

## Concern Agents of Change App Terms and Conditions

### 1. Background

- 1.1 These General Terms and Conditions will govern the use of the App and You should read them carefully before downloading, installing, accessing or using the App. By downloading, installing, accessing or using the App You confirm Your acceptance of these General Terms and Conditions which takes effect on the date on which you download or install the App. If You do not agree with these General Terms and Conditions You should cease downloading, installing or using the App immediately. These terms and conditions are in addition to any other terms and conditions expressed to you by Concern over the course of your engagement with us in relation to the Concern Active Citizenship Programme and the Concern Schools app.

### 2. Information about Us and contact details

- 2.1 The following definitions apply to these Conditions:

2.1.1 “**Conditions**” means the terms and conditions set out in this document.

2.1.2 “**App**” means the ‘Concern Schools’ App as may be updated from time to time.

2.1.3 “**App Provider**” means Mobile Adventures, a product owned by Wildgoose Events Limited (UK company number 4962244) as Licensed to Mobile Event Management Trading As Dynamics Events, a company registered in the Republic of Ireland with company number (495483).

2.1.4 “**Concern**”, “**We**”, “**Us**” or “**Our**” means Concern Worldwide (company number 39647) having its registered office at 52-55 Lower Camden Street, Dublin 2, Ireland.

2.1.5 “**You**” or “**Your**” means the person downloading, installing, accessing and using the App from time to time.

- 2.2 You can contact Us by email addressed to [schools@concern.net](mailto:schools@concern.net)

### 3 Eligibility

- 3.1 In order to download, install, access or use the App, You must:

3.1.1 be aged 16 or over and engaged in the Concern Active Citizenship programme. If You are under 16 and wish to download, install, access or use the App, You must get consent from a parent or guardian before doing so. If You are a parent or guardian of a child under 16, You hereby consent to your child using the App;

3.1.2 adhere to these Conditions;

3.1.3 download the App via the App Provider; and

3.1.4 have an Android, iOS smartphone or device with an up to date operating system and browser. One will not be provided for You.

- 3.2 Use of the App may be withdrawn by Concern at its sole discretion at any time with or without notice.

- 3.3 Breach of these Conditions may result in the temporary or permanent withdrawal of Your right to use the App.

### 4 The App

- 4.1 You acknowledge that the App is being provided “as is” and Concern expressly disclaims all warranties of any kind, express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement relating to the App to the extent permitted by law.

- 4.2 You are responsible for your engagement with the App and for the engagement of any others with the App through your device.
- 4.3 You will not use or allow the App to be used, for any illegal, fraudulent or criminal purpose. You will not alter/improve or make any changes to the App. You will not attack the App or cause the App to be attacked by way of denial of service, hacking, ransomware or any other attack. We reserve the right to work with and report to law enforcement agencies for any misuses or illegal activity on the App.
- 4.4 You agree that We may update the App without notice and this may require You to install an updated version of the App from time to time. Any updates will be aimed at improving the performance and design but We will not be responsible if an update affects how the App works caused by Your own device not supporting the update.
- 4.5 We do not guarantee that the App or any content displayed on it will always be available or be uninterrupted. The App may be unavailable for maintenance, operational reasons or when upgrades are being carried out.
- 4.6 You are solely responsible for the installation, use and maintenance of the App. If you download and install the App on a device that does not belong to you, you must have the permission of the device owner first. You acknowledge that the use of the App is dependent on third party service providers and that Concern cannot assume any responsibility for any act or omission on behalf of those third parties.
- 4.7 Although We make reasonable efforts to update information through the App, We are under no obligation to do so, and We make no representations, warranties or guarantees, whether express or implied, in relation to the content of the App being accurate, non-infringing, compatible, complete or up to date or that any transaction that may be conducted through the App as being secure.
- 4.8 We do not guarantee that the App will be secure or free from bugs or viruses. You are responsible for configuring Your own information technology to access the App. You should use Your own virus protection software
- 4.9 We are the owner or licensee of all intellectual property rights in the App and the material published through it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.10 "Concern" and its logo are registered trademarks belonging to us. You are not permitted to use them without Our approval.
- 4.11 These Conditions will be governed by and construed in accordance with the laws of Ireland whose courts shall have exclusive jurisdiction.
- 4.12 Nobody other than You can benefit from these Conditions.
- 4.13 We may change these Conditions at any time and will notify you if this is done.
- 4.14 You will indemnify Concern and hold Concern harmless for any loss, howsoever arising, in connection with your use of the App. Except where it is not lawful for Concern to do so our liability is excluded and limited. Our total liability to you for any incident arising will be €1,000.

## **5 Community Standards and Code of Conduct**

- 5.1 Concern will have a zero tolerance policy for violations of the below standards and code of conduct. Any breach of same may result in You being permanently removed from the App and notification of the reasons being sent to Your parents or schools in relation to this.
- 5.2 All users of the App must not
  - 5.2.1 be defamatory in relation to any person;
  - 5.2.2 be obscene, offensive, hateful or inflammatory;
  - 5.2.3 bully, insult, intimidate or humiliate;

- 5.2.4 promote sexually explicit or violent material;
- 5.2.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, gender or any other ground;
- 5.2.6 infringe the copyright, database right or trade mark of any other person;
- 5.2.7 be likely to deceive any person;
- 5.2.8 promote any illegal activity or be in contempt of court;
- 5.2.9 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless activity;
- 5.2.10 impersonate any person, or misrepresent Your identity or affiliation with any person;
- 5.2.11 contain any advertising or promote any services or web links to other sites;

## APPENDIX I

### CONCERN SCHOOLS APP PRIVACY STATEMENT

#### 1. Introduction

Protecting your personal data is important to Concern. This Privacy Statement sets out how We collect, use, store, share and protect Your personal data in compliance with Data Protection legislation. Our Data Protection Officer can be reached at [dpo@concern.net](mailto:dpo@concern.net) For the purposes of this Privacy Statement Concern is a Data Controller, Dynamic Events and Wildgoose Events Limited are a Data Processor.

#### 2. Protecting your Information

We are committed to protecting Your personal data and to implementing appropriate technical and organisational security measures to protect it against any unauthorised or unlawful processing and against any accidental loss, destruction, or damage.

#### 3. Data We Collect

In order to provide all features of the Concern Schools App via third party provider, 'Mobile Adventures', We need to collect some personal data. We obtain this data when You sign up for the App, through completion of select tasks, some of which are optional.

When You join a game the App Provider may collect the following data: device used, device operating system, distance travelled during the game, starting battery life of the device, which tasks Your team unlocked during the game, percentage of tasks that You completed correctly, location throughout the game and answers to challenges which includes text responses, photos and videos.

Personal data processed which is necessary for the App to function is processed in our legitimate interests. We may ask for your consent to process personal data for other purposes in the App.

#### 4. How We use Your Information

Upon starting the game, the user is asked to give a name for their profile. This name will only be visible to the user playing the game. We will use Your personal data to record you progress during the game and maintain a leader board for participants playing the game. Where we have obtained your consent to use personal data for other purposes we will only use that personal data for those purposes to which you have consented.

Where your information is processed outside the EEA we will ensure that we have we have appropriate safeguards in place as required by data protection law.

#### 5. Sharing your Information

Concern's Active Citizenship will have access to your personal data in Concern. The App Provider and their sub-processors will have access to your personal data while the game is being played.

#### 6. Retention of Your Information

We will retain Your personal data only for as long as is necessary for the purposes for which it was collected and in order to meet the legal and business requirements of managing Your account and experience with Us. In particular:

- We will retain personal data that is necessary for Us to provide You with the product and service that You have requested; and
- We will retain other personal data necessary for Us to do so to comply with Our regulatory and legal requirements.

## 7. Your rights

You have the right to access and obtain a copy of personal data processed about you. You have the right to have inaccurate personal data about you rectified. You have the right to ask for your personal data to be erased. You have the right to restrict how we process your personal data. You have the right to data portability and to withdraw consent where we rely on your consent without affecting the lawfulness of our processing before that withdrawal. You have the right to object to our processing of your personal data and not to be subjected to solely automated decision making based on profiling. You have the right to lodge a complaint with the Data Protection Commissioner of Ireland ([www.dataprotection.ie](http://www.dataprotection.ie)).

If you would like to enforce any of your rights please ask a member of Concern's staff or email [dpo@concern.net](mailto:dpo@concern.net).

Read more about data protection at Concern here: [www.concern.net/about/privacy](http://www.concern.net/about/privacy)