

Content Assignment Agreement

The following shall constitute an Agreement effective from the date (“**Acceptance Date**”) on which you submitted the Content (as defined below) and thereby accepted the Terms of this Agreement. These terms and conditions govern the contractual relationship between The Color Company (TM) Limited operating under the style "The Irish Post" 27a Poland Street, London W1F 8QW, United Kingdom, its successors, affiliates, licensees and assigns (“**The Irish Post**”, “**Licensee**” “**us**” or “**we**”) and you (“**Licensor**” or “**you**”) in relation to the grant of rights being provided by you in relation to the Content.

1. You are uploading and/or submitting certain visual or audio-visual content to The Irish Post (the “**Content**”) and by uploading and/or submitting the Content to The Irish Post, such Content shall become the sole property of The Irish Post.
2. You hereby irrevocably assign to The Irish Post absolutely and with full title guarantee, all intellectual property rights and interest in and to the Content (including, without limitation, the title thereof, any people featured, performances, characters, names, trademarks, logos, animation, audio (including but not limited to music, sound recordings and sound effects) and any other rights or elements which make up, are depicted or appear in, or which are associated with the Content and the file(s) submitted to The Irish Post (regardless of the format, including (but not limited to) submissions in URL formats). Such rights granted shall include the right to bring, make, oppose, defend, appeal proceedings, claims or actions 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 the rights in and to the Content whether occurring before, on, or after the Acceptance Date. You hereby confirm that from the Acceptance Date, The Irish Post shall be exclusively entitled to exploit the Content (and authorize and grant other parties the right to exploit the Content) in any way or manner and for any purpose The Irish Post see fit, including (but not limited to) any form of commercial, promotion or marketing capacity, on any and all media whether now known or hereafter invented, throughout the world and in perpetuity. You furthermore, grant The Irish Post (and/or any other third parties we authorize to use the Content) the full right to use, edit and modify the Content in any manner and without any limitations. You hereby grant to The Irish Post the right to publicly issue details relating to the Content and/or any other information relating to you and/or the Content (including but not limited to your name, photograph(s), likeness or other details about you). You confirm that you have procured any and all such rights from any third parties in order for the foregoing to apply to any persons or subjects featured in the Content.
3. You warrant and undertake to The Irish Post that: (a) you have the full right to enter into this Agreement and assign the rights (including, without limitation, any and all intellectual property rights) in and to the Content and all information provided by you to The Irish Post is true, accurate and not misleading; (b) you are the full and legal owner of all rights (including, without limitation, any and all intellectual property rights) in and to the Content; (c) you have obtained all required clearances and paid all monies necessary in order for us to be able to exercise the rights granted by you herein and you confirm and warrant that The Irish Post will not be required to obtain any other or separate rights, clearances or license, nor shall The Irish Post be required to make any additional payments to any parties in order to exercise the rights granted by you herein; (d) all individuals featured in the Content have provided full consent to their inclusion in the Content and you have obtained all required consents, permissions and image/appearance releases from any individuals, groups, parties or locations, so that you are able to grant the rights granted herein, including (but not limited to) our right to use, exhibit, distribute, exploit, sub-license, reproduce and/or edit (without limitation or restriction) such persons’ names, voices, likenesses, appearance and performances contained in the Content. You agree that you shall procure that any necessary third party shall execute, deliver and provide any such additional documents (required by The Irish Post, in its sole discretion) and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement in a timely manner; (e) nothing in the Content, nor its use or exploitation by The Irish Post its permitted licensees and/or any other third parties’ use of the Content as authorised by The Irish Post, will infringe or violate the rights or interests of any party (including but not limited to, copyright, trademarks, patent rights, rights of privacy, image rights, moral rights, other statutory, common law or contractual rights of any individual person or entity or any other right of any third party, breach any contract or duty of confidence, constitute a contempt of court, be defamatory, obscene or otherwise unlawful, or bring The Irish Post or any third party into disrepute; (f) all facts expressed by you in the Content are, to the best of your knowledge and belief, true and insofar as the Content contains any opinions, these opinions are your own and are genuinely and truly held by you; (g) there has been no infringement or likely infringement of any of the Content; (h) you have not granted, nor shall you grant, to anyone else any right which would prevent or impair in any way your right to assign the rights (including, without limitation, any and all intellectual property rights) to us or which conflict with the rights being granted by you to us; and (i) you have used your reasonable endeavors to ensure that the Content does not contain any viruses or malware.
4. You shall fully indemnify, defend and hold harmless The Irish Post (and any third parties authorized by The Irish Post using or exploiting the Content), their respective officers, employees, successors, licensees and permitted assigns from and against: (a) any costs, claim, demand, action, damages, loss and/or expense arising from actions brought by any third parties arising from any breach of any of the representations, warranties or agreements made by you; (b) any claims of or respecting slander, libel, defamation, invasion of privacy or right of publicity, false light, infringement of copyright or trademark, or violations of any other rights arising out of or relating to any use of the Content as authorised herein. You agree and understand that The Irish Post is relying on the representations made by you and any breach of the terms and/or warranties set out herein would cause The Irish Post injury and damage that cannot be adequately compensated by damages in an action at law and you expressly agree that, without limiting our remedies, The Irish Post shall be entitled to injunctive and other equitable relief. You irrevocably release The Irish Post, its subsidiaries, affiliates, successors, licensees and assigns from any claim of any nature in connection with their use of the Content. You shall further fully indemnify and keep The Irish Post fully indemnified against any costs, claim, demand, action, damages, loss and/or expense (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties, legal costs and any other reasonable costs and expenses suffered or incurred by The Irish Post) arising directly or indirectly from any breach or non-performance by you of this Agreement and you shall pay all such costs, claim, demand, action, damages, loss and/or expense forthwith on demand by The Irish Post. At the request of The Irish Post and at your own expense, you shall provide all reasonable assistance to enable The Irish Post to resist any claim, action or proceedings brought against The Irish Post as a consequence of any breach of this Agreement. Such indemnity shall apply whether or not The Irish Post has been negligent or at fault.

Content Assignment Agreement

You agree that the foregoing shall apply to you and to any persons featured within the Content and you have obtained required from such persons in order to grant such rights to us. You authorize us to assign or sublicense any of the rights granted hereunder to any other third parties without any further payment to you.

5. By submitting the Content to us and assigning the rights of such Content exclusively to The Irish Post in accordance with the terms and conditions set out herein, you shall be given the opportunity to receive a one-off fee in the sum of one hundred Pounds Sterling (GBP£100.00) (the “Fee”). You hereby acknowledge the foregoing to be good and valid consideration for all rights granted hereunder. The Fee shall only become payable if and when the Content has been uploaded on The Irish Post official Facebook page, as seen at <https://www.facebook.com/TheIrishPost/> (the “Page”) for a period of forty eight (48) hours or longer and as a standalone (i.e. not part of a montage consisting of two (2) or more pieces of content) (the “Use”). Should the Fee become payable, The Irish Post shall notify you via email, by phone or via social media and ask you to provide your payment details; and the Fee shall then be made to you within thirty (30) days following The Irish Post’s receipt of such payment details from you. You shall provide The Irish Post with the requested payment details within ninety (90) days, failing which the Fee shall no longer be payable. The Irish Post shall not be liable for the consequences of any late payment, should such late payment be due to your delay or failure to supply us with the required payment form timeously. Should it arise that you have breached any of the terms set out in this Agreement (including the Warranties made by you herein) or if you fail to comply with your obligations under this Agreement, after the Fee has been paid to you by us, you shall be liable to return the Fee to us (in full and without any deductions of any kind whatsoever) within thirty (30) days of our notification of such breach to you in writing (which shall include email). You understand and agree that all the Terms set out in this Agreement and your assignment of all rights in and to the Content shall remain in full force and effect (and i.e. remain the property of The Irish Post in full and without any limitations of any kind whatsoever) regardless of whether the Content is featured on the Page or not, and regardless of whether the Fee is paid. The Irish Post shall not be obliged to use the Content and in the event that the Content is not used, The Irish Post shall not be required to pay you the Fee, however the assignment of rights set out herein shall remain valid and binding in consideration of the opportunity provided to you. For the avoidance of doubt, should the Content be shared on any other properties owned by or run by The Irish Post, the Fee shall not become payable. You understand that we may be required to deduct amounts from the Fee, if required by Law (including but not limited to any form of tax) and that sums may be deducted from the Fee due to payment charges (including but not limited to bank and/or wire transfer fees, PayPal fees or other service fees). You understand and agree that the Fee under this Agreement includes a buy-out of any image rights, performance fees or union fees or residuals, which may otherwise be payable.
6. You agree not to make any disclosures or supply any information to any third party relating to any matters arising under this Agreement, save with the prior written consent of The Irish Post. You further agree not to grant any person any interview or make, give or release any statement for publication by any means or medium relating to the Content without The Irish Post’s prior written consent.
7. This Agreement constitutes and sets out the entire agreement between the parties at the date hereof relating to the subject matter of this Agreement and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to rely upon or enforce this Agreement, save that the The Irish Post shall be entitled to exercise its rights hereunder and rely on and enforce this Agreement as if it were a party hereunder.
8. This Agreement shall be governed by and construed in accordance with English law and the parties hereby agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

By clicking ‘ACCEPT’ in relation to this Agreement, you agree to be bound by the Terms set out under this Agreement.