

MyWilderKent User Agreement

Organisation: Kent Wildlife Trust

Registered Charity Number: 239992

By creating an account and using the *MyWilderKent* mobile and/or web application (the “App”), you (“User”) agree to be bound by the following terms and conditions (“Agreement”), which constitute a legally binding agreement between you and Kent Wildlife Trust (“KWT”, “we”, “us”, or “our”). Please read the terms carefully before proceeding.

1. Use of Uploaded Content

1.1. By uploading or submitting any photographs, images, or other content (“User Content”) to the App, you grant KWT a **perpetual, non-exclusive, royalty-free, transferable, and sub-licensable licence** to use, reproduce, publish, and distribute such content for purposes including, but not limited to, **marketing, publicity, reporting, and promotional use** related to the *MyWilderKent* project.

1.2. You represent and warrant that:

- (a) You are the lawful owner of all rights in the User Content or have obtained all necessary permissions or licences to upload and share the content;
- (b) Your content does not infringe any third-party rights;
- (c) You acknowledge that, unless marked as private via your profile settings, content may be **publicly visible and accessible** by other users and the general public.

2. Content Moderation and Account Termination

2.1. KWT reserves the right, at its sole discretion and without notice, to **remove or restrict access to any User Content** that is deemed inappropriate, offensive, unlawful, or in violation of this Agreement.

2.2. We further reserve the right to **suspend or delete user accounts** and to withdraw any associated rewards if terms are breached or if misuse of the App is detected.

3. Rewards

3.1. Any rewards earned through the App are **non-transferable and have no monetary value**.

3.2. The availability, nature, and continuation of any rewards remain **entirely at the discretion of KWT**, and may be **amended or withdrawn at any time**, with or without notice.

4. Data Visibility and Privacy Settings

4.1. Your user profile, completed actions, and related metadata are **publicly visible and searchable** unless you actively choose to mark them as private in your settings.

5. Communications

5.1. You consent to KWT contacting you via **email for operational purposes**, such as account management and updates related to the *MyWilderKent* project.

6. Data Processing and Storage

6.1. By creating an account and using the *MyWilderKent* platform, you are providing your explicit consent for KWT and its appointed project partners the right to **process, store, and report on any data** you provide via the App for purposes relating to project delivery, impact reporting,

research, and community engagement.

This consent forms the lawful basis for processing your data under Article 6(1)(a) of the UK General Data Protection Regulation (UK GDPR). You have the right to withdraw your consent at any time by contacting us at Data.Protection@kwtg.uk, though doing so may limit your ability to use the App.

6.2. Where applicable, your data may be aggregated and anonymised for reporting purposes.

6.3. If you opt-in to receive communications from us, your data may be stored securely within our **CRM, database, and mailing systems**, and used for contact via email or post in line with your mailing preferences.

6.4. All personal data collected through the App will be **stored and processed within the United Kingdom**, and will not be transferred outside the UK.

6.5. Data will be retained only for as long as necessary to fulfil the purposes stated in this Agreement or as required by applicable law.

7. Data Sharing and Protection

7.1. KWT will not share your personal data with third-party organisations **outside the scope of the MyWilderKent project**.

7.2. For more information on how we handle personal data, including our full Privacy Policy and contact information for our Data Protection Manager, please visit:

<https://www.kentwildlifetrust.org.uk/privacy-policy>

8. Your Rights Under UK GDPR

8.1. Under the UK General Data Protection Regulation (UK GDPR), you have the right to:

- Access the personal data we hold about you;
- Request correction of inaccurate data;
- Request erasure of your data;
- Object to or restrict certain types of processing;
- Request a copy of your data in a portable format.

8.2. To exercise these rights, please contact Data.Protection@kwtg.uk. We may need to verify your identity before processing your request. We will respond within one month, in accordance with UK GDPR requirements

9. Age Restriction

9.1. By creating an account or using the App, you confirm that you are at least 18 years old. Use of the App by anyone under the age of 18 is strictly prohibited. This restriction is in place to ensure compliance with applicable data protection and privacy laws, including the UK General Data Protection Regulation (UK GDPR).

10. General

10.1. This Agreement is governed by the laws of **England and Wales**.

10.2. If any part of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10.3. We reserve the right to update or amend this Agreement at any time. You will be notified of material changes. Continued use of the App following such updates constitutes your acceptance of the revised terms.