

CONTENT SUBMISSION CONDITIONS

Name: _____
Address: _____
Email address: _____
Age: _____
Contact telephone number: _____
Date: _____
Format of submission material: _____

PLEASE SEND YOUR MATERIAL TO: [*Working title – Totally Marry me I'm Jodie*]

You have indicated that you wish to submit to Zig Zag Productions Limited ("Zig Zag") photographs, videotapes or other recorded materials of yourself for Zig Zag's review and/or inclusion in Zig Zag's programme entitled [*Totally Marry me I'm Jodie*].

By uploading your material and clicking the "I agree" button on the [*Totally Marry me I'm Jodie*] website you confirm that you accept the terms of these Submission Conditions. Where you send your material by post, you must print these Submission Conditions and the completed Questionnaire, complete your details and sign in the space provided and return it to Zig Zag along with your photos, tapes, DVD's or discs, to confirm that you accept the terms of the Submission Conditions.

You should also read our privacy policy at www.marryjodiemarsh.com which applies to all of your dealings with us and explains what use we will make of any personal information you may give us.

1. OUR DETAILS

"We", "us" and "our" means Zig Zag Productions Limited. Our principal place of business is at [*13-14 Great Sutton Street, Clerkenwell, London, EC1V 0BX*]. Our VAT number is [*564494118*]. If you have any questions or concerns you can contact us at: [*application@marryjodiemarsh.com*].

2. MATERIAL SUBMITTED BY YOU

You should only provide material that you are willing for other people to see. In the recorded material you submit to us, you should be careful not to disclose your personal information (for example your full name, address or financial details) however you must still complete your details as required by these Submission Conditions.

Your age

You must be 18 or over to submit material to us.

Uploading and licence

By sending us any material (including photos, artwork, messages, videos and images) you agree to grant us a non-exclusive licence to use your material in the ways set out below.

Your material still belongs to you. We do not claim any ownership rights in your material. This means that you continue to retain all ownership rights and you may still use your material in any way you choose, including licensing that material to other parties and/or websites.

How we may use your material

In exchange for allowing you to submit your material and make it available to the public via online and broadcast services, you grant us (for the full term of any rights that may exist in your material) the non-exclusive, worldwide, irrevocable, sub-licensable right to use your material as follows (without payment to you or any third party):

- We have the right to sublicense our rights in your material to third parties in the normal course of our business.

Why? We need this right so we can allow our distribution partners (for example internet service providers or mobile network operators) to host your material and also so that we can distribute your material to other companies, such as television broadcasters and website owners for them to use on their services. There is

no restriction on us obtaining advertising or sponsorship revenue in connection with your material (for example selling advertising space next to your materials).

- We can play, publish, make available to the public, perform, display, reproduce, distribute and otherwise use your material on television channels owned and operated by us or any third party worldwide and on any other media whether now known or invented in the future (including, without limitation, websites and mobile phone services) (the "Services").

Why? We need these rights so that we can show your material to the general public on the Services, for example to broadcast them on television channels and to stream from websites.

- We and any authorised third parties have the right to host, store, copy, modify, adapt, edit, translate, create derivative works from, incorporate into other works, and/or otherwise treat in any way your materials at our discretion.

Why? We and any authorised third parties need these rights so we can use your material efficiently on the Services. For example so that we can put your material into a technical format compatible with the Services, or to edit or incorporate your material into other programming, or cut the duration of your material in order to meet television scheduling requirements.

- We may (but we are not obliged to) identify you as the creator or author, for example by displaying your name or any photograph of you that you may have submitted when your material appears on the Services.

You waive any "moral" rights in your material for the purposes of us using it in accordance with these terms. Your moral rights include the right to be identified as the author and the right to object to derogatory treatment of your material. We need this waiver because we may not always be able to identify you (or other users who have submitted content) as the author, and we need to be able to edit or treat your material in our editorial judgment.

We have the right not to exhibit your material on any of the Services or any other media, and the right to remove your material, or links or any other means of access to your material, from the Services at our discretion at any time.

Your promises

It is very important that the material you submit is your own work. Material that you did not create yourself, or that includes images of people or information about people without their permission can result in serious liability to us and to you.

Accordingly, you promise that:

- You are the only creator, author and owner of the materials you submit, or if you are not the exclusive owner you have received written consent from the owner to submit the materials and to grant us the rights to use the materials as set out above.
- Our use of your materials will not infringe any intellectual property or other rights of any third party (for example trade marks, copyright, privacy rights). This means that, if your materials contain any underlying copyrights such as music, lyrics, film footage, artwork or other copyright material owned by any other person you confirm that you have obtained all necessary consents in writing (including from other people appearing in your materials) necessary for us to use your material as set out above.
- The materials will not contain anything that is defamatory, offensive or illegal.
- Your materials are free from any right or claim by anyone under any recording contract, publishing contract, or any union, guild or collecting society such as the Performing Right Society and you agree that you will inform us immediately if this status changes.

Moderation of materials

We do not necessarily (and are not obliged to) pre-moderate any material that you submit to us, but we reserve the right to monitor any material submitted and you now consent to any such monitoring.

3. LIABILITY

We will not be liable to you (whether as a result of contract law, tort, statutory duty or otherwise) for any loss or damage arising from or in any way connected with your submission of material to us in respect of any losses:

- that are related to a business or commercial undertaking
- that were unforeseeable
- that are related to loss of opportunity, loss of goodwill or injury to reputation

- that are caused by loss of data, or computer virus
- in respect of infringement of rights arising as a result of a third party linking to our online services and causing our content to be viewed within the pages of any other website
- that are due to your fault, for example if you have provided incorrect information to us

We do not in any way seek to limit or exclude our liability to you for death or personal injury or any loss arising as a result of fraud.

4. COMPENSATION

You will be required to compensate us in full for all of our losses caused by you breaking any of the promises contained in these Submission Conditions, including losses we suffer by virtue of someone else bringing a claim against us in connection with the material you submit.

5. SEVERABILITY

Each provision of these terms excluding or limiting liability is to be construed separately and will apply and survive even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances. Each of the provisions of these terms excluding or limiting liability will remain in force notwithstanding any termination of these terms.

6. NO WAIVER

No waiver of any rights by either you or us will be taken as a waiver of any other rights you or we may have. For example if we waive our rights to complain about a particular breach of these terms by you it does not prevent us from complaining about other breaches.

7. GOVERNING LAW AND JURISDICTION

These terms are governed by the laws of England and both you and we agree to submit to the non-exclusive jurisdiction of the English courts.