The Bright Side Referral Programme – Terms and Conditions

Last updated: 29-10-2025

These Terms and Conditions ("Terms") govern participation in *The Bright Side Referral Programme* ("the Programme"), operated by **The Bright Side Photography Limited** ("the Company", "we", "us", "our"). By submitting a referral, you ("the Referrer") agree to these Terms in full.

1. Programme Overview

The Bright Side Referral Programme rewards individuals who introduce nurseries that successfully join The Bright Side network and complete their first booking.

Participation is open to any individual or organisation meeting the eligibility criteria below.

2. Eligibility

- 2.1 The Programme is open to any person aged 18 or over, including members of the public, nursery staff, parents, and business partners.
- 2.2 There is no minimum number of referrals per participant; however, rewards will only be issued while programme capacity remains available (see Clause 10).
- 2.3 Nurseries referred must:
 - Be located within South West England; and
 - Have a rota of **50 or more children** registered or regularly attending.
 - 2.4 Existing nurseries already in contact with, or previously registered with, The Bright Side Photography Limited are **not eligible** for referral rewards.
 - 2.5 The Bright Side Photography Limited reserves the right to verify the eligibility of both the Referrer and the referred nursery at any stage.

3. Valid Referrals

- 3.1 A referral will be deemed valid when:
 - The referred nursery has not previously been in contact with The Bright Side Photography Limited;

- The referral includes accurate and verifiable contact information for the nursery; and
- The nursery subsequently joins The Bright Side network and completes its **first booking**, defined as the completion of its first confirmed photoshoot.
- 3.2 Referrals can be submitted through The Bright Side Photography Limited's official **online referral form** (accessible via QR code or website), or via direct communication such as email or phone, provided sufficient contact information is supplied.

4. Rewards

- 4.1 Once a referred nursery fulfils its first booking:
 - The Referrer will receive a £60 Amazon voucher; and
 - The Nursery will receive an exclusive welcome package, which may include one or more of the following services at no cost:
 - A 360° virtual tour (with 12 months' hosting)
 - Professional marketing and/or staff photography
 - Customised marketing materials
- 4.2 The specific elements of the welcome package will be determined by The Bright Side Photography Limited based on the nursery's size (number of children) and operational needs.
- 4.3 Rewards will be issued **within seven (7) business days** after the referred nursery completes its first booking.
- 4.4 Rewards are non-transferable, non-exchangeable, and cannot be redeemed for cash or credit.

5. Exclusions and Disqualifications

- 5.1 No reward will be issued if:
 - The referred nursery fails to complete its first booking (e.g., cancels or does not attend the photoshoot);

- The same nursery is referred by more than one person in such cases, the first verified referral received will take precedence;
- The referral information is incomplete, inaccurate, or unverifiable;
- The referral breaches any applicable law, regulation, or these Terms.
- 5.2 The Bright Side Photography Limited reserves the right to disqualify any participant suspected of abuse, fraud, or behaviour inconsistent with the spirit of the Programme.

6. Communication and Delivery

- 6.1 All communication regarding referrals will be conducted via email or phone.
- 6.2 Vouchers will be sent electronically to the Referrer's registered email address.
- 6.3 The Bright Side Photography Limited accepts no responsibility for incorrect email details or delivery failures outside its control.

7. Data Protection

- 7.1 By submitting a referral, the Referrer confirms they have the referred nursery's consent to share their contact details with The Bright Side Photography Limited for the purpose of Programme participation.
- 7.2 All personal data will be processed in accordance with The Bright Side Photography Limited's Privacy Policy, in compliance with the UK GDPR and Data Protection Act 2018.
- 7.3 Personal data will only be used for administration of the Programme and will not be shared with third parties except where required by law.

8. Liability

- 8.1 The Bright Side Photography Limited accepts no liability for any loss, damage, or disappointment arising from participation in the Programme.
- 8.2 Nothing in these Terms excludes or limits liability for death or personal injury resulting from negligence, fraud, or fraudulent misrepresentation.

9. Changes and Termination

- 9.1 The Bright Side Photography Limited reserves the right to amend, suspend, or terminate the Programme at any time without prior notice.
- 9.2 In the event of termination, any valid referrals received before closure will be honoured in accordance with these Terms.

10. Programme Availability

- 10.1 This offer is available only until The Bright Side Photography Limited's **remaining partnership** capacity is filled.
- 10.2 Once all available nursery partnership spaces are allocated, the Programme will automatically close, and no further referrals will be accepted.

11. Governing Law

These Terms are governed by and constructed in accordance with the laws of **England and Wales**, and any disputes arising shall be subject to the exclusive jurisdiction of the English courts.

12. Contact

For questions regarding the Referral Programme, please contact:

- mm@thebrightside.uk
- https://www.thebrightside.uk/about-4