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## TERMS & CONDITIONS

'MassisolationFORMAT' is a project run by FORMAT International Photography Festival which is Directed by QUAD, a registered charity. The Project will culminate in a 'not for profit' public exhibition which includes a digital platform hosted by The Peoples Picture, a research project and archive on Covid19 and visual culture by LCC/UCL/PARC and an online, projected and printed exhibition in FORMAT21 in selected venues. Plus an international touring slideshow of project highlights featuring a curated group of submissions by participating artists.

These Terms and Conditions constitute an agreement between you, FORMAT International Photography Festival and QUAD (**'FORMAT' 'The Organisers' 'we' 'us' OR 'our'** )

You retain all copyright of your photography, however you give us a non-exclusive license to use it for the purposes of the project including our partners 'the Peoples' Picture', 'LCC/PARC/UCL', 'Derby Museum and Art Gallery', FORMAT/QUAD affiliated Sponsors/Funders and those that we may authorise (**the 'Authorised Parties'**). We refer to the photography and other content ( your photography, name, instagram profile, story and website ) provided by you (**'Photography'**) for the purposes of a 'MassisolationFORMAT' (**'Project'**). By uploading your photography, posting and sharing your photography online or on on social media platforms with the following hashtag #massisolationformat or #massisolation or tagging @massisolationformat or @formatfestival and any of our associated websites or authorised parties websites, you agree to be bound by the Terms and Conditions of this agreement.

These Terms and Conditions confirm the terms of the agreement between us whereby you have agreed to grant to us a licence to include your Photographs in our #massisolationFORMAT related projects. We may make alterations to these Terms and Conditions from time to time. If you continue posting and sharing your photography, this will indicate your acceptance of these terms and conditions as altered. We may notify key changes to you but you should review these terms and conditions from time to time to ensure you are aware of any changes. Where appropriate we may notify you of changes by email or by putting a notice on the website. We have agreed the following:

### 1. GRANT OF LICENCE

1. In consideration of the opportunity to take part in the Project and for other good and valuable consideration, you hereby grant to us, and the authorised partners a **non-exclusive licence** to use the Photography and associated content including your name, instagram profile, story and website for the full period of copyright in it including all periods of renewal, extension and revival of the copyright and thereafter in perpetuity and all necessary consents including under the Copyright, Designs and Patents Act 1988 as amended from time to time or any enactment that replaces it to enable us to change, publish, distribute, exhibit, adapt, modify, crop, collage,



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montage, animate, digitally transform and otherwise use the Photography for the purposes of the Project whether alone or incorporated in or in conjunction with other works worldwide and in all media whether now known or hereafter devised including but not limited to print, in national and international press, magazines or books, QUAD/FORMAT newsletters, in promotional material, a form of a presentation of the work on the internet and social media, use for academic and scholarly purposes, oral and visual presentations to the public and exhibitions or in any other medium, at our and our Authorised Parties' discretion ("**Licensed Rights**").

## 2. PROJECT

2.1 Under these Terms and Conditions we give you the opportunity to take part in the Project and whilst we will make efforts to include the Photography in the Project, we cannot guarantee it. The photography will be selected by our curatorial team, only a selection will be featured in the final project. All participants will be notified.

2.3 Copyright remains with you at all times and wherever possible we will notify the artist about the use of your photography in related press, media and other relevant placements, image credits/artists' names will be presented with the images. Any failure by us to accord such credit and any failure by any third party to accord such credit shall not constitute a breach of these Terms and Conditions by us.

2.2 As part of the Project, you agree to provide relevant information concerning the Photography including but not limited to the names of the subjects of the Photography and any stories behind the Photography and those featured in the Photography ("**Information**").

2.3 By providing the Information, you agree for us to use, exhibit, publish, distribute, and otherwise use and exploit the Information for the purposes of the Project, whether alone or in conjunction with other works worldwide and in all media whether now known or hereafter devised.

2.4 If you wish to withdraw or delete your photography from the project and any associated content you understand that we are only able to do this within a reasonable time frame with 7 days written notice by writing to our email address [info@formatfestival.com](mailto:info@formatfestival.com) If the photography has already been printed, published or distributed by the press or those we authorise we cannot guarantee or warranty it's removal.



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### 3. YOUR UNDERTAKINGS

3.1 You hereby warrant and undertake that: (a) you are the sole owner of the Licensed Rights and/or you have full authority to enter into this letter agreement; (b) the Photography does not infringe the rights of any third party and the use of the Photography does not violate the rights of any third parties; (c) the Photography does not incorporate any material that infringes the copyright or any other rights of any third party, including any right of confidentiality or privacy, nor does it contain any obscene, blasphemous or defamatory matter, and its exploitation shall not place any person in contempt of court nor in breach of any provision of any statute; (d) you shall comply with the terms and conditions of any agreements which govern the use of the Photography provided by third parties; (e) you shall comply with all laws and regulations as they relate to these Terms and Conditions; (f) you shall provide all documentation and releases in respect of the Photography; (g) where the Photography depicts persons under the age of 18 years old that you are either the child's parent or guardian or have sought permission from the relevant parent(s) or guardian(s) to use this Photography; (h) you are not aware, having made full and reasonable enquiry, of any claim by any third party that the Photography or any pre-existing material incorporating the Photography or included within the Photography, or the exploitation of the Photography has infringed or will infringe any rights of any third party and you agree that you shall immediately inform us if you become aware of any such claim; and (i) you have secured all third-party permissions and releases necessary to grant the Licensed Rights to us and have made or will make in a timely manner all payments due to any such third parties necessary to enable us to exercise the rights granted to us under these Terms and Conditions. You hereby acknowledge that we shall not be liable for any such payments.

3.2 You hereby waive in favour of us and all our assignees and successors in title all moral rights in the Photograph to which you may be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world to the extent necessary for us to exploit the Licensed Rights subject to the terms of this licence.

3.3 You hereby agree to indemnify us and shall at all times keep us indemnified against all actions, proceeds, costs, claims and damages whatsoever incurred by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of the warranties and undertakings in these Terms and Conditions.

3.4 By uploading your photography, posting and sharing your photography online or on social media platforms with the following hashtag #massisolationformat or #massisolation or tagging @massisolationformat or @formatfestival and any of our associated websites or authorised parties websites, you understand and accept (and are able to understand and accept) the terms and conditions and you agree to be bound by them. You are also confirming that you have read our Privacy Policy (<https://formatfestival.com/privacy-policy/>) as well as our terms and conditions and



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agree to be bound by them. If you are under the age of 18 or don't understand these terms and conditions, please ask a parent or guardian to explain their meaning to you.

3.5 We reserve the moral right, without prejudice to request the immediate removal and report to the social media platform of the hashtag on the uploaded, shared photography (#massisolationformat or #massisolation or tagged as @massisolationformat or @formatfestival ) if we consider that the photography is not original or referenced, or if the entries are illegible, explicit, contravene our policies, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft or if it is perceived to bring our organisations or partners into disrepute.

#### **4. CREDIT**

4.1 Where it is possible to do so, we will credit you as an author of the Photography or as a contributor to the Project.

4.2 Any failure by us to accord such credit and any failure by any third party to accord such credit shall not constitute a breach of these Terms and Conditions by us.

#### **5. DATA PROTECTION**

5.1 For the purposes of the administration and management of your engagement, the operation of our business and compliance with applicable procedures, laws and regulations, we and, where relevant, our duly authorised parties, agents, advisers, and employees will need to collect, store and otherwise process your personal data. This will be both electronically and manually (including information contained in email, email attachments and other forms of electronic communication).

5.2 You acknowledge that we are a data controller for the purposes of the EU General Data Protection Regulation (GDPR) and, when in force, the Data Protection Act 2018 ("**Data Protection Legislation**"). It is important that you read, understand and comply with our policies, notices or other information regarding personal data.

5.3 You shall, in relation to any personal data processed in connection with your obligations under this agreement:

5.4 Subject to clause 5.5, you shall notify us immediately if you:

- a. receive a data subject access request (or purported data subject access request);
- b. receive a request to rectify, block or erase any personal data;
- c. receive any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;



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- d. receive any communication from the Information Commissioner or any other regulatory authority in connection with personal data processed under this agreement;
- e. receive a request from any third party for disclosure of personal data where compliance with such request is required or purported to be required by law; or
- f. become aware of any data loss.

5.5 Your obligation to notify under clause 5.4 shall include the provision of further information to us in phases, as details become available.

5.6 Taking into account the nature of the processing, you shall provide us with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 5.4 (and insofar as possible within the timescales reasonably required by the Company) including by promptly providing:

- a. us with full details and copies of the complaint, communication or request;
- b. such assistance as is reasonably requested by us to enable us to comply with a data subject access request within the relevant timescales set out in the Data Protection Legislation;
- c. us, at our request, with any personal data you holds in relation to a data subject;
- d. assistance as requested by us following any data loss;
- e. assistance as requested by us with respect to any request from the Information Commissioner's Office, or any consultation by us with the Information Commissioner's Office.

5.7 For the purposes of these Terms and Conditions and compliance with applicable procedures, laws and regulations, we and, where relevant, our duly authorised agents, advisers and employees will need to collect, store and otherwise process your personal data. It is important that you read and understand our Privacy Policy, which sets out how we use data relating to you and it forms a part of these Terms and Conditions. Our Privacy Policy can be found <https://www.derbyquad.co.uk/privacy-policy>.

5.8 Where we decide the purpose or means for the processing of the personal data that you provide when using the Website, we are the "controller" responsible for your personal data. We will comply with all applicable data protection laws, including the General Data Protection Regulation 2016/679 and the (UK) Data Protection Act 2018. Where the client decides the purpose or means for the processing of the personal data that you provide when using our services, we are the "processor" responsible for your personal data. We will comply with all applicable data protection laws, including the General Data Protection Regulation 2016/679 and the (UK) Data Protection Act 2018.



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## **6. RIGHT TO ASSIGN**

6.1 We shall be entitled to assign, license or deal in any other manner with any or all of our rights and obligations under these Terms and Conditions. You shall not be entitled to assign, license or deal in any other manner with any or all of your rights and obligations under these Terms and Conditions.

## **7. GOVERNING LAW**

7.1 These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **8. JURISDICTION**

8.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.

**If you have any questions about these terms and conditions, please contact [info@formatfestival.com](mailto:info@formatfestival.com)**