



USER-GENERATED *content policy*

We often reach out to guests via our social media pages, to ask if we can feature their content on our own social media channels.

By providing you with the opportunity to feature your content on our social media channels and by responding to a request asking for permission to feature your content with a "yes", "thank you" or similar, or by 'liking' our comment asking for permission, you agree to the following:

- We can use your content and username handle on any of the Moddershall Oaks social media channels (including, but not limited to Facebook, Instagram, Twitter and LinkedIn)
- We can edit, crop, adapt, or modify the content (in a way that is respectful of and not derogatory of the content in relation to its original format)

All posts and content tagged with #moddershalloaks (the Moddershall Oaks hashtag) and/or @moddershalloaks (the Moddershall Oaks handle), including variants for spelling mistakes, grammatical differences, or similar, shall be referred to in this policy as "UGC".

1. You hereby grant to Moddershall Oaks a worldwide, perpetual, irrevocable (subject to your rights at paragraph 5), non-exclusive, assignable, royalty-free licence and all necessary permissions and/or consents required (with full right to sub-license) to use, reproduce, exploit, publish, modify and alter your UGC including, without limitation, the right to adapt, alter, amend or change your UGC.
2. Any UGC you provide will be considered non-confidential and non-proprietary.
3. You hereby warrant and represent that:
 - a) you own all rights in the UGC;
 - b) if your UGC contains any material that is not owned by or licensed to you or which is subject to third party rights, you are responsible for obtaining, prior to our use of your UGC, all releases, consents and/or licenses necessary to permit our use of your UGC.
 - c) you have obtained permission from any person(s) identifiable in the UGC to grant the rights specified in this policy, or where those person(s) are aged 18 years or under, you either:
 1. are the parent or legal guardian of such identified person(s); or
 2. have obtained the express consent from a parent or legal guardian of such identified person(s) to their appearance in the UGC and to you submitting the UGC to the Moddershall Oaks channels;
 3. your UGC (including its use, publication and/or exploitation by us) shall not:
 - a) infringe the copyrights or database rights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any other person or entity;
 - b) be abusive, offensive or contain otherwise inappropriate language;
 - c) contain remarks that repeat criminal accusations, false, defamatory or misleading statements;
 - d) contain profanity, blasphemy, spiteful, racist, sexually explicit, sexually gratuitous or discriminatory comments or content that might be considered to be harassment, abuse or threats against the personal safety or property of others;
 - e) contain material which impersonates others or personal information about anyone, including yourself, such as phone numbers, postal addresses or credit card numbers;



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- f) breach any legal or fiduciary duty owed to a third party, such as a contractual duty or a duty of confidence;
- g) contain any malicious code, such as viruses, worms, Trojan horses or other potentially harmful programmes, codes or material; and
- h) violate any other applicable law, statute, ordinance, rule or regulation.

4. You hereby waive and shall procure the waiver of any moral rights in the UGC under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

5. You reserve the right to reverse your decision to allow us to use your UGC at any time from the initial point of agreement.

6. You give us the right to use the UGC on the Moddershall Oaks channels at any time that we choose, for any purpose, including to advertise our brand, services, and products. Publication of your UGC will be at our sole discretion and we are entitled to make additions or deletions to your UGC prior to publication, after publication or to refuse publication.

7. You are not entitled to any fee, financial reward or other incentives if we use your UGC on any of the Moddershall Oaks channels or any advertising.

8. You understand that the personal data that we collect from the UGC will be treated in accordance with our Privacy Policy and the terms of this policy.

9. Moddershall Oaks is not liable for any UGC or its use. You shall indemnify and hold us harmless and any person acting our behalf from any and all claims, demands, costs, liabilities, damages and expenses (including reasonable legal fees) which we may incur in connection with the use of your UGC.

10. We reserve the right to amend and update this policy at any time, so please check back here when you tag or upload UGC.