

## Website Terms & Conditions

Thank you for visiting this Itza Media Limited website. These terms and conditions set out the terms on which you may use our websites and other services provided by us, including without limitation:

- [www.itza.io](http://www.itza.io)
- [inspire.itza.io](http://inspire.itza.io)
- [about.itza.io](http://about.itza.io)
- [help.itza.io](http://help.itza.io)
- [intro.itza.io](http://intro.itza.io)
- [quiz.itza.io](http://quiz.itza.io)
- [auth.itza.io](http://auth.itza.io)

Please read these terms and conditions carefully before using this site.

If you do not accept these Terms (note in particular terms 10 and 11) please do not use this website. If you use the website (including downloading or streaming from the website) you will be bound by these Terms whether or not you have registered with us, and they will form a contract between you and us.

These Terms apply to the entire contents of this Itza Media Limited website, to any downloaded or streamed content and to any correspondence by e-mail between us and you. The [Privacy Policy](#), [Cookie Policy](#) and [Contact Us](#) sections also form part of these Terms and Conditions (together referred to as 'Terms') and should be read in conjunction with this document.

## 1. Who are we

Access and use of this website is provided by Itza Media Limited a private company registered in England & Wales with company number 11005147. In this policy, whenever you see the words 'Itza', 'we', 'us' or 'our', it refers to this company.

## 2. Changes

2.1. We may change these Terms at any time, in which case the amended Terms will be posted on the website and will apply from the date we post them. Please check these Terms on each occasion you use the website. If you continue to use the website you will be bound by the latest Terms.

2.2. The format and content of the website changes constantly. You should refresh your browser each time you visit the website to ensure that you access the most up to date version.

## 3. Accessing the website

3.1. We reserve the right in our sole discretion to deny any user access to the website or any part of it without prior notice.

## 4. Using the website

4.1. You agree to only use the website in a manner that complies with all applicable laws and regulations and is consistent with the Terms and does not infringe the rights of anyone else, nor restrict or inhibit their use and enjoyment of the website (including, without limitation, by hacking).

## 5. Registration

5.1. If you want to make use of certain facilities available through our websites or to carry out certain actions (such as registering to obtain a newsletter, receiving regular communications, playing a quiz, joining a Live Learning Challenge or any Itza learning competition) you must first register with us. During registration, you will be assigned a randomly generated username, and you will have to provide a password which you will need to use each time you log into an Itza website.

5.2. You must ensure that you keep your username and password confidential and that you do not disclose them to anyone, and that you also restrict access to your computer to prevent unauthorised access to your account. You will be responsible for all activities which occur under your username and password. It is your responsibility to immediately notify us of any unauthorised use of your username and password or any other breach of security as soon as you become aware of it. Please email us directly at [support@itza.io](mailto:support@itza.io).

5.3. By registering, you certify that all information you provide in the registration is accurate. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering.

5.4. We may terminate your registration at any time at our complete discretion, but will generally only do so if you are in breach of website rules. If we terminate or suspend your registration you may not

re-register with us without our written consent.

## 6. Quizzes

### 6.1. Anytime quizzes

6.1.1. The following rules shall apply to Anytime Quiz game types:

- (i) Each question shall carry a determinate number of points, with players being awarded points depending on how quickly the correct answer is provided;
- (ii) Each game shall select questions randomly from a pool of questions;
- (iii) Each game shall have a predetermined “last entry” date and time. Not more than one hour after the “last entry” date and time, the person with the most points shall be published on our leaderboard as the winner, the person with the second most points shall be the runner-up and so on and so forth;
- (iv) During certain Itza Learning Challenges, Itza quizzes will award points relating to that competition. The number of competition points awarded per quiz will be based on each persons performance in the quiz. Successive improvements in the player's quiz score will increase the number of competition points awarded.
- (v) There may be a limited number of times any one person can play a quiz. This limit may change from quiz to quiz. This limit is to ensure a level playing field for all users.

### 6.2 One Shot Quizzes

6.2.1. One Shot quizzes may only be completed a single time to award competition points, in quizzes where competition points apply. It is recommended that players make sure that they have fully revised the relevant Itza material before taking a One Shot quiz.

6.2.2. The remaining game rules governing One Shot quizzes are the same as the rules governing Anytime quizzes.

### 6.3. Live Quizzes

6.3.1. Unless otherwise determined in any rules applicable to particular games, the following rules shall apply to Live Quiz game types:

- (i) Each quiz shall have a set number of questions;
- (ii) Each game will start at a predetermined time. A count down to this time is visible on the Live Quiz section of the website. Each user is expected to be on the quiz holding page at least five (5) minutes before the start of the quiz;
- (iii) Each player in the quiz will get the same pop question at the same time. At the end of the time allocated all players who have answered the question correctly will receive points for the

question. The faster that the player answers the question the higher the points awarded will be

(iv) Players who do not start the quiz at the time the quiz starts will be automatically eliminated;

(v) The Live Quiz winner is the player who has accumulated the most points by answering questions correctly.

(vi) The number of competition points awarded per quiz will be based on each person's performance in the quiz;

(viii) Itza will select the questions for the Live Quiz in advance of the quiz based on recent content on [www.itza.io](http://www.itza.io). Itza will not disclose the questions to anyone and staff members and their direct relatives will be excluded from any potential rewards derived from completing the Live Quiz.

(ix) Each Live quiz will display the points pool and number of players

(x) The decision of Itza Media regarding any aspect of the Live Quiz is final and binding and no correspondence will be entered into about it.

## 6.4 Conduct during Live Chat

6.4.1. A Live Chat facility is offered during Live Quizzes which presenters can see. No form of racism, bullying, homophobia, hate speech, trolling, foul language or other forms of abuse or antisocial conduct shall be tolerated during live chat sessions. Any conduct of this kind will not be taken lightly and may result in serious action being taken by Itza. The degree of any such action being taken will be at the sole and absolute discretion of Itza but may result in users being denied access to quizzes or to the website. This chat facility is moderated by Itza and content which breaches these rules will be removed immediately.

## 6.5. Gameplay

6.5.1. All efforts are made by Itza to ensure 100% accuracy in our questions and answers. However, if you believe that we have made any mistakes, please email us directly at [support@itza.io](mailto:support@itza.io) and we will verify and correct the question or answer as appropriate. This will be the limitation of our liability in such instances.

## 7. Prizes

In some Itza Live Learning Challenges, prizes will be available for the completion of certain activities. When prizes are available, a separate, dedicated rules document explaining the conditions for the prizes will be available on [www.itza.io](http://www.itza.io).

There are three categories of prizes on Itza:

### 7.1 Live Quiz prize rewards:

(i) In some cases, rewards will be available for the completion of Itza Live Quizzes.

(ii) Whenever rewards are available, the criteria for being eligible for the rewards will be clearly explained before the competition or the quiz commences.

(iii) Each prize is as stated, is non-transferable and there are no cash or other prize alternatives available, in whole or in part. Unless otherwise agreed with Itza, the prizes will be awarded directly to the winners only.

(iv) The decision of the Itza Media regarding any aspect of the competition or quiz is final and binding and no correspondence will be entered into about it.

#### **Announcement:**

(v) The winners of the prizes will be announced during the respective Live Quiz where they have earned their prize.

(vi) Itza will attempt to contact the winner by the email provided during registration up to two times.

(vii) If the winner does not respond to the emails notifying them of their win within 14 days of the second email, they will lose their right to the prize, and Itza reserves the right to choose and notify a new winner.

#### **Receipt of the Prize**

(viii) Please allow 30 days from providing fulfilment details (which will be requested via email), for delivery of the prize or prize details, or alternative collection or delivery arrangements may be made through mutual agreement

### **7.2 Prize draw rewards**

(i) Itza Media will not accept responsibility for entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

(ii) Winners for any Prize Draw will be chosen by random draws performed by a computer process. Winners will be notified via email, to the email provided when registering on Itza.io, within 7 working days of the Prize Draws taking place.

(iii) The prizes are non-exchangeable, non-transferable and no cash alternative is offered. Itza Media reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond Itza Media's control makes it necessary to do so.

(iv) The decision of Itza Media regarding any aspect of the prize draw or competition is final and binding and no correspondence will be entered into about it.

(v) Insofar as is permitted by law, the Itza, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the negligence of Itza, its agents or distributors or that of their employees. Your statutory rights are not affected.

(vi) Each prize is as stated, is non-transferable and there are no cash or other prize alternatives available, in whole or in part. Unless otherwise agreed with Itza, the prizes will be awarded directly to the winners only.

**(vii)** Itza reserves the right to award alternative prizes of equal or greater value, should any of the advertised prizes become unavailable for any reason.

**(viii)** Itza reserves the right to amend or temporarily suspend this promotion in the event of any unforeseen circumstances or technical reason outside its reasonable control.

**(ix)** Itza cannot be held responsible for the failure of a third party to fulfil its obligations in connection with this promotion, although Itza will endeavour to minimise the effect on the entrant of such failure. Itza accepts no responsibility for the suitability of a selected prize for a winner.

**(x)** Any personal information supplied by entrants will only be used for the purposes of this promotion and will not be sold or used in any other manner. Itza may disclose an entrant's personal information to its contractors and agents for the purposes of administering this promotion or communicating with entrants.

**(xi)** The Winners agree to release and hold harmless Itza and anyone professionally connected with the promotion, their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, prize suppliers, their respective parent companies and such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death (except where such personal injury or death is the result of negligence by one or more of the Released Parties), or damage to or loss of property, arising out of the promotion, or as a result of a winner redeeming any of the prizes.

## **Announcement:**

**(xii)** Winners for both Prize Draws will be drawn live as part of an Instagram Live event at 5:30PM on Friday 4th February, 2022. Winners will be notified via email, to the email provided when registering on [www.itza.io](http://www.itza.io), within 7 working days of the Prize draws taking place.

**(xiii)** Itza will attempt to contact the winner by the email provided during registration up to two times.

**(xiv)** If the winner does not respond to the emails notifying them of their win within 14 days of the second email, they will lose their right to the prize, and Itza reserves the right to choose and notify a new winner.

## **Receipt of the Prize**

**(xv)** Please allow 14 days for delivery of the prize or alternative collection or delivery arrangements may be made through mutual agreement

## **Limitation of Liability**

**(xvi)** Itza does not accept any liability for any damage, loss, injury or disappointment suffered by any entrants as a result of either participating in the prize draw or being selected for a prize, save that Itza does not exclude its liability for death or personal injury as a result of its own negligence.

## **Data protection and publicity**

**(xvii)** You consent to any personal information you provide in entering the prize draw being used by Itza for the purposes of administering the prize draw, and for those purposes as defined within our privacy notice

**(xviii)** The winner agrees to the release of their first name and place of work to any other prize draw participants if requested via Itza.

**(xix)** All personal information shall be used in accordance with Itza's Privacy Policy.

### **7.3 Yakka rewards**

**(i)** Yakka is Itza's digital currency which is used to reward learners who undertake learning activities on an Itza learning website. In some instances, Itza may make prizes available that learners can purchase in exchange for Yakka points from the Yakka store. Full details of the terms and conditions of the Yakka store can be found [here](#).

## **8. Privacy**

We take your privacy very seriously and will treat all of your personal information in accordance with all applicable data protection laws in England and Wales. Please read our [Privacy Policy](#).

## **9. Intellectual Property Rights**

**9.1.** You acknowledge that all copyright, trademarks and other intellectual property rights in the website and all photographs, designs, images, text, software, data, audio, video, files and other material in the website or material generated by or transmitted from the website ("Itza Material") are owned by us or our licensors. You are permitted to use the website and Itza Material only as expressly authorised by us.

**9.2.** Provided you use the website and Itza Materials in accordance with these Terms you are permitted to print, download and receive extracts of Itza Material ("Extracts") ONLY for your personal non-commercial use and for private study or teaching purposes, provided in each case that:

**9.2.1.** copyright and source indications are also printed and copied and/or stored in association with the Extracts;

**9.2.2.** no modifications are made to the Extracts and Extracts are not used as part of any other publication or derivative work; and

**9.2.3.** any Extract is retained, printed and/or copied entirely and is not used in a derogatory or misleading context and in particular may not be used for the purpose of promoting, advertising, endorsing or implying a connection with you (or any third party) and Itza Media Limited, its agents or employees.

**9.3.** The rights in term 9.2 are not transferable and no other use of Itza Material may be made without first obtaining our written permission. In particular, you must not do the following unless you have first obtained our written permission:

**9.3.1.** incorporate any Itza Material in any other work, broadcast or publication, whether in hard copy or electronic form; or

**9.3.2.** make any commercial use or publish any Itza Material (other than as necessary for the purpose of viewing or listening to the website in the course of business); or

**9.3.3.** perform, broadcast or otherwise transmit, post, share or make available to the public any Itza Material.

**9.4.** If you wish to use any Itza Material other than in accordance with Terms 8.2 and 8.3 above please email your request to **support@itza.io**

**9.5.** The photographic, text, graphic images, audio and video material within any products or publications supplied to you are copyright works and none of them may be copied, reproduced, licensed, broadcast, transmitted or otherwise exploited.

**9.6.** The Itza name and logo are trademarks of Itza Media Limited. Other logos and names used on the website may also be the trademarks of Itza Media Limited or their respective owners. No permission is given by us in respect of the use of any such trademarks, names or logos and such use may constitute an infringement of the holder's rights.

**9.7.** Any rights not expressly granted in these terms are reserved.

**9.8.** We may terminate your rights to use or receive Extracts at any time at our complete discretion.

## **10. User-Generated Content**

**10.1 User-Generated Content** means any and all information and content that a user submits to, or uses with, the Services (e.g., content in the user's profile or postings). Parents are solely responsible for their User Content and are responsible for the User Content of their children. You assume all risks associated with use of your or your child's User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party.

**10.2.** You may not represent or imply to others that your or your child's User Content is in any way provided, sponsored or endorsed by Primer. Because you alone are responsible for your or your child's User Content, you may expose yourself to liability if, for example, your or your child's User Content violates the conditions set out in section 10.3

**10.3.** Certain activities on our sites and applications allow children to manipulate content. These activities do not require children to provide any personal information and therefore may not result in notice to the parent or require parental consent. If an activity potentially allows a child to insert personal information in their created content, we will screen the submission to delete any personal information, or we will seek verifiable parental consent for the collection. All user generated content on Itza is only visible to the account holder.

**10.4.** If, in special cases, Itza also plans to post user generated content publicly or share it with a third party for the third party's own use, we will obtain a higher level of parental consent.

**10.5.** You may not submit content that is defamatory, threatening, bigoted, hateful, vulgar, obscene, pornographic, or that harms, or can reasonably be expected to cause harm to any person or entity, whether or not that content is protected by law.

**10.6.** We reserve the right to review any User-Generated Content and to take appropriate action against you in our sole discretion if you or your child violate the terms set out above or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your or your child's User-Generated Content or terminating your or your child's Account.



## 11. Disclaimers

**11.1.** The information provided in our websites is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. Users should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in our websites. The material on this website is provided 'as is', without any conditions, warranties or other Terms of any kind.

**11.2.** You should exercise no lesser degree of caution in appraising what you see on the website than you do offline. Your use of the website is entirely at your own risk.

**11.3.** You may not access the website from countries where its contents are illegal or unlawful. If you do access the website from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

**11.4.** We do not warrant that the functions contained in the website will be uninterrupted or error free, that defects will be corrected, or that the website or the server that makes it available is free of viruses or bugs or represents full functionality, accuracy or reliability of the materials.

## 12. Liability

**12.1.** We do not limit in any way our liability by law for fraud or death or personal injury caused by our negligence or breach of statutory duty or any other liability which cannot be excluded or limited under applicable law.

**12.2.** Subject to clause 9.1, you agree that we will not be liable for:

**12.2.1.** Any loss, disruption or damage to your data or your computer system; or

**12.2.2.** Any other loss or damages whatsoever (including, but not limited to, loss of profit or loss of use, direct, indirect or incidental loss) arising out of your use or inability to use our websites (including downloading or streaming from the website), their content, any information on or from the websites or any link to another website and whether such loss or damage arises in contract, tort (including negligence) or otherwise.

## 13. Links

**13.1.** Our website may contain links to third party websites. Such links are provided for your convenience only. We do not necessarily control such websites and are not responsible for their contents. The mere inclusion of such links does not imply any endorsement of the material on those websites or any association with their operators. If you decide to access any of the third-party websites linked to from this website, you do so entirely at your own risk. We cannot guarantee that these links will work all the time and we have no control over the availability of the linked pages.

**13.2.** If you wish to link from your website to our website you may do so only on the basis that you link to, but do not replicate, the home page, and subject to the following conditions:

**13.2.1.** The linking text must simply consist of the website address;

**13.2.2.** You do not remove, distort or otherwise alter the size or appearance of any logos on the website;

**13.2.3.** You do not in any way imply that Itza is endorsing any products or services;

**13.2.4.** You do not misrepresent your relationship with Itza nor present any other false information about it;

**13.2.5.** You do not otherwise use any Itza trade marks displayed on our websites without our express written permission;

**13.2.6.** You do not link from a website that is not owned by you; and

**13.2.7.** Your website does not contain content that is distasteful, pornographic, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

**13.3.** At any time and at our complete discretion we reserve the right to withdraw the permission to make website links to our websites.

## **14. Severance**

If any of these Terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country which apply to these Terms, then to the extent and within that jurisdiction in which that Term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and the remaining Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

## **15. Waiver**

If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these Terms.

## **16. Events Beyond our Control**

We will not be liable to you for any delay in delivering any services or order or breach of our obligations, if the delay or breach is due to acts of God, civil commotion, riots, malicious damage, floods, drought, fire, legislation, failure of internet service provider or telecommunications provider or other cause beyond our reasonable control. This does not affect your statutory rights.

## **17. Law, Courts and Language**

These Terms, use of our websites and the supply of products and services by us are governed by and to be interpreted in accordance with English law. In the event of any dispute arising in relation to these Terms, use of our websites or in relation to the supply of any products or services by us the English courts will have jurisdiction over the dispute. These Terms and this website are provided in the English language only. If you have any questions relating to these Terms, please email us directly at [support@itza.io](mailto:support@itza.io).

*This document was last updated in September 2022.*

