

Definitions

Where the context allows, the following definitions will apply in these conditions:

İ7c ``YWŋcbĐ- is a number of items of the same type e.g. compact discs, stamps, VHS tapes etc. To ensure fair play for all and at the discretion of the Production Team and discussion with the Exchanger a Collection will be regarded as one Item.

'9I W Ub[Y7 UFXĐ- is a plastic card or card which you will receive while registering which corresponds to the same number of items that you wish to Exchange. The number of cards also represents the number of items that you can take e.g. two cards for two items. An Exchange Card does not have any monetary value nor any promise of transferring any value. The Exchange Cards are only valid during the Exchange Period and can not be transferred or used in another recording in the series.

İFY[jghŋ]b[Đ- is the process of signing this form, noting your contact details, describing your item or items, receiving your Personal Number and Exchange Card or Cards.

İDfcXi Wŋcb 'CompanyĐ- Boomerang + CCC

İ9I W Ub[YĐ is to put on display an Item or Items that you no longer want and to give the right to other people to take them and to have the same right to take an Item or Items put on display by other people.

İ9I W Ub[Y'DYf]cXĐ- is the period of time that is available to each Exchanger who has Registered to take the Item or Items that they desire. The Exchange Period will start with an announcement when the recording of the Programme begins and will end in the same way with an announcement when the recording of the Programme ends.

İFYWŋfX]b[gĐ is the material containing the Exchanger which is filmed and recorded for the Programme.

İHYa Đ- is a single item of a particular type which is presented in order to be exchanged e.g. a skirt or a shirt which are items of clothing, a cushion or a chair which are household goods

İ7\ UF]mĒ is a Charity that is registered with the Charity Commission of England and Wales

İDYfgcbU'Bi a VYfĐ- is a unique number that is given to each Exchanger who registers which also corresponds with the number on the Exchanger's Item or Items.

General Conditions

1. The Exchanger confirms and agrees that he/she will not receive any payment or fee for presenting any Item or Items or for taking part in the Programme.
2. The Exchanger confirms and agrees that the Exchanger consents to and will make the Recording and that the Exchanger consents to the Production Company filming and recording the Recordings and exploiting the Recording by any manner or means (whether now known or in future created) including (but without limitation) exploitation through radio, film, analogue or digital television or otherwise worldwide.
3. The Exchanger hereby assigns to the Production Company absolutely the entire copyright whether vested contingent or future and all other rights of the Exchanger in the Recording to the Production Company for the whole period of such rights for the time being capable of being assigned together with all the renewals and extensions throughout the world. If called upon to do so, the Exchanger will execute any further document, which is necessary in order to perfect this assignment of rights to the Production Company.
4. The Exchanger irrevocably and unconditionally grants and confirms to the Production Company all consents under Part II of the Copyright Designs and Patents Act 1988 and all other consents and permissions throughout the world as shall enable the Production Company fully to use and to exploit their Recordings.
5. The Exchanger irrevocably and unconditionally waives all moral rights and all other similar or analogous rights and all rights of privacy relating to the Recordings including without limitation any rights which the Exchanger may have under Sections 77 and 85 inclusive of the Copyright Design and Patents Act 1988.
6. The Exchanger acknowledges and agrees that the Production Company may exploit the Recordings in any way, including without limitation by altering, changing, revising, deleting or re-arranging the Recording and incorporating the same in or combining the same with any other material without any further fee or other payment to be made to the Exchanger.
7. The Exchanger agrees that the Production Company shall be under no obligation to use nor to exploit the Recordings.
8. The Exchanger warrants, agrees and represents to the Production Company that the Exchanger will not say or do anything during the course of the Recordings which shall be obscene, defamatory, a contempt of Court or otherwise unlawful.
9. This Agreement is to be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English and Welsh Courts.

- 10 The Production Company will ensure that the information in this form will be used in accordance with the Data Protection Act 1998, and will be securely kept and treated as confidential. The information will be used by the Production Company for use within the Programme. You have a right to view the information that is kept about you by the Production Company at any time. You also reserve the right to amend or ask for the information to be destroyed. By submitting this form you are granting permission for your personal information to be used by the Production Company for the purpose of the Exchange in the Programme and correspondence with the broadcaster as required.

Specific Conditions

By signing this form the Exchanger agrees to accept and to be bound by the Exchange Rules that are noted below. The Exchange Rules are relevant to a series of ten programmes which are being recorded in ten different locations by the Production Company for S4C.

1. Every Exchanger who Registers must bring at least one but no more than five Items for Exchange unless the Item is a Collection.
2. The Production Company holds the right to refuse any Item that is considered not fit for purpose.
3. Every Item of clothing must be clean.
4. Underwear, ear-rings, make-up, electrical goods, food, animals, alcohol, sharp objects (e.g. knives) weapons, any indecent and/or illegal material will not be accepted.
5. Through Registering, each Exchanger will receive a Personal Number and an Exchange Card for each Item.
6. By Registering the Exchanger
 - (a) guarantees that his/her Item or Items are in good condition, fit for purpose, in working order and won't endanger anyone who takes part in the Programme.
 - (b) confirms that he/she is the owner of the Item or Items.
 - (c) gives the right to any person who has Registered as an Exchanger to take his/her Item or Items without any fee or payment.
 - (d) accepts that he/she can not reclaim his/her Item or Items once he/she has Registered and accepted an Exchange Card or Cards.
 - (e) accepts that he/she can take only the same number of Items that he/she holds of Exchange Cards.

(f) accepts that his/her Item or Items can be taken but that there may not be anything that appeals to him/her to take during or at the end of the Exchange Period and that his/her Item/Items/Collection will have been given without any fee or payment.

(g) acknowledges that he/she could take and have an Item or Items by Exchanging that are either of lesser or greater monetary value than the Item or Items that the Exchanger has given to Exchange.

7. Every Exchanger's Items will be displayed on suitable tables and on rails in the case of clothes in the hall where the Exchange is taking place after being Registered, but Items can only be taken during the Exchange Period. The first Exchanger to transfer an Exchange Card or Cards for an Item or Items has the right to take the Item or Items.
8. While the Items are on display and before they have been claimed and taken they will be in the care of and looked after by the Production Company.
9. Any Item or Items that have not been taken by the end of the Exchange Period will be given to a Local Charity.
10. It will not be possible to return any Item to the Exchanger once he/she has accepted an Exchange Card or the Item.
11. The Production Company does not accept any responsibility for the monetary value, condition or the fitness for purpose of any Item, Items or Collection that is accepted for display and taken.
12. The Exchanger agrees and undertakes to indemnify and to continue to indemnify the Production Company from and against any actions, proceedings, costs, demands, compensation claims or payment in respect of any breach of warranties or breach of obligations of this agreement.

SIGNED _____ DATE ____/____/____
on behalf of the Production Company

SIGNED _____ DATE ____/____/____
by the Exchanger or on behalf of the Exchanger by a parent or Guardian if
the Exchanger is under 16 years