

TERMS & CONDITIONS

It is hereby agreed that access to this website www.gaisce.ie ("the website"/"this website") and the use of the on-line services provided through the website is governed by the terms and conditions set out below. These Terms and Conditions are important and are for the protection of both you and Gaisce - The President's Award. Please take the time to read them carefully. By proceeding further in the application process you will be deemed to have accepted them.

1. GENERAL

This website is established in Ireland in accordance with the laws of Ireland and will be governed by the laws of Ireland. When you use the website, you accept that your use of the website and any information on the website, will also be governed by the laws of Ireland and if any dispute arises from your use of the website or any of the information on it, you agree to allow such dispute to be heard in the Irish courts, which shall have exclusive jurisdiction.

The materials contained on this website are of a general, informational nature. While we make reasonable efforts to ensure that the data presented is both accurate and honest, we cannot accept any liability regarding the accuracy or completeness of information, or its application under specific national laws.

To the extent permitted by law, we do not accept responsibility for any loss which may arise from reliance on information contained in these pages. Furthermore, Gaisce does not endorse or accept responsibility for the material of any website referred to or accessed through this site.

The website and the on-line service provided through the website may only be used by Gaisce employees, participants, President's Award Leaders and agents acting on behalf of Gaisce solely for the purpose of administrating the Award programme efficiently.

In the event of you transmitting material to Gaisce using any of the on-line services, Gaisce has no responsibility for the integrity, safety, accuracy, veracity or completeness of such data and for any errors in the manner of it's input.

Gaisce reserves the right to make changes to the information, design and services provided on the [www.gaisce](http://www.gaisce.ie) website without notice and without liability. Although every effort will be made to advise of such changes in advance.

Gaisce reserves the right to add, amend or vary the terms and conditions of this agreement by publishing such changes on it's website (with or without accompanying notice on this website of such changes) and the continued use of the service after such changes will signify your unconditional acceptance of the changes.

If you have a query on a cancellation of a registration or a refund please contact mail@gaisce.ie or telephone 01 61 71 999.

2. FEES

Registration fees are applicable on all entries to the Award programme. A list of such fees are as published on the Gaisce website.

Applications made without payment will not be processed.

Gaisce reserves the right to impose late fees if, in its absolute discretion, it deems it necessary.

It is Gaisce's policy to require that the payment of the appropriate fee be made within 30 days of the commencement of the Award such that participants can be included in Gaisce's public liability policy.

Gaisce strongly encourages participants to secure their own personal accident insurance policy.

As a rule Gaisce does not refund participant fees.

Gaisce reserves the right to waive fees in special and/or exceptional circumstances. President's Award leaders may make a case in writing to Gaisce where appropriate.

3. ARCHIVE

- 3.1** The archive developed on the Gaisce website is the sole property of Gaisce - The President's Award. Participants and President's Award Leaders who enter information and or images on the website thereby
- 3.2** grant Gaisce an exclusive, perpetual, royalty free right and license to retain and use such data in the promotion, research and development of the Gaisce Award programme.
- 3.3** Gaisce reserves all copyright on every element of it's archive.

4. INTELLECTUAL PROPERTY

- You hereby agree that the site and services, including but not limited to graphics, audio clips and
- 4.1** editorial content, contain proprietary information and material that is owned by Gaisce and is protected by applicable intellectual property and other laws. Such laws include but are not limited to copyright.
- 4.2** You hereby agree that you will not use such proprietary information or materials in any way whatsoever except for use of the site and services in compliance with these Terms and Conditions.
- 4.3** No portion of the site may be reproduced in any form or by any means, unless previous written permission is obtained from Gaisce.
- 4.4** You hereby agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the site and services in any unauthorized way whatsoever.
- You undertake not to encourage, notify or by any means use the site or social media to incite others to
- 4.5** involve themselves in actions or communications which could be deemed to be contrary to the interests of Gaisce or to be illegal in any manner or means.
- Permission is granted for the printing and making of photocopies of pages from our website. Permission is also given to extract and quote from articles and pages on our website, without copying entire articles or pages, provided that acknowledgement of source is made: "Gaisce – The President's Award" with the title of the article or the Unique Resource Locator (URL) of the page.
- 4.6**

5. CONSENTS

- 5.1** If you are under the age of 18 on application, written permission must be given by your parent or guardian to enroll in the Gaisce Award programme.
- 5.2** President's award Leaders may ask you for production of this permission in writing.
- 5.3** By using this site and services you consent to receiving email, text messages, correspondence or telephone calls relating to matters concerning your participation in the Award programme.
- Consent is hereby granted to Gaisce to use quotations, narratives, storylines, diary extracts, clips and
- 5.4** images placed by you, Gaisce or it's agents solely for promotional purposes and in the best interests of the award programme.

6. DISPUTES

- Should any dispute arise, participants and President's Award Leaders should make every effort to
- 6.1** resolve the matter informally in an amicable timely and efficient manner for the purposes of seeking a just and equitable solution.
- 6.2** Proposals and information exchanged during informal dispute resolution will be privileged, confidential and without prejudice to a party's legal position in any possible formal proceedings.
- 6.3** If any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other terms of this agreement shall remain in full force and effect.
- 6.4** You are solely responsible for your interactions with other Gaisce database users. Gaisce reserves the right, but has no obligation, to monitor disputes between you and other users.

7. DONORS

- 7.1 Individuals making donations to the work of Gaisce - The President's Award do so without any right to stipulate the purpose to which such donations may be directed.
- 7.1 Refunds are not made after donations have been processed.
- 7.1 Gaisce will issue a charity receipt if requested by donors.

8. PRIVACY STATEMENT

- 8.1 Gaisce also has a [Privacy Statement](#) which you are recommended to read.