

# **External Contributors Policy**

*January 2020  
Real Terryo Group*



## **Terms & conditions for freelancers, bloggers and contributors of user-generated content**

*The following Terms relate to Real Terryo Group, [www.Realterryo.com](http://www.Realterryo.com) and other paper and online publications owned by Real Terryo Group (RTG) or Bong Games News (BGN) (jointly and separately referred to in these Terms as 'the Company').*

*These Terms set out both the Company's agreement with freelance contributors to its publications, and with external contributors to the Company's Website.*

*'Material' means any copyright work as set out in the copyright legislation and covers Material intended for publication as well background Materials which have been used directly or indirectly for Material intended for publication.*



*By submitting Material for publication, or by agreeing to prepare Material for publication or by using the Website you agree to be legally bound by these Terms which will take effect immediately. If you do not agree to be legally bound by all of the following terms please do not access or contribute to the Website or offer your Material for publication.*

## **B. VARIATION OF THESE TERMS**

1. These Terms will not be varied, the only exception to that would be in the event that a Director of the Company or the Editor has expressly agreed in writing to a variation. If any Freelancer or external contributor is not happy with these Terms then they should not offer the Company any Material, nor accept a commission, nor post any comments on the Website including Blogs. Any Material posted or supplied to the Company for publication is deemed to have been supplied in full knowledge and acceptance of these Terms.
2. The Company may change these Terms at any time by posting the changes online and it is your responsibility to check them every time you: submit Material for publication, access the blog or forum areas of the Company's Websites or wish to make a comment. If any freelancer or blogger is not happy with these Terms then they should not offer us any Material or accept a commission from us. Any Material supplied to us for publication is deemed to have been supplied in full knowledge and acceptance of the most recent updated Terms as displayed on the Company's Websites. Your continued or renewed use of the Company's Websites after such changes are posted means you agree to be bound by these Terms as amended.

## **C. EXTERNAL CONTRIBUTIONS COVERED BY THESE TERMS**

### **Material supplied by:**

#### **1. Freelancers**

- The Company is happy to publish Material which is supplied by freelance contributors('Freelancers'); it is showcased in the titles daily and appreciated worldwide by readers and users of the Websites.
- Freelancers should be aware that these Terms are the terms of business that will apply to all Material you provide however supplied - commissioned, sent on spec or any other arrangement.

#### **2.Bloggers**

- The Company also considers and on occasion publishes Material which has been researched and written by 'Bloggers'. A 'Blogger' means an external contributor, whether a person, company or other kind of body whose Material appears on the designated blog sections of the Websites owned by the Company. These Terms similarly apply to all Material that Bloggers provide to the Company whether commissioned or sent on spec.
- Section D contains specific additional terms and conditions relevant to you if you are a Freelancer or Blogger (see below).

#### **3. Contributors of User-Generated Content**

- The Company wishes to encourage the broadest exchange of news and information to encourage stimulating, informative and above all intelligent debate. To ensure the debate flows freely, with only minimal intervention required of a respected publisher, access to and use of any forum by external contributors (including comments on blogs) hosted by The Company and all its associated Websites (together referred to as 'the Website') is also subject to the following terms and conditions. Your non-commissioned self-generated Contributions to any area on the Website and any comments you post on content on the Website are called User-generated content or UGC (referred to as the 'Contribution'. They are also commonly known as 'citizen journalism', 'social media' or 'participatory media'.
- Section E contains specific additional terms and conditions relevant to you if you are a contributor of User-Generated Content (see below).

## **D) FREELANCERS AND BLOGGERS:**

### **D.1 RIGHTS IN THE MATERIAL**

#### **Summary:**

It is very important for both parties that there is a clear understanding early on over who can exercise which rights in the Material. As is the case with other publishers, the Company needs to have certain rights to allow it to make further use of the contents of the newspaper titles and Websites.

In addition to the content of the Company's publications appearing online on the Website, Material is also supplied by the Company to the websites of other third party hosts, thereby ensuring that the quality writing the Company publishes is widely available to interested readers on a variety of websites.

Content is further supplied by the Company to a range of newspapers, magazines, websites, on mobile and tablet apps, and other media outlets rights are licensed to a range of third parties.

**The Company will require the exclusive right to first publication in any medium in the case of commissioned Material; if not, this will be made clear to you in writing by your editorial contact at the Company. There may be occasions when there is a delay in publishing your Material. Should this be the case, after a reasonable time has elapsed from the date when you submitted your Material, it may be possible to request a waiver by the Company of its exclusive right to first publication of your Material. Such a variation to these Terms must be negotiated with your editorial contact at the Company in writing.**

Unless otherwise agreed:

(a). You retain copyright.

(b) The Company has the following rights, which are worldwide, perpetual, irrevocable and sub-licensable, and, are exclusive for one year from the date of delivery of your Material and non-exclusive thereafter:

(b)(i) the right to syndicate, distribute, license, republish or retransmit the Material in all present and future media and formats, including print, electronic, online, telephony, mobile and tablet apps and all others and

(b)(ii) the rights in the title, format and any pseudonym used in respect of your Material.

(c) In addition the Company also has the following non-exclusive rights which apply to all your Material submitted to the Company and any Contribution made by you to the Website, whether that includes text, photographs, graphics, video or audio in any format:

(c)(i) the right to store your Material in any database or archive in any present or future media or format. You are free to store and allow access to your Material on databases for personal purposes provided nothing competes or conflicts with the rights you have granted the Company; and

(c)(ii) in respect of all of the above, the right to translate, amend, cut or alter your Material as the Company thinks appropriate.

(c)(iii) the right to authorise NLA Media Access (“NLA”) to distribute or license the distribution of your Material for NLA’s licensed acts and purposes as amended from time to time.

(d) The exercise by you of any of these rights is conditional on it not leading to any conflict of interest with the Company, and to your procuring a proper acknowledgement to the Company and its product is given on any further use of your Material together where possible with a link to the Material on the Website.

(e) You agree that the Company can use an image of you in association with your Material for purposes of publicity, promotion and any other activity related to the exercise of its rights under these Terms.

## **D.2) PAYMENT / CONSIDERATION**

D.2.(a) If your editorial contact from the Company has agreed to pay you a fee for your Material, such a fee will be a single all-inclusive fee for all the rights granted above (including the syndication rights in D.1). If such a fee has been agreed, and there follows a one-off syndication of an individual Contribution to an end-user customer for print publication, you will additionally receive 50% of the net revenue received by the Company.

The Company operates a self billing system for the payment of freelance Contributions. New Freelancers should supply their payment details and email address to the commissioning editor or the person to whom they have arranged to supply their Material, on the first occasion of supply. Unless any other rate or fee is agreed at the time of commission/agreement any payment will be made at the Company's prevailing rates.

Payment will be made at the end of the month following the month of publication of the Material.

D.2.(b) Whether or not a monetary fee has been agreed, you agree that for your Material to be considered for publication is adequate consideration for the rights granted herein.

### **D.3) EDITORIAL STANDARDS**

The reputation of the Real Terryo brand, around the world, is based on the editorial independence, integrity and high journalistic standards of the Company's publications. Anyone who supplies Material to any of the publications or contributes to the Website must ensure that their conduct and the Material they submit are ethical, legal and proper. In particular, Freelancers and Bloggers must comply with the Company's Code of Conduct and industry best practices (including the Editors' Code of Practice).

Should any complaint about your Material be made or intimated at any time before or after publication you should not respond in any way but promptly notify us. We must have sole and unfettered control over the handling of any complaint including the outcome or resolution. We will endeavour to discuss a complaint with you at relevant times. You agree to use your best endeavours to assist us in responding to a complaint, providing all possible cooperation promptly and fully whether or not specifically requested by us. This also applies to complaints you may receive about Material appearing in third party publications other than ours. This cooperation may, if we so request, include providing us with originals of your background Material and information, including access to your sources for our use for legal or compliance purposes. You will not at any time dispose of any materials which could be relevant to a potential complaint without our prior approval. You agree to notify us at once should you discover anything which could render your Material or a story wholly or partly based on your Material risky from a legal or regulatory point of view or potentially place you in breach of any of these Terms.

You agree that you will not talk to any person about a complaint without our prior approval and will maintain confidence in the story before publication and, as far as is appropriate, after publication.

One matter in the Company's Code of Conduct that requires immediate action is that you must tell us about any potential conflict of interest, whether actual or potential, as well as anything which could possibly be perceived as such. You should raise any issue, preferably in writing by email to the person with whom you have contact in the Company.

It is also a term of acceptance of your Material that you agree to comply with the Data Protection Act 1998.

If you have any query on these points, or uncertainty about any aspect of conduct or the Material you are submitting, you should raise it with the person with whom you have contact in the Company.

#### **D.4) WARRANTIES, INDEMNITIES AND LIABILITY**

D.4.(i). You warrant that the Material:

(a) is your own original work and that neither it, nor any exploitation or use which the Company might make of it, will infringe any person's rights, including but not limited to intellectual property, privacy, performance, data protection or any other right;

(b) is not defamatory of any person or entity; and

(c) is not likely to render you or the Company in contempt of court or in breach of any criminal law, including (but not limited to) improper obtaining, processing or disclosure of data, surveillance, harassment, trespass, bribery or any other law or regulation whether during the course of your journalistic activities or otherwise.

D.4.(ii). You hereby agree to indemnify the Company against all costs, claims, losses and liabilities incurred or suffered by the Company as a result of any breach of your warranties or obligations under these Terms.

D.5 To the extent permissible in law, the Company will not be liable for any loss including but not limited to the following (whether such losses are foreseen, known or otherwise) loss of data, loss of revenue or anticipated profit, loss of business, loss of opportunity, loss of



goodwill or injury to reputation, losses suffered by third parties, any indirect, consequential or exemplary damages.

## **E) EXTERNAL CONTRIBUTORS /USER-GENERATED CONTENT**

E.1. - In consideration of the rights granted herein, on condition that you comply with Clauses E.3 and E.4 below, your Contributions will be posted on the Website.

E.2. - In relation to UGC, when you submit any Contribution to the Website, whether that includes text, photographs, graphics, video or audio in any format, you agree by submitting your Contribution to grant the Company a perpetual, irrevocable, royalty-free, non-exclusive sub licensable right and licence to use, reproduce, modify, adapt, publish, translate, with respect to your Contribution worldwide and/or to incorporate your Contribution in other works in any media now known or later developed to the full term of any rights that may exist in your Contribution. If you do not wish to grant these rights please do not submit your Contribution.

E.3. - By submitting any Contribution to the Website you warrant that your Contribution is your own original work and that you have the right to make it available to the Company for all purposes and to grant the right and licence referred to above.

E.4. - You warrant that:

- (i). Your Contribution is not defamatory and does not infringe any law or person's rights; and
- (ii). You have taken all possible care to ensure that your Contribution will not attract any complaint.

E.5. - You indemnify the Company against all damages, legal fees and others expenses that may be incurred by it as a result of any breach of warranty.

E.6. - You agree to use the Website only for lawful purposes and in a way that does not infringe the rights of or restrict or inhibit anyone else's use and enjoyment of the Website. Contributions must be civil and tasteful.

The following are examples (but not an exhaustive list) of behaviour/action which is prohibited:-

- Anything abusive or threatening
- Material which is sexist, racist, homophobic, obscene or likely to harass or cause distress or be disruptive

- Swearing
- Spamming
- Multiple posting
- Advertising
- Impersonation

E.7. - You agree that should any Contribution by you be deemed, in the Company's sole judgment, to fall within these categories, or to be undesirable in any way for the good running of the Website or its reputation, or for any other reason, the Company reserves the right to delete such Contribution and/ or to block any further Contributions by the email address or IP address that you have used to make such Contribution without notice or explanation

E.8. - You must not reveal any personal information about yourself or anyone else (for example telephone number or home address). If you add a comment to a blog, be aware that your email and IP addresses will be traceable, and your user name and/or other images displayed on other sites such as Facebook may be displayed if, for example, your Contribution has been sent from your account on another social networking site.

E.9. - If you are under 16, you must get a parent or guardian's permission before making any Contribution.

E.10. - You may not copy, reproduce, re-publish, download, post broadcast, transmit, make available to the public or otherwise use the content of the Website/s in any way except for your own personal, non-commercial use, not to adapt or create a derivative work from any content except for your own personal non-commercial use.

E.11. - To the extent permissible in law, the Company will not be liable for any loss including but not limited to the following (whether such losses are foreseen, known or otherwise) loss of data, loss of revenue or anticipated profit, loss of business, loss of opportunity, loss of goodwill or injury to reputation, losses suffered by third parties, any indirect, consequential or exemplary damages.

E.12. - The Company does not warrant that the functions contained in the Website will be uninterrupted or error free or that the server which makes it available are free of viruses or bugs.

E.13. - You agree to the Company, at its sole discretion, publishing rewording or categorising Contributions, whether by means of ranking them according to their popularity or by any other criteria.

E.14. - The names, images and logos identifying the Company or third parties in their products and services are subject to copyright, design rights and trademarks of the Company and/or third parties. Nothing contained in these Terms should be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of the Company or any third party.

Any abusive comments should be reported to

[info@realterryo.co.uk](mailto:info@realterryo.co.uk)

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