Terms & COnditions for uploading images, photos and videos to the music in space portal

1. GENERAL

By uploading an image or video you guarantee that you have read these Terms and Conditions for uploading images, photos and videos (hereafter called: Image/s) to the Music in Space Portal (hereafter called: MISP) and that you agree to abide by all clauses within these Terms and Conditions.
You also understand and agree that nothing in this agreement obligates Music in Space to display or use your Images.

2. COPYRIGHT OWNERSHIP

By uploading an Image to the MISP you guarantee that you are the legal owner of the copyright of that Image, or have been awarded full and unrestricted rights from the copyright owner to upload and utilise the Image for the purposes of the Music in Space Message to the World campagn or any other distribution channels including, but not limited to the Music in Space websites, Music in Space social media accounts and, selected 3rd party websites.
Images that are considered to infringe the copyright or trademarks of other individuals, organisations or companies will be deleted.

3. THIRD PARTY RIGHTS

By uploading an Image you guarantee that such use of the Image in the MISP does not violate the rights of any other party, does not result in a breach of contract between you and another party and that you accept responsibility for any royalties or fees due to any other party from the use of the uploaded Image.

4. PEOPLE SEEN IN IMAGES

By uploading an Image you guarantee that any people which are clearly identifiable have consented to have their likeness printed or displayed, or that you have full rights to use the Image in this manner and accept full responsibility for such use.

5. ACCEPTING AND REJECTING IMAGES

All Images uploaded to the MISP will be assessed by the Music in Space Editor for suitability.
The Editor will either reject or accept each Image for use on the Music in Space channels.
Images that are rejected will be deleted from the MISP entirely, with no copies remaining in the MISP system.
The decisions of the Editor are irrevocable.
Music in Space reserves the right to reject and remove any uploaded Image from display on its website, for any reason, at any time, without prior notice.

6. RESPONSIBILITY FOR CONTENT

When uploading an Image you are solely responsible for its content and for any offence, claims or damages that arise from the content of that Image.
The approval and publication of Images on their communication channels by an Music in Space Editor in no way alters or diminishes your responsibility.
Nor does it transfer any responsibility for the content of the Image to Music in Space or the Editor who approves the Image for publication.

7. RIGHTS GRANTED TO Music in Space

Music in Space does not claim any copyright or any kind of ownership rights to the Images you upload to the MISP.
However, by uploading an Image to the MISP you thereby grant to Music in Space and its licensees a royalty-free, non-exclusive, worldwide right to copy, crop, reproduce, edit, publish, display, distribute or otherwise use the image or video publicly in all languages and all media, whether now known or hereinafter devised in perpetuity.

8. NO DERIVATIVE WORKS OF USER IMAGES

Music in Space reserves the right to crop images or videos or to make adjustments to the brightness, exposure, colours or general appearance of any Image that it believes warrants such adjustment for the purpose of better display.

9. SELECTED IMAGES FOR PROMOTIONS

Music in Space may select certain Images that you upload to the MISP for promotional activities of Musice in Space’ business, including but not limited to: use in Music in Space’ own promotional materials either on-line or in printed form.

10. IMAGE CONTENT

You should only upload Images that are relevant and appropriate to the campaign Message to the World. You must not upload photographs that contain objectionable content, including but not limited to Explicit nudity, violence, and other offensive, illegal or inappropriate images or videos.
The content of some Images - particularly nudity - might be offensive to persons from cultures whose values differ from yours.
Thus Music in Space reserves the right to delete Images its Editors consider potentially offensive to some as 'sensitive.'

11. INDEMNITY FROM CLAIMS

You agree to indemnify and hold Music in Space and its subsidiaries, affiliates, officers, employees and representatives free from any claim or demand made by any third party due to or arising out of your uploading to the MISP of any Images or from any violation of any other party's rights caused by the use of or the content within the Images you upload.

12. UPDATING THESE TERMS AND CONDITIONS

Music in Space reserves the right in its sole and absolute discretion to alter these terms at any time for any reason without prior notice.
You are responsible for keeping yourself updated on any such changes herein that might affect you.

Date of last update: 14 April 2021