, Greater London, Hampshire, Hertfordshire, Isle of Wight, Kent, Oxfordshire, Somerset, Surrey, West Sussex, Wiltshire*). The six winning entries will be chosen from those who have correctly submitted their entry by filling the form and deemed to have met the brief most comprehensively. Those six shortlisted schools' designs will then be judged by a panel of three judges based on creativity, understanding of the brief, and effectiveness in spreading awareness of plastic pollution to determine the overall winning school of the virtual talk. Along with the 12-month adoption pack.
6. The virtual session must be arranged before 16th December 2023. Exclusion dates are 4th July - 4th September 2023 and 17th October - 6th November 2023.
7. Prizes are subject to availability and to the individual attraction's terms and conditions.
8. In the event of a prize being unavailable, Merlin reserves the right to offer an alternative prize of equal or greater value.
9. 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.
10. The date must be mutually agreed in advance of the virtual talk between the winner and the attraction. The winner will need to advise SEA LIFE of their preferred date for this session at least 21 working days in advance of the date so that it can be arranged. This can be done by emailing EducationUK@merlinentertainments.biz. The attractions have the right to approve or disapprove the selected date at its absolute discretion.
11. Entry is open to UK and Ireland primary 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 18 years or older (proof of identity and age may be required).

12. If we do not hear from a winner of acceptance of the prize within 14 working days, then they reserve the right to draw another prize winner to be chosen.
13. 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.
14. If you have any queries about the competition or how to enter, please email @Sealifeseasavers@gmail.com and we will try our best to get back to you.
15. To withdraw a submitted application, please email @Sealifeseasavers@gmail.com to request your entry be withdrawn and include the date when the entry form was submitted.
16. 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.
17. The participant confirms and warrants that:
 - a. 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;
 - b. 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;
 - c. it shall provide any evidence of any required consents at Merlin's request, or risk being disqualified from the competition.
18. 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.
19. The Released Parties are not responsible for:
 - d. 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;
 - e. unauthorized human intervention or human error which may occur in any part of the entry process or the process for allocating the prize(s);

- f. technical or human error which may occur in the administration of the Competition or the processing of entries; or
 - g. 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.
- 20. 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.
- 21. Use of a false name or address will result in disqualification.
- 22. 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:
 - a. there has been a breach of these terms and conditions;
 - b. a participant has gained unfair advantage in participating in the promotion or won using fraudulent means;
 - c. an entry infringes any right; or
 - d. the participant's conduct is contrary to the spirit or the intention of the competition.
- 23. 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.
- 24. Merlin will use the personal data you provide to contact you about your SEA LIFE expert virtual session if you are a winner. For more information on how we use your personal data, please visit our privacy notice at <https://www.visitsealife.com/policies/privacy-policy/>
- 25. By sharing the Design on the form 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 or 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.
- 26. By entering the Competition, the participant agrees to be unconditionally bound by these terms and conditions.

27. For enquiries contact EducationUK@merlinentertainments.biz between 9:00am and 5:00pm, Monday to Friday, excluding Bank Holidays. Promoter: Registered office: Merlin Entertainments, Link House, 25 West Street, Poole, Dorset, BH15 1LD; please do not send correspondence to this address.
28. In the event of a discrepancy between these standard terms and conditions and the details in the promotional material, these terms shall prevail.
29. 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.
30. 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.