

**VICTORIAN COLLECTIONS**  
**CONTENT CONTRIBUTORS TERMS AND CONDITIONS**

**Current as at 1 June 2020**

This website (**the Site**) is operated by **Australian Museums and Galleries Association of Victoria** ABN 83 048 139 955 (**AMaGA (Victoria), we, us and our**) in collaboration with Museums Victoria and Creative Victoria. Subject to the following terms and conditions, we provide this Site to enable collecting organisations, museums and galleries to upload information about their collections (**the Service**).

We may amend these terms and conditions from time to time without notice. Such amendments will be effective immediately we post the modified terms and conditions on the Site. You should therefore periodically review these terms and conditions.

By completing the Content Contributor registration process on behalf of your organisation (including by ticking the box signifying that you expressly agree to the governing body of your collecting organisation, museum or gallery (**your Collecting Organisation**)) being bound both by these terms and conditions (the **Contributor Terms**) and by the *Victorian Collections Website Use Terms & Conditions* (the **Website Terms**; together, **the Terms**). For our Privacy Policy, see *Victorian Collections Privacy Policy*.

**IF THE GOVERNING BODY OF YOUR COLLECTING ORGANISATION DOES NOT WISH TO BE BOUND BY THE TERMS, IT SHOULD NOT ACCESS OR USE THE SITE AND SHOULD NOT REGISTER TO TAKE ADVANTAGE OF THE SERVICE.**

**1. Content Contributor information**

- 1.1 When registering as a Content Contributor for the purposes of the Site you must, on behalf of your Collecting Organisation, provide AMaGA (Victoria) with accurate and complete information, as we reasonably request.
- 1.2 It is your responsibility to inform AMaGA (Victoria) of any changes to your Collecting Organisation's Content Contributor information.

**2. Username and password**

- 2.1 You must ensure that the username and password you are provided on behalf of your Collecting Organisation remains confidential. Your Collecting Organisation is entirely responsible for all activities that occur under its representatives' username and password, including any unauthorised use. We must be notified immediately if you or your colleagues become aware of any unauthorised use of your Collecting Organisation representatives' username or password.

**3. Your Collecting Organisation's rights as a Content Contributor**

- 3.1 Once registered as a Content Contributor, your Collecting Organisation will be entitled to post information (including images) about its collection to the Site (**Contributor Content**), in the area of the Site to which, in our sole discretion, we give your Collecting Organisation access.
- 3.2 You must ensure that the content you provide is, to the best of your knowledge, accurate and provides as complete a description of the object that you have to hand.

**4. Intellectual property**

**Contributor Content**

- 4.1 AMaGA (Victoria) does not claim any ownership rights in any material uploaded to the Site as Contributor Content.

- 4.2 We regard all material on the Site that is still in copyright as “All Rights Reserved” unless you state to the contrary in respect of your Contributor Content (noting also that, while your Collecting Organisation may be able to rely on a range of copyright exceptions to use copyright material without permission, it is highly unlikely that AMaGA (Victoria) would be entitled to do so). Material that is not in copyright may be uploaded under a more open licence – there are a number of Creative Commons Licences that may be appropriate for the material.
- 4.3 When posting images or any other material to the Site, your Collecting Organisation is responsible for:
- (a) ensuring that it is entitled to do so – for example, because:
    - (i) all relevant copyrights have expired; or
    - (ii) your Collecting Organisation is the owner of all relevant copyrights; or
    - (iii) you have been authorised by all relevant copyright owners to do so;
- and
- (b) ensuring that any licence you may grant to visitors to the Site to use the material other than by viewing it on the Site is compatible with the rights your Collecting Organisation has been granted by relevant copyright owners.

#### **Other content on the Site**

- 4.4 Your Collecting Organisation must not modify, copy, reproduce, communicate to the public, transmit or distribute material on the Site other than your Contributor Content in any way except as expressly provided by us in the Terms or, in respect of material uploaded by other content contributors, as permitted by those other content contributors.

### **5. Warranties**

- 5.1 Your Collecting Organisation warrants that Content Contributor-provided Information it posts to the Site:
- (a) is and will be free of any virus or other destructive program of any kind;
  - (b) will not breach any law;
  - (c) will not cause or potentially cause any damage, injury or death; and
  - (d) will not infringe the rights (including copyright) of any third party.

### **6. Our rights in relation to Contributor Content**

- 6.1 We reserve the right at our sole discretion (not to be exercised unreasonably) to edit or remove any Contributor Content uploaded to the Site by your Collecting Organisation, and including material we consider objectionable, inaccurate, or contrary to any law or that breaches the Terms.
- 6.2 For clarity:
- (a) under clause 4.4(b) of the Website Terms, you grant us only a non-exclusive, world-wide, perpetual licence to use, reproduce, and communicate to the public any Contributor Content for the purposes of operating the Site and providing the Service (and not a more extensive licence that is granted in relation to material we may enable members of the public to contribute); and
  - (b) clause 4.4(f) of the *Website Terms and Conditions* does not apply to Contributor Content.

### **7. Indemnity**

- 7.1 You indemnify AMaGA (Victoria), its directors, officers, employees, agents, subsidiaries and related bodies corporate (the **Indemnified**) against all actions, claims, liabilities, losses, damages and costs

(including all legal costs on a solicitor-client basis) incurred or owed by AMaGA (Victoria) or any of the Indemnified or made against AMaGA (Victoria) or any of the Indemnified and that arises out of or relating to:

- (a) Contributor Content you post to the Site;
- (b) any breach or alleged breach of your warranties under these terms; or
- (c) a breach by you of the Terms.

7.2 This clause survives the termination or end of your Collecting Organisation's subscription to the Site.

## **8. Termination**

- 8.1 We reserve the right to terminate this agreement and your Collecting Organisation's subscription immediately by giving you notice in writing.
- 8.2 Your Collecting Organisation may terminate this Agreement and its subscription at any time by giving AMaGA (Victoria) one week's notice in writing by email to [admin@victoriancollections.net.au](mailto:admin@victoriancollections.net.au).
- 8.3 On termination, we may (but are under no obligation to) remove the Contributor Content your Collecting Organisation has provided to us or posted to the Site during your Collecting Organisation's subscription.
- 8.4 We are not responsible for any loss of any sort on termination resulting from the removal of Contributor Content you have provided to AMaGA (Victoria) or posted to the Site.