

## **Terms and conditions**

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## **Contributions to visitleevalley.org.uk**

3. When you submit any contribution to visitleevalley.org.uk (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant the Authority a perpetual, royalty-free, non-exclusive, sub-licensable licence to use your material. This includes the right to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, in accordance with privacy restrictions.
4. If you do not want to grant to the Authority the rights set out above, please do not submit your contribution to visitleevalley.org.uk
5. You will retain the copyright in your submission and this permission is not exclusive, so you can continue to use your material in any way. Please be aware that online photographs or other material can be copied by anyone viewing them and the Authority cannot accept any liability for any damages that arise.
6. If you are under 16 years of age, you must obtain permission from your parent or guardian before submitting any photographs or any other contribution to visitleevalley.org.uk.

7. Never reveal any personal information about yourself or anyone else
8. (such as telephone number, email address, postal address etc).
9. Please do not endanger yourself or others, take any unnecessary risks or break any laws when creating content you may share with [visitleevalley.org.uk](http://visitleevalley.org.uk).
10. We usually show your name with your contribution, unless for operational reasons this is not possible. If you do not wish your name to be shown, then please make this clear when you submit your contribution.

Further to paragraph 5, by submitting your contribution to [visitleevalley.org.uk](http://visitleevalley.org.uk), you:

11.1 warrant that your contribution:

11.1.1 is your own original work and that you have the right to allow the Authority to use it for the purposes specified above;

11.1.2 is not defamatory;

11.1.3 does not infringe any laws or promote an illegal act;

11.1.4 does not violate, plagiarise or infringe the rights of the Authority or third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights; and

11.1.5 that you have the consent of any person who is identifiable in your contribution (or the consent of their parent/guardian if they are under 16).

11.2 indemnify the Authority against all legal fees, damages, losses, costs and liabilities that may be incurred by the Authority as a result of your breach of the above warranty; and

11.3 waive any moral rights in your contribution for the purposes of its submission to and publication on [visitleevalley.org.uk](http://visitleevalley.org.uk) and the purposes specified above.

In addition to the requirements contained in paragraph 11, the following are not permitted when submitting any contributions to [visitleevalley.org.uk](http://visitleevalley.org.uk):

12.1 contributions which contain:

12.1.1 anything unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually orientated, racially offensive or otherwise objectionable;

12.1.2 any swearing or offensive language; or 12.1.3 advertising or promotion of any product or service;

12.2 impersonation; or

12.3 spamming or flooding.

The Authority reserves the right to delete any contribution at any time for any reason.

### **Disclaimers and Limitation of Liability**

13. The Authority is not responsible for any content posted by members of the public on [visitleevalley.org.uk](http://visitleevalley.org.uk) or for the availability or content of any third party sites which are

accessible through [visitleevalley.org.uk](http://visitleevalley.org.uk). Any views expressed by members of the public are theirs and, unless specifically stated, are not those of the Authority.

14. Any link to a third party website does not amount to endorsement of that website by the Authority and any use of that website by you is at your own risk.
15. The content of [visitleevalley.org.uk](http://visitleevalley.org.uk) is provided "as is" and on an "is available" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. While we try to ensure that all content provided by the Authority is correct at the time of publication, no responsibility is accepted by the Authority for any errors, omissions or inaccurate content.
16. Under no circumstances will the Authority be liable for any of the following: losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of [visitleevalley.org.uk](http://visitleevalley.org.uk) regardless of the form of action, save that nothing in these terms limits or excludes the Authority's liability for death or personal injury caused by its proven negligence.
17. The Authority does not warrant that functions contained in [visitleevalley.org.uk](http://visitleevalley.org.uk) content will be uninterrupted or error free, that defects will be corrected, or that [visitleevalley.org.uk](http://visitleevalley.org.uk) or the server that makes it available are free of viruses or bugs.

### **General**

18. The Authority may from time to time run competitions or other promotions on [visitleevalley.org.uk](http://visitleevalley.org.uk).
19. These will be subject to additional terms and conditions that will be made known to you at the relevant time.
20. If any of these terms are determined to be illegal, invalid or otherwise unenforceable, then to the extent to 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.
21. The failure or delay to exercise or enforce any right in these terms does not waive the Authority's right to enforce that right.
22. These terms shall be governed by and interpreted in accordance with the laws of England and Wales, whose courts shall have exclusive jurisdiction over any disputes.

### **Do's**

- Post photos/videos of something in the Lee Valley Regional Park
- Post photos/videos with a difference – have you seen anything weird or wonderful, freaky or fantastic in the Regional Park?
- Post photos/videos of you, your friends and family

- Get the permission of any person who is identifiable in your photo/video (or their parent or guardian's permission if they are under 18)
- Have fun with your photos/videos
- Honestly rate our other visitors' photos/videos – you'd want them to do the same to yours!
- Use jpeg or jpg files
- Get permission from a parent or guardian if you are under 18 years of age

**Don'ts:**

- Send us any photos/videos over 2MB
- Post photos/videos that have not been taken in the Lee Valley Regional Park
- Post other people's photos/videos or things that you've collected from around the internet. If you don't own the copyright, don't upload it
- Swear or use offensive language
- Post messages or photos/videos that are unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually orientated, racially offensive or otherwise objectionable
- Post personal information. No telephone numbers, email addresses, postal addresses, places of employment etc of you or anyone else
- Spamming or flooding. Don't post the same or similar thing more than once
- Post adverts, product or service promotion or web links (URLs)
- Post photos/videos of you drunk or drinking irresponsibly
- Post photos/videos of you breaking the law