

'Get Outside During Covid-19' – Terms of Content Submission

Thank you for offering to provide information relating to how people can 'get outside' safely as the country continues to deal with the Covid-19 pandemic.

Clearly, we need to ensure that the information which will be displayed is as accurate and current as possible, that it adheres to Government guidance and it does not contravene any laws or third party rights. Accordingly, we ask that you read and accept the following 'terms' before submitting your content. If you have any questions please contact us.

By submitting content to OS (via OS's online submission form or otherwise) ('Your Content'), you / your Organisation (referred to as 'You') indicate that you accept these Terms. If You do not agree to any of the Terms, please refrain from submitting content.

Sharing Your Content

1. You will retain any intellectual property rights that You have in Your Content.
2. You grant OS a non-exclusive, world-wide, royalty free, perpetual, sublicensable right and licence to use, display, reproduce, distribute, communicate, publish, modify (for instance, reformatting) Your Content for the purposes of operating the OS GetOutside Covid-19 webpages and providing OS's website services. In addition, You grant OS the right to use Your organisation's name to acknowledge You as the source of Your Content.
3. Your Content will be displayed 'as is' on the OS Get Outside Covid-19 webpages ('Posting'). This means that subject to paragraph 5 below, the wording, locations and any outdoor activities that You have selected for Your Content will be displayed as provided by You in the Posting.
4. You agree to being responsible for the accuracy and currency of Your Content. If You identify that Your Content contains any errors or anything else that needs changing, You should re-submit Your Content (i.e. by copying and pasting the wording into the submission box and then making any tweaks). You should update Your Content as necessary in the same way. OS will replace and update the applicable Posting with Your Content.
5. Notwithstanding paragraph 3 above, OS may vet or make edits to Your Content, but OS is not obliged to do so. OS reserves the right to refuse or remove any of Your Content if OS reasonably believes that it: (i) breaches any of these Terms or the OS Privacy Policy; (ii) contains anything that infringes intellectual property rights; (iii) includes anything objectionable, unsuitable for purpose, unethical, misleading, obscene, illegal or would be likely to cause harm to the reputation of OS; or (iv) is no longer accurate, current or relevant. OS also reserves the right to remove any of Your Content as a result of a complaint or a request to do so.
6. Your Content must not include any bugs, viruses or anything that could cause disruption to the website.

Warranties and Liability

7. You / Your organisation agrees that:
 - a. You are either the sole owner of the intellectual property rights in Your Content, or that You are authorised to grant to OS the licence to use Your Content in paragraph 2 above.
 - b. Your Content does not infringe any third party intellectual property rights.
 - c. You have used reasonable efforts to ensure that Your Content is, and remains, accurate and up-to-date at the time of submission.
8. You are solely responsible for Your Content and the consequences of submitting it. Subject to paragraph 9 below, and to the maximum extent permitted by law, OS shall not be liable for any errors or omissions in Your Content or any loss, injury or damage of any kind whatsoever caused by Your Content.

9. Nothing in these Terms shall seek to limit the liability of You or OS for death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

General

10. Any personal data that you provide OS will be processed in accordance with OS's Privacy Policy available at the following link: <https://www.ordnancesurvey.co.uk/governance/policies/privacy>
11. A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
12. Nothing in these Terms is intended to create any legal partnership, joint venture between the parties, nor to create any agency relationship or authorise any party to make or enter into any commitments for or on behalf of any other party.
13. These Terms contain the entire understanding between the parties related to its subject matter.
14. OS may assign or transfer its rights under these Terms to any government body or other entity to which the relevant activities or functions of OS have been transferred.
15. These Terms shall be governed by, and construed in accordance with, the laws of England and Wales.