

Kempsey Shire Council Social Media Content Use Terms and Conditions

1. By permitting Kempsey Shire Council to use particular Content (by affirmatively answering a request from us or on our behalf on social media or otherwise indicating your agreement for KEMPSEY SHIRE COUNCIL to use your Content), you agree to be bound by these Terms. Please read and ensure you are in agreement before proceeding.

2. In these Terms “Content” refers to the photo [and/or video, including any sound] and accompanying text posted through your account on social media, accompanying metadata such as time and place of creation, your username, and links to your social media profile.

3. You grant KEMPSEY SHIRE COUNCIL a right to use and display the Content, in any media, worldwide, for any lawful commercial purpose, in original or edited form, including: on KEMPSEY SHIRE COUNCIL’s social media accounts, websites, blogs, digital displays, advertising, and generally in the promotion of KEMPSEY SHIRE COUNCIL’s products or services. Such rights also extend to KEMPSEY SHIRE COUNCIL’s subsidiaries, affiliates, agents, employees, representatives, assigns, licensees, and anyone else acting on behalf of KEMPSEY SHIRE COUNCIL.

4. The rights that you grant to KEMPSEY SHIRE COUNCIL to use your Content are perpetual and irrevocable and you may not cancel or withdraw your permission for KEMPSEY SHIRE COUNCIL to use your Content. However, this does not affect your or any other person’s rights in relation to personal data as referred to below.

5. The rights you grant to KEMPSEY SHIRE COUNCIL are non-exclusive and (subject to KEMPSEY SHIRE COUNCIL’s rights) you retain all rights to use the Content for your own purposes. KEMPSEY SHIRE COUNCIL will not pay any royalties or compensation to you or any third party for use of the Content. Use is at KEMPSEY SHIRE COUNCIL’s discretion and KEMPSEY SHIRE COUNCIL is not obliged to use your Content in any particular way or at all.

6. You agree that you do not have any right to review, approve, or object to KEMPSEY SHIRE COUNCIL’s use of your Content or advertising copy, or to be identified as the author/creator of the Content.

7. KEMPSEY SHIRE COUNCIL respects applicable laws and the rights of others and wishes to avoid using any content that does not. By agreeing to these Terms you represent and warrant to KEMPSEY SHIRE COUNCIL that:

(a) the Content is your original work and you own it and all intellectual property rights in it and have all necessary rights to grant KEMPSEY SHIRE COUNCIL the rights set out in these Terms (including in relation to copyrights, trademarks, private or public buildings, performances, sounds, and music) or, if you are not the owner of such rights, you have already obtained permission from the owner of such rights, and will inform us if this is incorrect or such permission is withdrawn at any time;

(b) KEMPSEY SHIRE COUNCIL’s use of your Content as provided herein will not infringe intellectual property, privacy, image, performance, or publicity rights, or any other rights of any third party, require the payment of any compensation to any third party, or breach any applicable laws;

(c) nothing in your Content will be illegal, defamatory, obscene, or threatening to any third party; and

(d) you are over 18 years of age and have the right to agree to these Terms.

8. You will hold KEMPSEY SHIRE COUNCIL harmless and indemnify KEMPSEY SHIRE COUNCIL against any actions, loss and damage arising out of any claims by third parties in connection with the Content, including for breach of intellectual property, data protection, privacy, image, performance, or publicity rights.

9. The Content may contain information about you or identifiable individuals which constitutes personal data under applicable laws.

10. By agreeing to these Terms you give your consent to the processing of such personal data by KEMPSEY SHIRE COUNCIL for the purposes set out in these Terms.

11. Where any personal data relating to any other person appears in the Content you warrant that you also have obtained their consent for processing of such personal data.

12. KEMPSEY SHIRE COUNCIL will process personal data included in the Content or otherwise provided to us in connection with our use of the Content in accordance with all applicable data protection laws and our privacy policy available here: <https://ksc.pub/Privacy>.

13. KEMPSEY SHIRE COUNCIL is the controller of your personal data and individuals can obtain further information or exercise any of their legal rights by contacting KEMPSEY SHIRE COUNCIL at: [insert details]. KEMPSEY SHIRE COUNCIL also engages data providers or service providers to assist with the processing of personal data, including Qubeeo Limited, located in the UK, who provides content curation, hosting, showcasing, and analytics services.