

TERMS AND CONDITIONS OF WEBSITE USE www.ucd.ie/belfield50

Your use of this website www.ucd.ie/belfield50 (**The Site**) is subject to these general terms and conditions (the Terms). Your use of the Site constitutes your binding acceptance of these Terms.

UCD (We / Us) may modify these Terms at any time without notice to you by posting revised Terms on the Site. Your continued use of the Site following the posting of revised Terms will mean that you accept and agree to such revised Terms.

1. Content

1.1 All text, graphics, user interfaces, visual interfaces, photographs, image(s), trade marks, logos, sounds, music, artwork and computer code (collectively, Content), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to us, and is protected by copyright, patent and trade mark laws, and various other intellectual property rights and unfair competition laws.

1.2 Except as expressly provided in these Terms, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent.

2. Your Use of the Site

2.1 You may not attempt to gain unauthorised access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any of our server(s), or to any of the products or services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

2.2 You may not reverse look-up, trace or seek to trace to its source any information on any other user of or visitor to the Site, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

2.3 You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes our rights or the rights of third parties.

2.4 You agree not to modify the software underlying the Site in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorised access to the Site.

2.5 Where we request member registration information from you, you will provide us with true, accurate, current, and complete information.

2.6 Use of the Site is subject to existing laws and legal process. Nothing contained in these Terms shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of the Site.

3. Data Protection

3.1 We shall comply with all of its obligations as a data controller in relation to your personal information pursuant to the Data Protection Acts 1988-2003 and of the Data Protection Act 2018.

4. Privacy Statement

4.1 Use of the Site and all of the information that we collect from you, such as registration information, is subject to our privacy statement. Our privacy statement may be viewed at www.ucd.ie/belfield50

5. Disclosure of Your Information

5.1 Notwithstanding clauses 3 and 4 above, you hereby give your consent and accept and agree that we may disclose any information we hold relating to you to outside parties where:

- (a) we have a good faith belief that such action is necessary to protect our rights;
- (b) we have a good faith belief that you have committed an unlawful act;
- (c) we have a good faith belief that the legitimate rights of a third party appear have been interfered with; or
- (d) a court or tribunal orders disclosure.

5.2 You acknowledge and agree that we may preserve any transmittal or communication by you with us through the Site or any service offered on or through the Site.

6. Links to Other Sites

6.1 The Site may contain links to other independent third-party websites (Linked Sites). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under our control, and we are not responsible for and do not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites.

7. Disclaimers and Limitation of Liability

7.1 The Site is provided on an "AS IS" basis, without any express or implied warranty of any kind, including without limitation warranties of merchantability and fitness for a particular purpose.

7.2 We are not responsible for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses.

7.3 We disclaim any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Site. You assume total responsibility for your use of the Site and any Linked Sites. Your sole remedy against us for dissatisfaction with the Site or any Content is to stop using the Site or any such Content.

7.4 We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

7.5 Except where prohibited by law, in no event will we be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if we have been advised of the possibility of such damages.

8. Licence

8.1 In submitting Image(s) to the Site and for the purpose of these Terms and Conditions, the user must be eighteen years or older. Any submission by the user of Image(s) to Us constitutes a representation by the user that they meet this age requirement.

8.2 In submitting Image(s) to Us, the user hereby grants to Us a non-exclusive, irrevocable, royalty-free, worldwide, perpetual right and licence to access, view, store and reproduce the Image(s) so submitted. Even if the Image(s) are not accepted by Us, the user hereby grants a non-exclusive licence for Us to retain, store and access the Image(s), for the purpose of retaining a record of the Image(s) submitted to Us by the user and for reconsidering those Image(s) for acceptance at any time.

8.3 For good and equitable consideration (the receipt and adequacy of which is hereby acknowledged), the user hereby grants a non-exclusive, irrevocable, royalty-free, worldwide, perpetual right and licence to Us in and to:-

(a) all Intellectual Property Rights subsisting in and to the Image(s), and,
(b) all other rights of whatsoever nature, whether now known or created in the future, to which the user is now, or at any time after the date of the licence may be, entitled by virtue of the laws in force in Ireland and in any other part of the world in the Image(s),

in each case for the whole term of such Intellectual Property Rights and other rights, including any renewals, reversions, revivals and extensions thereof, together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these rights, whether occurring before, on or after the date of the licence, and whether in conjunction with the user or alone.

8.4 The non-exclusive licence shall permit Us to reproduce, adapt, distribute, publish (including electronically and on-line), make publicly available, publicly communicate, sub-licence, and re-licence the Image(s) in any format or manner whatsoever, in any and all media, to include the Image(s) in other works (including without limitation multimedia works) and to otherwise use the Image(s) in any manner and by means of any technology (whether now in existence or which may come into existence in future) including without limitation in promotional and marketing activities conducted by or on behalf of Us.

8.5 For the avoidance of doubt, but without limitation to the full extent of its rights on licence, such licence shall include the right for Us to edit any licensed Image(s).

8.6 In addition to the licence of rights above, the user hereby absolutely waives any and all moral rights and rights of an equivalent nature which the user has in or relating to or affecting the Image(s), now or in the future, in any part of the world. (If the user is not an individual, or if the Image(s) are submitted by the user on behalf of a corporate entity, then the user agrees to procure these

waivers from the author(s) of the Image(s) prior to their submission to Us, and to furnish a copy of the waiver(s) to Us on request.)

8.7 For the purpose of these Terms and Conditions, “Intellectual Property Rights” means patents, rights to inventions, copyright (including future copyright) and related rights (including performers’ rights), all other rights in the nature of copyright, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

8.8 For the purpose of these Terms and Conditions, “Image(s)” means any photographs, filmed footage (edited or unedited), animations, combinations thereof, multimedia works or any other artistic, dramatic, musical or literary works which are submitted by the user to Us, and shall include any and all data and/or information submitted by the user in relation to such Images(s).

8.9 The user confirms and warrants that, as at the date of submission of the Image(s) to Us and on an ongoing basis:-

- (a)** each of the Image(s) are the user’s original work, and have not been copied wholly or substantially from any other work or material, and that the exercise by Us of the rights licensed to it will not infringe the rights of any third party,
- (b)** immediately prior to the licence of rights to Us, the user is the sole absolute and unencumbered legal and beneficial owner of the Intellectual Property Rights (and other rights licensed) in and to the Image(s),
- (c)** the user has not licensed or assigned any rights of any nature in the Image(s), nor will he/she/it do so, to any third party in any part of the world in a manner which conflicts with the licence granted to Us under these Terms and Conditions,
- (d)** the user is unaware of any infringement, or likely infringement of, any of the rights (including Intellectual Property Rights) licensed by the user to Us on foot of these Terms and Conditions,
- (e)** the Image(s) contain(s) nothing that is defamatory or indecent and do not and will not infringe any statutory or common law rights of any third party,
- (f)** the user has obtained appropriate written consents, releases, waivers and/or permissions from any and all individuals who feature in the Image(s) (whether required under data protection or privacy laws or otherwise and where necessary, from a parent or guardian of the individual) and from any and all brand owners, businesses or other persons whose trademarks, brands, products, services, businesses, intellectual property-protected works or property feature in the Image(s), in all cases such that Us may use the Image(s) howsoever it wishes (including without limitation by publishing them on any website, using them in print, film or televisions advertisements, and distributing them as part of any marketing material, anywhere in the world) without object from any such individuals or persons. The user is required to provide copies of all such consents, releases, waivers and permissions to Us upon request, and
- (g)** any Image(s) submitted by the user for consideration and acceptance by Us have not been previously submitted to and rejected by Us.

9. Proceedings

9.1 The user agrees and undertakes to provide to Us (at its request) all reasonable assistance with any proceedings which may be brought by or against Us against or by any third party relating to the rights licensed under these Terms and Conditions and/or the waivers, warranties, assurances and indemnities given hereunder.

10. Further Assurance

10.1 The user shall, at the reasonable cost and expense of Us, do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as We may from time to time reasonably require in order to enable Us to protect, perfect, enforce or enjoy the Intellectual Property Rights and other rights in and to the Image(s) licensed, or otherwise in order to give Us the full benefit of these Terms and Conditions, whether in connection with any registration of title or other similar right or otherwise.

11. Indemnity

11.1 You agree to hold harmless and indemnify us and its subsidiaries, affiliates, officers, agents, and employees, from and against any claim arising from or in any way related to your use of the Site, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, legal costs of every kind and nature, including without limitation arising out of any breach by the user of any of its warranties under these Terms and Conditions.

12. Cancellation of user's account

12.1 We may cancel the user's account at any time, without penalty. Cancellation of the user's account shall not affect the rights licensed to Us under these Terms and Conditions in respect of any Image(s) accepted by Us.

13. Other rights and reservations

13.1 By accepting an image and obtaining a licence, and for the avoidance of doubt, We are under no obligation to use that image and shall have no liability to the user if We do not use the image. We make no representation as to whether, when and/or how any Image(s) may be used by Us.

13.2 We may refuse to accept and/or reject any Image(s) submitted to Us. We will not be required to provide reasons for any non-acceptance or rejection nor to answer any queries concerning same.

13.3 We may remove any Image(s) from our records at any time, for any reason, without liability, but also without prejudice to the rights licensed to Us in and to the Image(s).

13.4 We will not be liable, whether in damages or otherwise, for any claims, losses, damages (actual and consequential), suits, judgments, legal costs of every kind and nature arising from the submission to Us or use by Us of Image(s) submitted to Us by users.

14. Severability

14.1 If at any time, any one or more of the provisions in these Terms (or any clause or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be

deemed to be omitted from these Terms and the validity and or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. Entire Agreement

15.1 These Terms constitute the entire agreement between you and us with regard to your use of the Site.

16. Non-Waiver

16.1 Our rights and remedies shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by us nor by any failure of or delay by us in asserting any such rights or remedies.

17. Jurisdiction

17.1 These Terms shall be construed in accordance with the laws of Ireland and the parties irrevocably consent to bring any action to enforce these Terms before a court of competent jurisdiction in Ireland.