

Yalli Terms and Conditions: VIRAL TAP (the “Programme”)

These terms do not govern your relationship with ITV. These Terms and Conditions ("Terms") govern the relationship between you and **Yalli Productions Limited** of 85 Gray's Inn Road, London WC1X 8TX ("Yalli") when you submit video clips ("**Content**") to the ITV Viral Tap website at <http://www.itv.com/viraltap> ("Website") via ITV's video upload service hosted at <http://www.itv.com/viraltap/upload> ("**Upload Service**").

We recommend that you read these Terms carefully before submitting any Content via the Upload Service. By submitting any Content via the Upload Service, you agree to be legally bound by these Terms. If you do not agree with any of our Terms then you should not use the Upload Service.

Privacy

By uploading the Content you agree to Yalli's Privacy Policy in relation to Yalli's use of the Content, which you can view below.

Registration

You promise that all information and details provided are true, accurate and up to date in all respects and at all times.

You are responsible for all Content submitted under your user name and password via the Upload Service. We will not be liable where your password is used by someone else. You should notify us immediately of any unauthorised use of your password and any breach of security as soon as you become aware of it.

Submitting your Content

You promise that you are the original owner of any Content you make or you have the necessary licences, rights, consents, and permissions to authorise us to use your Content and nothing in the Content will infringe the rights of any third parties. In particular, you promise that you have obtained the permission of all of the people featured or referred to in the Content (and if they are under 18 their parents or guardians as well) to our use of the Content and that the information you have provided in your submission of the Content is accurate, up to date and not misleading. You agree to give us evidence of all such licences, rights, consents, and permissions if so requested by us. You acknowledge that the contents of any Content material other than personal data will be considered non-confidential.

By submitting the Content via the Upload Service and by agreeing to these terms, you grant us a worldwide, perpetual, exclusive, royalty-free and fully transferable licence (with the right to sub-license) to use, edit, reproduce, record, modify, translate, distribute, play, perform, make available to the public, prepare derivative works of and to broadcast your Content by any medium or method whether now known or later developed to be exercised in our sole discretion throughout the world for the full term of copyright and other rights and all renewable and extension thereof including, for the avoidance of doubt, the right to register any design rights and/or trademarks. You agree to waive your moral rights in your Content and to receive any acknowledgement for our use of the Content and acknowledge and agree that

Yalli may in its sole discretion exploit your Content in any manner set out above without notice and without any fee being paid, other than as set out in the Content Usage below.

You are responsible for the contents of any Content you may make and the consequences arising from its use. You will not submit via the Upload Service any material or content which is in any way defamatory, obscene, unlawful, harmful, offensive or inappropriate or infringes the rights of a third party or may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability. You agree not to infringe any laws in order to produce or make Content. You agree not to transfer files which contain viruses or other harmful programs. Further, you must not endanger yourself or others or take any unnecessary risks in order to produce or make Content.

We may accept your Content, modify your Content, or reject and refuse to broadcast your Content at any time in our sole and absolute discretion.

We shall have the right to action any claims in relation to our use of the Content and may choose, at our discretion to join you to such action. You agree to provide all reasonable assistance in our defence or instigation of any such claim. Failure by us to take action in respect of any such claim or any other provisions of these terms shall not be interpreted as constituting a waiver by us of our right to take such action in future.

Following Submission and Programme Rules

Once your Content has been successfully submitted we will send you a 'confirmation of receipt email'. This confirmation will also provide you with your own Content reference number. If you do not receive confirmation, please contact us at viralzap@yalliproductions.com.

Once you have uploaded the Content you agree not to upload it to any publicly viewable website, including, for example, YouTube.

We give no promises and offer no guarantees that your Content will be selected for inclusion as part of the Programme.

Content Usage

If your Content is selected for broadcast on the Programme, we will contact you by phone and email to inform you that you have been selected. We will tell you the transmission date and we will pay you either £250, or £500 or £1,000 depending on the value awarded to the clip during the Programme. Our decision over the value awarded and reasons for the award will be our editorial decision, will be made at our sole discretion, will be final and there will be no appeal process. The money will be sent by cheque 2-3 weeks after the programme has aired. This is a one-off payment and no further payments will be made to you for repeat showings of your Content. We will not, under any other circumstances, make any further payments to you for use of the Content. ITV is not responsible for making any of these payments to you. We reserve the right to edit, not use or withdraw your Content from a Programme at any time (including following notification that you have been selected) for editorial, legal or any other reasons and only

Content which is finally included in the Programme shall receive the fees set out above. If your Content is not included in the Programme, this will not affect our right to make further use of the Content in accordance with these Terms but we shall be under no obligation to do so.

In addition to content sourced via the Upload Service, we may choose to separately source and licence third party clips for inclusion in the Programme and these licences shall be subject to a separate negotiation between us and such third parties.

You acknowledge and agree that Yalli shall not be liable for any loss, damage, injury or disappointment suffered, by you in connection with you uploading the Content and/or its use in connection with the Programme other than any liability that is prohibited from being limited or excluded by law. Yalli cannot promise that the interactive service and/or system for the Uploader will be free from errors or omissions, nor that it will be available uninterrupted and in a fully operating condition. Yalli does not accept any responsibility whatsoever for any technical failure or malfunction or any other problem including without limitation with any telecommunications network or line, system, delivery system or technology, software, server, service, provider which may result in any Content being lost or not properly received, registered, heard or recorded.

We reserve the right to modify these Rules at any time and any changes will be published on:

http://www.yalliproductions.com/news/viral-tap_862.aspx

Contact Details and Privacy Policy:

By submitting Content you agree that Yalli may (at its discretion) contact you in connection with the Programme or any further use of your Content outside of the Programme.

You can email us with any questions, queries or complaints at viral.tap@yalliproductions.com

We may pass your personal information to our employees, contractors, suppliers and/or agents to administer the services provided to you by us now or in the future. In addition, we may disclose your personal information to the police, regulatory bodies or legal advisers in connection with any alleged criminal offence and or the breach of other terms and conditions otherwise relating to you or otherwise where required by law and we will co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of or locate anyone breaching these terms or otherwise for the prevention or detection of crime or the apprehension or prosecution of offenders.

We will not pass or sell your personal information to third persons for any other purpose than set out in our Privacy Policy as follows:

Privacy Policy

1 Introduction

Yalli takes the privacy of its users seriously. Yalli is keen to obtain, retain and process information (including your personal and sensitive data) in accordance with the applicable legislation, including the Data Protection Act 1998 and the ICO Privacy Notes Code of Practice:

http://www.ico.org.uk/upload/documents/library/data_protection/detailed_specialist_guides/privacy_notices_cop_final.pdf.

This Privacy Policy explains Yalli's policies on privacy in relation to personal data collected from users of the Website. This Privacy Policy forms part of the Terms and Conditions of use of the Website. By using the services on the Website, you consent to the collection and use of your personal data by Yalli for the purposes authorised below and for any other purpose which is reasonably necessary for the provision of the proper administration of the Website and operation of Yalli's business operations.

IF YOU DO NOT WISH YOUR PERSONAL DATA TO BE USED IN THE MANNER SET OUT IN THIS PRIVACY POLICY PLEASE EXIT THE WEBSITE IMMEDIATELY AND DO NOT USE THE WEBSITE IN THE FUTURE.

2 What information do we collect?

Yalli collects personal information from you when you submit information to the Viral Tap uploader and application form. If you visit the Website, we also collect information automatically about your visits, such as browsing patterns, but information collected in this way is only used in aggregate form rather than being linked to identifiable individuals. We also use sophisticated technology to monitor your use of the Website. This information is collected to identify fraudulent or unlawful use of the Website or breaches of the terms and conditions of use of the Website.

3 How do we store and maintain personal information?

All Yalli employees are subject to obligations of confidentiality regarding information which they have access to in the course of their employment. All personal information is held in secure computer storage facilities and paper-based files. We take steps to protect the personal information we hold from misuse, loss, unauthorised access, modification or disclosure.

It may be necessary for us to maintain our records for six months from conclusion of broadcast of the programme. However, when information is no longer required, we will destroy records containing personal information securely.

4 How do we ensure personal information is accurate and up-to-date?

Individuals' personal information changes frequently and we aim to keep our records up to date but we are reliant on you to notify us when your personal information changes or where we have recorded your personal information incorrectly. We can make most changes to your details over the telephone or via e-mail. Please refer to the contact details set out below.

5 How do we use the data we collect?

Yalli uses personal information collected from you for the following purposes:

- To collect information for potential contributors to the television series “Viral Tap”.
- To provide a more personalised service to you.
- To conduct market research.

We also use information in aggregate form to help us analyse, develop and manage the Programme.

We regard our databases of information (which will include your information) as a valuable asset which is the property of Yalli.

6. Changes to our policy

Yalli reserves the right to make changes to this Privacy Policy without prior notice. We will use information in accordance with the Privacy Policy under which the information was collected. If you regularly use the Website you should continue to check this Privacy Policy for updates and amendments, as you will be deemed to have accepted variations if you continue to use the Website after any changes have been posted.

7. Your rights

You have the right to obtain a copy of any personal information which we hold about you and to notify us of any inaccuracies. If you would like to obtain a copy of your personal information please write to us. You will need to verify your identity and specify what information you require. We may charge you a fee to cover our costs incurred in providing you with a copy of your information.

Yalli will be happy to answer any enquiries from you regarding this Privacy Policy, the personal data we hold about you or the use we make of it. If you have any queries, comments, or if you wish to correct or update the data we hold about you, please either email us at viral.tap@yalliproductions.com