

Angling Competition Terms and Conditions

These Terms and Conditions apply to all Anglers without exception.

..... (“Fishing Match Organiser”)

And

..... (“Angler”)

Each a party and together the parties

Background

These terms and conditions apply to all Anglers who enter the Fishing Match Organiser Competitions without exception.

Any Angler who enters agrees to these terms and conditions.

1. Definitions and Interpretations

Angler – A member or any Bona Fide person who has entered the Fishing Match Organiser Competitions. (“Angler”).

Fishing Match Organiser - The Club, Fishery or Individual organising the fishing match (“Fishing Match Organiser”).

Competition - any competition or match entered into that is run and promoted by the Fishing Match Organiser.

Competition Venue - the venue for which the club has provided the details.

Competition Schedule - the information and timing which will be detailed to all the Anglers taking part.

Prize - the prize or prizes offered and won by any Angler in any competition.

Prize Winner - any Angler who is announced as a prize Winner of a Prize under in the rules of any club run Competition.

2. Interpretation

2.1 Unless the context otherwise requires:-

2.1.1 Competition means the Competition run by the Fishing Match Organiser in the definitions and no other;

2.1.2 The Headings in this Agreement are included solely for reference purposes and have no legal meaning.

3. Prizes

3.1 The prizes, if any, shall be announced on or before each competition by the Fishing Match Organiser.

4. Competition Rules and Prize Winners Obligations

4.1 All Prize Winners shall be subject to these Terms and Conditions.

4.2 On the day of the Competition, if the Fishing Match Organiser is not in receipt of a signed copy of these Terms and Conditions they reserve the absolute right to disqualify, without notice, that Angler without further reference. Any Angler, taking part in any Fishing Match Organiser competition fully and unconditionally accepts all these Terms and Conditions.

4.3 The Fishing Match Organiser reserves the right to disqualify any Angler in its absolute discretion for any reason and without notice in accordance with the Competition rules.

4.4 The Angler grants to the Fishing Match Organiser and any third parties appointed by the Fishing Match Organiser for the purpose of organising and/or managing the Fishing Match Organiser competitions and any Sponsor(s), permission to use their name and likeness for the purpose of organising and/or managing the Competition, for announcing the winner of the Competition and for any related promotional purposes.

4.5 All Anglers grant the Fishing Match Organiser and any Competition sponsor(s) the right to use their personal information to send you information about their respective products and services which may be of interest to you. You may unsubscribe at any time.

4.6 Any Angler waives any moral rights or similar rights they may have in their Competition entry whether such rights arise pursuant to the Copyright, Designs and Patent Act 1988 (the "Act") or equivalent legislation anywhere in the world. This to include any publicly or press releases issued by the Fishing Match Organiser, any Competition Sponsor or associated third party with the express written permission of the Fishing Match Organiser.

4.7 The name(s) of any Angler and details of their catch will be sent to anyone who requests the same within six (6) months of the closing date of the Competition. Requests should be sent to the postal or email address for competition entries and, if postal, should be accompanied by an SAE.

If you are a Prize Winner of the Competition or Match:

4.8 No Prize Winner, Angler or associated person shall:-

4.9 Cause by the publication or utterance by themselves or on their behalf any libel, slander, defamation, mis-statement, untrue statement or alleged untrue statement or make any claims or derogatory remarks in the press, social media or any or public or private medium or platform.

4.10 Any Angler shall indemnify, to the fullest extent possible in law, the Fishing Match Organiser against any damages caused, including but not limited to, direct, indirect, loss of anticipated revenue, savings, or profit, or other economic loss, by such libelous, slanderous, defamatory, untrue statement or alleged untrue statement or any mis-statements fully, including any reasonable legal costs.

4.11 Any Angler agrees to be interviewed on the day of the Competition and/or at a later time, within six months of the Competition, in respect of the Competition on behalf of any associated press who the Fishing Match Organiser and shall, also, agree to full details, including but not

limited to, name, catch information, date and competition information with full results, to be released to the press for publication.

5. Warranties and Liabilities

5.1 The Fishing Match Organiser shall not be liable, under any circumstances, for any loss, damage, expense, delay, loss of profit or liability suffered or incurred by Angler arising from or in any way connected to their participation, or in any way connected with their activities during or after the Competition or by any reason arising out of any difficulties of your equipment, of Your lack of skills, qualifications, experience, integrity, suitability or otherwise by reason of any act, omission, delay, default, whether willful, reckless, negligent or otherwise on Your part.

5.2 You warrant that you shall indemnify Us against all and any claims, demands, actions, proceedings, and liabilities of Yours or any other third party in connection with Your participation in the Competition.

5.3 The Fishing Match Organiser does not accept any liability for loss or damage howsoever caused, under any circumstances, to any Anglers own equipment or personal belongings. It is recommended that all equipment and personnel items are kept in a safe place or with the Angler at all times.

6. Entire Agreement

6.1 This Agreement together with any and all Schedules shall constitute and represent the entire Agreement between the Parties.

6.2 The provisions of this Agreement shall supersede any other prior agreement or any other oral or written contracts or commitments or prior understandings with respect to the subject matter of this Agreement. This Agreement may only be amended by a written Agreement of both of the parties.

6.3 If any provision of this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

7. Dispute Resolution

7.1 You and Us agree and acknowledge that any dispute, claim or controversy arising out of or in connection with these Terms or the breach, termination, enforcement, interpretation or validity thereof, (collectively "Disputes") shall be submitted to arbitration.

7.2 If the Parties do not agree upon an arbitrator, either Party may request a nomination from the Chair of the Arbitration.

7.3 You and Us agree and acknowledge that should any dispute arise that an appointment of an officer from The Centre for Effective Dispute Resolution (CEDR) will be made and his/her recommendation will be adopted.

7.4 You and Us agree and acknowledge that each Party retains the right to seek injunctive or other equitable relief in a Court of competent jurisdiction to prevent the actual or threatened infringement of any of these Terms and Conditions.

7.5 You acknowledge and agree that You and Us are each waiving the right to a trial by jury or to participate as a plaintiff or class expert in any purported class action or representative proceedings.

7.6 It is agreed and acknowledged unless both You and Us otherwise agree in writing, the arbitrator may consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceedings.

7.7 If this specific paragraph is held un-enforceable, then the entirety of this "Dispute Resolution," clause will be deemed void.

7.8 Except as provided in clause 7.4, this "Dispute Resolution," section will survive any termination of these Terms.

8. Severance

8.1 In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid, or unenforceable that/those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

9. Law and Jurisdiction

9.1 This Agreement and the terms contained within it shall be governed by and construed in accordance with the laws of England and Wales.

9.2 The Parties hereby acknowledge and agree that they will submit to the exclusive jurisdiction of the Courts of England and Wales.

The Fishing Match Organiser

Signed:

Name in Writing:

Date

The Angler

Signed

Name in Writing

Date

Schedule One

Media Release Form

I, _____ (Angler), grant permission to _____, (Fishing Match Organiser) to use my image (photographs and/or video) for use in Media publications including:

- Videos - Newsletters - Magazines - General Publications - Website
and/or Affiliates - Other: _____

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

Please **initial** the paragraph below which is applicable to your present situation:

_____ - I am 18 years of age or older and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

_____ - I am the parent or legal guardian of the below named child. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

Signature: _____ Date: _____

Name (please print): _____

Address: _____

Signature of parent or legal guardian: _____
(if under 18 years of age)