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## **Blast Films Terms and Conditions**

# **Animal Rescue Live ('the Programme')**

## **Introduction**

These terms and conditions ("Terms and Conditions") govern the use of Blast Films Limited's website at <https://animalrescuelive.channel4.com> ("Programme Website") in connection with the Programme and applications to adopt animals.

In these Terms and Conditions, Blast Films Limited of Highgate Studios, Unit 100, 53-75 Highgate Road, London NW5 1TL and its assignees, licences, affiliates and employees/contractors (as applicable) are referred to as "us"/"we" and "you" refers to users of the Programme Website.

These Terms and Conditions should be read in conjunction with the Programme Website's Privacy Policy which can be accessed here <https://animalrescuelive.channel4.com/privacy> and the Programme Website's Cookies Policy which can be accessed here <http://www.channel4.com/4viewers/cookies>.

The animal shelters we are working with on the Programme are as follows:

Newcastle Dog and Cat Shelter, Bath Cats and Dog Home, Blue Cross, Cardiff Dogs Home, Holly Hedge Animal Sanctuary, Hope Rescue, Leicester Animal Aid, Manchester and Cheshire Dogs Home, Mayflower Sanctuary, North Clwyd Animal Rescue, Raystede Animal Sanctuary, SPCA Rescue and Rehoming Centre Glasgow, The Edinburgh Dog and Cat Home, and Wood Green - The Animals Charity,

(each a "Shelter", together the "Shelters").

We reserve the right to make changes to any part or parts of these Term and Conditions at any time without prior notice and the changes will be recorded in the updated Terms and Conditions on the Programme Website. You will be deemed to have accepted any changes to these Terms and Conditions if you continue to use the Programme Website after updates.

If you have any questions about these Terms and Conditions, please email [cjackson@blastfilms.co.uk](mailto:cjackson@blastfilms.co.uk)

PLEASE NOTE: The Programme Website is hosted by Channel 4 and your use and viewing of these webpages are additionally governed by and subject to Channel 4's terms and conditions and privacy policy, the links to which are found on the footer of the webpage. Channel 4's terms are separate to these terms.

By submitting the form, you are deemed to have accepted these terms and conditions. If you are unhappy with the terms and conditions, please don't submit your application.

## Personal Details and Application

- (a) You must be 18 years or over to submit an application via the Programme Website, and you agree not to let anyone apply in your name or on your behalf.
- (b) When you apply to adopt an animal through the Programme Website you will be asked to complete an application form and to provide certain personal information, including but not limited to your name, address and other contact details, and you may be asked to provide certain sensitive personal information, including but not limited to details about criminal convictions.
- (c) You agree that all information that you submit via the Programme Website (including but not limited to any application form) shall be truthful and accurate. Any information submitted via the Programme Website that we reasonably believe to be untrue or inaccurate shall entitle us to delete that application.
- (d) You may submit more than one application form via the Programme Website provided that each application form relates to a different animal. You may not submit more than one application for each animal (including but not limited to applications using alternative addresses and/or email addresses). Any applications submitted via the Programme Website that we reasonably believe are multiple applications from the same person for the same animal shall entitle us to delete all applications from that person.
- (e) Your application form will be assessed by our production team, taking into account the criteria of the applicable Shelter (which the Shelter has based on the individual needs of the applicable animal).
- (f) The applicable Shelter will then be sent a shortlist of applicants for the applicable animal from our production team, based on our assessment of the application forms, and the Shelter will contact the shortlisted applicants directly if they believe them to be suitable adopters of the applicable animal.
- (g) The Shelter will then make a decision about who should adopt an animal according to their usual rehoming procedure. The rehoming procedure varies for each Shelter and charity. You should refer to the applicable Shelter's website for details about their rehoming policy and procedure. You can find the list of shelters with the appropriate links here: <https://animalrescuelive.channel4.com/the-shelters.html>. You understand that all adoption decisions shall be made by the applicable Shelter in its sole discretion, and you agree that such decisions may not be challenged. You understand that even if your application is shortlisted and transferred to a Shelter and/or if the Shelter contacts you about your application, the Shelter may not select you to adopt an animal.
- (h) If a Shelter selects you to adopt an animal, all matters relating to the adoption shall be matters between you and that Shelter, and we shall have no further involvement in the process.
- (i) As part of the Programme, the Newcastle Dog & Cat Shelter will be inviting potential adopters of animals to make an appointment to attend their premises in order to consider adopting animals they are housing at that time, and such animals may feature in the Programme. Should you wish to visit this Shelter, we make no warranty or guarantee that you will be able to make an appointment to visit this Shelter nor that if you do make an appointment to visit this Shelter that any or all animals featured in the Programme as being housed at this Shelter will still be at the Shelter and/or available for adoption.

(j) You understand that you may not be successful in applying to adopt an animal via the Programme Website, and we are under no obligation to pass your application to a Shelter. Due to the large numbers of applications we anticipate the Programme Website will receive, we will not be able to contact any unsuccessful applicants nor provide any feedback on any submitted applications. If you have not received a response to your application within 14 days of your submission of it via the Programme Website then your application has been unsuccessful.

## Programme

You understand that if your application is shortlisted and transferred to a Shelter then we may request that you participate in the Programme. If we select you to participate in the Programme, and you agree to participate in the Programme, you will be required to sign a release form. You understand that we are under no obligation to film you for the Programme nor to include your participation in the Programme should we film you nor to produce, exhibit, exploit, distribute and/or publicise the Programme.

## Programme Website Service

(a) The Programme Website and its contents are our property or the property of third parties. By using the Programme Website you do not acquire any proprietary or other rights over the Programme Website and/or its contents. You may not copy, reproduce, republish, download, post, store (including in any other website), distribute, transmit, broadcast, exploit or modify in any way any of the Programme Website's content.

(b) We make no warranty about the availability of the Programme Website or about its contents. We accept no responsibility for any technical issues or problems with networks, systems, servers, service providers, telephony systems or otherwise which may result in you being unable to complete your application and/or not uploading correctly and/or fully and/or from being received by us. We reserve the right to restrict access to the Programme Website if we believe it has been inappropriately used.

(c) You agree that you will not attempt to, or assist any other person to, remove, circumvent or otherwise alter or interfere with our security technology and/or do anything that may damage or impair the Programme Website or our services, systems or equipment or those of third parties, including through the use of malicious code, bugs or viruses.

## Indemnity

We are not responsible or liable for your actions or omissions, and you agree to indemnify us and hold us harmless from and against all actions, proceedings, claims, demands, costs and losses made against us and/or incurred by us as a result of your acts or omission. You agree that we may notify and co-operate with any authorities and law enforcement agencies in relation to any of your activities in connection with the Programme Website, including but not limited to the provision of your personal and sensitive personal information to such authorities and agencies.

## Links from The Programme Website

The Programme Website may contain links to websites or other platforms operated by third parties. We are not responsible for the links to and/or contents of any linked websites and/or platforms nor do we endorse these websites/platforms nor any adverts, products and/or services featured on these websites/platforms. You accept that you follow any link to third party websites and/or platforms at your own risk.

## Monitoring

We may monitor traffic on the Programme Website and suspicious or malicious or excess activity may be blocked and/or reported.

We may monitor and record any communications to us from you.

## Miscellaneous

- (a) Should we choose to waive any right we have against you at any time, that will not act as a perpetual waiver of that right nor as a waiver of any other right we may have against you.
- (b) If any part of these Terms and Conditions is found to be illegal, invalid or otherwise unenforceable under law or regulation, then that part of the Terms and Conditions shall be deemed deleted to the extent necessary and the remainder of these Terms and Conditions shall continue in full force and effect.
- (c) These Terms and Conditions and any part(s) of them may not be enforced by any party that is not a party to them.

## Jurisdiction

These Terms and conditions are governed by and should be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

## Contact Us

If you have any questions or concerns about these Terms and Conditions, please contact us on [cjackson@blastfilms.co.uk](mailto:cjackson@blastfilms.co.uk)