

# AFL USER GENERATED CONTENT STANDARD TERMS

## 1. Introduction

- (a) These terms and conditions apply whenever an individual (such as **You**) provides user generated content (**Content**) to the AFL. You may submit Content to the AFL with or without receiving a request for content from the AFL.
- (b) In each case, by providing Content to the AFL you agree to the following terms and conditions.

## 2. Assignment of Rights

By providing your Content to the AFL:

- (a) You assign and transfer all of Your interest, ownership and other rights in the material to the AFL. All intellectual property and other proprietary rights in the Content vest exclusively in the AFL after You submit the Content to AFL. You agree to take such further actions (including signing any relevant document) to perfect this assignment;
- (b) You also waive all your rights in respect of the Content and agree that AFL may, and You permit the AFL to, use the Content in any media and for any reasonable purpose (including for a commercial purpose) and you represent that You have all the relevant permissions for the AFL to do so (as noted in clause 3); and
- (c) You agree that the AFL may use, edit, modify, licence and adapt Your Content (including commercially) and distribute the content to AFL sponsors and partners in conjunction with their sponsorship and partnership relationships with the AFL without payment to You or anyone else.

## 3. The Content

By providing the Content to AFL:

- (a) You represent that the Content is Your own original creation and does not infringe any third-party intellectual property rights, and that You are the legal and beneficial owner of all intellectual property rights in the Content;
- (b) You agree that the AFL is not responsible to any third parties who may oppose or object to the AFL's reasonable use of the Content;

- (c) You represent that all persons featured in the Content have consented to their name and likeness being used as set out in these terms and conditions and featured in the Content. This includes obtaining consent from the guardian of individuals who are under 18 years of age;
- (d) You confirm that you are over 18 years of age or, if not, that you have your parent or guardian's consent;
- (e) You confirm that the Content does not threaten, offend, insult, humiliate, intimidate, disparage or vilify any person on any basis including, but not limited to, race, religion, colour, descent or national or ethnic origin, special ability/disability, gender or sexual orientation, preference or identity; and
- (f) You agree that your sole entitlement in respect of AFL's use of the Content as described in these terms and conditions is for AFL to acknowledge you as the creator of the Content when your Content is used on AFL-controlled media channels. The AFL will use the name or social media username or handle You provided when you submitted the Content.

## 4. Other

By providing the Content to AFL:

- (a) You acknowledge you have read and understood the AFL Privacy Policy (at <https://www.afl.com.au/privacy>) and agree that the AFL will comply with that Privacy Policy in respect of any personal information you provide to the AFL;
- (b) You agree that the AFL does not accept responsibility for network, computer, hardware or software or other technical failures of any kind, which may result from the receipt, reproduction, transmission, or processing of your Content; and
- (c) You agree that You must send the Content to the AFL free from any virus, cookie, pixel or other thing which will or could negatively affect AFL's computer systems.