



eDofE – terms of use

Access to and use of eDofE is provided by The Duke of Edinburgh's Award (the DofE) on the following terms:

General

- By using eDofE you agree to be bound by these terms, which take effect immediately on your first use. If you do not agree to be bound by all of the following terms please do not access, use and/or contribute to eDofE.
- The DofE may change these terms from time to time and so you should check them regularly. Your continued use of eDofE will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should stop using eDofE.
- In order to participate you will be required to register with the DofE through an Operating Authority (OA). Any personal information supplied to the OA or the DofE as part of this registration process and/or any other interaction with the DofE will be collected, stored and used in accordance with the DofE's online services privacy policy, which can be read at **www.DofE.org/go/privacy**
- If you're under 16 you must have a parent's or guardian's permission before logging on to eDofE. This is achieved by them signing the DofE's or your Operating Authority's (OA) enrolment form.
- Never reveal any personal information about yourself or anyone else (for example, telephone number, your full name, school, home address or email address etc.) apart from on the personal information pages on eDofE where access is restricted.

How you may use eDofE

In using eDofE, you will:

- Obey the law
- Obey any codes of conduct or behaviour, or other notices we provide
- Keep your user name and password secret promptly notify us if you learn of a security breach related to eDofE.

Please do not endanger yourself or others, take any unnecessary risks or break any laws when creating content you may share with the DofE.

You agree to use eDofE in accordance with the following rules:

- All contributions must be civil and tasteful.
- No disruptive, offensive or abusive behaviour: contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble.
- No unlawful or objectionable content: harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.
- No advertising or promoting commercial products or services not endorsed by the DofE.
- Contributions containing languages other than English or Welsh may be removed.
- No impersonation.
- No inappropriate (e.g. vulgar, offensive etc) user names.

- Deliberate misuse of the CEOP Report, help or complaints facilities is not permitted. If you persist in doing this, action may be taken against your account.

The DofE reserves the right to close eDofE accounts if any user disrupts any of our services in any way.

Copyright

- You agree to submit to eDofE only evidence which is your own original work. You must not violate, plagiarise, or infringe the rights of the DofE or third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.
- By uploading any evidence (including any text, photographs, graphics, video or audio) into eDofE you agree to give to the DofE, free of charge, permission to use the material in any way it wants (including modifying and adapting it for operational and editorial reasons). In certain circumstances the DofE may also share your contribution with trusted third parties. We will always ask your permission before using any of your material.
- Copyright in your evidence will remain with you and this permission is not exclusive, so you can continue to use the material in any way including allowing others to use it.
- In order that the DofE can use your evidence, you confirm that it is your own original work, is not defamatory and does not infringe any UK laws, that you have the right to give the DofE permission to use it for the purposes set out above, and that you have the consent of anyone who is identifiable in your evidence or the consent of their parent / guardian if they are under 16.
- If you do not want to grant the DofE the permission set out above on these terms, please do not submit your evidence or contribution to eDofE.
- All copyright, trade marks, design rights, patents and other intellectual property rights (registered and unregistered) in and on eDofE and all content (including all applications) located on the site shall remain vested in the DofE or its licensors (which includes other users). You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use DofE content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any DofE content except for your own personal, non-commercial use. Any other use of DofE content requires the prior written permission of the DofE.
- The names, images and logos identifying the DofE or third parties and their products and services are subject to copyright, design rights and trade marks of the DofE and/or third parties. Nothing contained in these terms shall be interpreted as giving any right to use any trade mark, design right or copyright of the DofE or any other third party.

The DofE may need to contact you for administrative or verification purposes in relation to your evidence, or as part of particular projects. For full details of when and how we may contact you please see the DofE's online services privacy policy www.DofE.org/go/privacy

Safety

- We advise that you never reveal any personal information about yourself or anyone else (for example telephone number, postal address, home address or email address or any other details that would allow you to be personally identified) apart from on the personal information pages on eDofE where access is restricted.

If you breach these terms and conditions

- If you fail to abide by these terms and conditions when using eDofE, your evidence may be withdrawn. If you break these rules we will take appropriate action to temporarily or permanently suspend you from participating in your DofE programme or using eDofE.
- If you submit or share offensive or inappropriate material and the DofE considers such behaviour to be serious and/or repeated, the DofE may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your Operating Authority, employer, school or internet provider about the infringement(s).

- The DofE reserves the right to delete any contribution, or take action against any eDofE account, at any time, for any reason.

Disclaimers and Limitation of Liability

- The majority of content posted in eDofE is created by DofE participants, participant's Leaders, Operating Authorities (OAs) and the DofE. The views expressed are theirs and unless specifically stated are not those of the DofE. The DofE is not responsible for any content posted by participants, Leaders or OAs or for the availability or content of any third party sites that are accessible through eDofE. Any links to third party websites from eDofE do not amount to any endorsement of that site by the DofE and any use of that site by you is at your own risk.
- Whilst we take all reasonable efforts, the DofE does not guarantee that functions available on eDofE will be uninterrupted or error free, that defects will be corrected, or that eDofE or the server that makes it available are free of viruses or bugs. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.
- The failure or delay of the DofE to exercise or enforce any right in these terms does not waive the DofE's right to enforce that right.
- These terms are governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.

Contacting the DofE

If you have any questions about these terms and conditions of use of eDofE, please contact your Regional/Country Office. Details can be found at **www.DofE.org/contactus**