



News Media Network
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News Media Network Public Contributor Supply Terms.
Current as of 22nd July 2019

CONTENT SUPPLY & DISTRIBUTION

- Australian residents and visitors with Australian work permits may supply photo and video content intended for sale and distribution to local, national and global media.
- New Zealand residents and visitors with New Zealand work permits may supply photo and video content intended for sale and distribution to local, national and global media.
- The content creator retains copyright and long term control of their work, however you permit News Media Network (NMN), to an exclusive agreement to supply and market your content worldwide for a period of 30 days.
- We request that during this 30 day period, you refrain from publishing any content online in a publicly viewable area. If content is published, ensure all photos and videos are significantly watermarked to prevent unauthorized content usage.
- NMN will reserve the right to distribute the content to all media either exclusively, or selectively.
- If you have already published your work, we ask that it is removed immediately to prevent possible unlicensed use.
- If you have already agreed for a media organisation to use your work, please ensure this is stated in the submission form. We will work with other media organisations in an attempt to secure sales and distribution for you, however will not be able to recover any financial loss from the organisation/s you have independently supplied, or any of the affiliates they have a pre-existing agreement with.
- Upon receiving your content submission, a determination will be made if the content is of a newsworthy and salable nature. Content submissions will be assessed on a case by case basis.
- **If your content is selected for media distribution and subsequently licensed to media, you will be notified by email.**

DURATION OF DISTRIBUTION

WITHIN 30 DAYS

- After your content submission is received, we may choose to distribute your work. We will manage all enquiries and content sales for thirty days. During this time, no guarantee can be given if content can be sold to the media or interested parties.
- You agree that News Media Network will be the exclusive agent for all potential sales globally and enquiries are referred to us for this duration.

AFTER 30 DAYS

- After thirty days has elapsed, if you receive a direct enquiry, you may decide if you wish to continue to use our services on a case by case basis, or if you prefer, you may handle the enquiry & sale yourself.
- If after 30 days a license enquiry is received by NMN, we will handle the new enquiry and attempt to secure a content sale on your behalf. The same commission structure will apply at the time of the original submission. If a licensing sale is successful, you will be contacted via the email address supplied by you.

Important information on Page 5 & 7 of this document

LICENSING TERMS

- Organisations that license your content via News Media Network will have the right to exhibit (broadcast/communicate to the public) your materials, in all media (whether now known or hereafter devised) throughout the world in perpetuity. This also allows third parties to do the same where approved by NMN.
- Your content may be offered for sale to Australian and global media, however in rare cases where disputes may arise between the Distributor (NMN) and the Customer (Media), the Supplier (You), release News Media Network from and against all actions, proceedings, claims and demands, costs, interest, injunctive relief or other remedies arising from the use, or lack of use of the materials being distributed.
- News Media Network will do its best to recover any losses suffered during the distribution of your work, and will compensate the Supplier when and if any payments are recovered, less recovery costs.

PRICING

Pricing for your content is determined by us. Whilst we cannot guarantee sales, we will price content fairly to make it affordable and attractive for all potential media clients. Pricing is per network / organisation, unless an affiliate arrangement is in place. Multiple sales are possible.

Pricing for your content may be from \$75.00 AUD per organisation, and upwards of \$2000.00 AUD per organisation.

A number of factors determine the pricing for content. These are:

- * Exclusivity.
 - * Newsworthy material.
 - * Video Aspect (Preferably filmed horizontally rather than filmed vertically with a mobile phone).
 - * Video Quality (Well framed and stable vision).
 - * Video Format (Content acquired on a professional video or stills camera).
 - * Delay in distributing the content post incident.
 - * Content has already appeared online and has been “shared” prior to distribution.
- In rare cases, special licensing terms may be applied to your content. This may be limited to a specific duration and distribution method.

If further sales or usage occurs when special license agreements are in place, NMN will be responsible for any invoicing for this reuse of content. The commission rates at the time of the agreement will be applicable

- Media may be denied access to content if they decline our submission. We will do our best to minimize losses of sales, but won't alter our pricing models in order to prevent a precedent for “discounted” future sales.

CREDIT / BYLINE

- Credit will be requested for all online & print media.
- Credit for the content creator will be advised to the media via the distribution email alert.
Credit may appear per the examples below:
“Content Creator”, “Content Creator / NMN”
- It's important that you complete the submission form accurately so you are credited correctly.
We take crediting seriously, as it assists in protecting you and your work.
- Should you wish to not be publicly credited for your work, include “Please don't credit my work”, along with your name in the “Your Full Name” submission field. “News Media Network” or an associated name will be used as the name credit to assist with the sales and licensing process.
- Credit is typically never given or required for television broadcasters or subsequent website and/or social media use.
- We cannot guarantee errors may be made by a media outlet, however we will do our best to correct any error brought to our attention.

THEFT OF CONTENT

- We will attempt to recover fees for unauthorized use of your work, however legal action will be at our discretion. If legal action is taken, this will be at our risk and cost.
- No guarantee can be made that action will be taken or if success is possible.
- If after being notified about a copyright breach we are unsuccessful within 180 days to resolve a valid complaint, the content creator will be informed and the responsibility may be passed back to you for your consideration and further direct action by either you or your chosen legal representative.
- Past 180 days, it will remain our discretion if we wish to work further to resolve the complaint or seek compensation for the alleged copyright breach.
- In some cases, work to resolve an alleged copyright breach may not be attempted due to the factors such as an unknown publisher with limited or no contact details.
- If you wish to begin immediate action following an alleged copyright breach within the 180 day period, this may be permitted provided News Media Network and you have both agreed in writing.

PROMOTION & PUBLISHING OF CONTENT

- News Media Network and our partners may republish your content on approved websites and social media to assist with the promotion & sales process. Your content may remain online in perpetuity even if NMN is no longer trading.
- All content published will be significantly watermarked to prevent unauthorized content usage.
- All content will be clearly credited to the content creator, unless requested otherwise by you.

UPDATES & CHANGES TO TERMS

- We reserve the right to change our terms from time to time. If an update occurs, the terms applicable at the time of the agreement will remain valid.

DISTRIBUTION AVAILABILITY

- The distribution submission system will be available 24/7/365. Submitted content will be assessed as soon as possible and distributed to media where appropriate.
- Our business is supported with business grade hosting and content delivery systems, however unscheduled outages are rare but possible.

CONTENT USAGE CONFIRMATION

- When you see your photos or video used by the media, be it print, television or online, we would appreciate your assistance in verifying content usage. Please send us any video or photo evidence of your work used by media. You can use the submission form on our website to [REPORT CONTENT USAGE](#).
- This will assist us in verifying content distribution and use of your work.
- Your work may end up all over the world, so having an extra few sets of eyes is always helpful in verifying legitimate and unauthorized use.
- We can only invoice an organisation if we receive one of two things.
 1. Confirmation received directly from the organisation that used your content.
 2. Confirmation with evidence showing use either on television, print or online.

CONTENT DELIVERY SPECIFICATIONS

PHOTOS

- Photos submissions should preferably be between 2mb and 20mb per photo, with a maximum of 20 photos per incident. *(If the incident is considered major, please contact us to discuss what additional content should be sent).*
- Photo dimensions should be limited to around 6000pixels in height or width.
- Save quality of 7 to 8 (70%-80%) using Adobe Photoshop or a similar application is appropriate.
- Format for sending images is .JPG

Ensure photos are not over processed and meet national guidelines of photo journalism.

Never remove or add objects such as people, power lines, etc via retouching.

Removal of sensor dust or artifacts captured which were not present in the real world is appropriate.

Image compositing (stacking multiple images) must be clearly declared in the filename/s and submission.

On occasion a RAW Camera Image (NEF, CR2 or DNG) may be requested. Do not send these unless requested.

VIDEO (BASIC SETTINGS)

- Videos should be edited where possible and delivered in 2 to 4 min segments.
- It is acceptable to send individual original video files captured via mobile devices, however please limit the amount to less than 10 videos unless requested.
- If a significant event is unfolding, it is preferable to NOT stop filming. Large or long videos may delay the upload process, however it is better to capture something incredible than nothing at all.

VIDEO (ADVANCED SETTINGS)

If you have access to semi-pro or professional editing systems, you can prepare the content in a clean edited format.

Videos should ideally be rendered/exported in 2 to 4 min segments.

Separate the videos in the following segments

- Overlay footage (B-Roll)
- Interviews with witnesses and emergency personnel.

Please use the following format where possible

Video Dimensions = 1280x720

Video Compression = MainConcept AVC/AAC

Video Format = MP4

Video Frame Rate = 25 fps

Video Pixel Aspect Ratio = 1.00

Video Maximum bps = 6,000,000 (6mbits)

Video Average bps = 6,000,000 (6mbits)

Video Processing = Progressive Scan

Audio = Stereo

Audio Sample Rate = 48,000 hz

Audio Bit Rate = 128,000 bps

Audio Levels = Soft limited to -6db digital, with a 1:3 ratio where possible.

CONTENT DECLARATION

- You declare that the content being provided is your own, and you have rights to distribute it for sale via News Media Network, and all information submitted is truthful and accurate.
- You declare that all content being submitted does not infringe on any person/s or property rights, and no laws were broken in obtaining this content.
- You declare that all content filmed and photographed has not been subject to digital manipulation, and that your work is authentic and represents a real-world event or incident per your submission details.

COMMISSION

- Commission for “Publically Submitted Content ” is:
50% to the Content Creator (Supplier)
50% to News Media Network (Distributor)
- Any bank / processing fees will be deducted prior to the split.
- Payments are made by direct deposit to an Australian bank account.
- Payments may be made via Paypal for international contributors, however a reasonable administration fee is charged. (Approximately 3%)

WITHHOLDING & ROYALTY TAX

- When required by Australian, New Zealand or international tax laws, withholding and/or royalty tax may be deducted by NMN or its partners.

PAYMENT TERMS

INVOICES

- Upon confirmation of successful sales, a summary will be emailed to you.
- Invoices should be made out to:
News Media Network
P.O. Box 162, Vaucluse, NSW, 2030, Australia
ABN: 51628-370228
- If you are registered to charge GST in Australia, this may be added to the total.

An ABN number will be needed for invoices, however it is acceptable to accept the NAT 3346 form (Declaration for not quoting an ABN)

Note: Contributors from outside of Australia do not need an ABN.

Australian Tax Invoice Guidelines

<https://www.ato.gov.au/Business/GST/Issuing-tax-invoices/>

Reason for not quoting an ABN (NAT 3346)

<https://www.ato.gov.au/forms/statement-by-a-supplier-not-quoting-an-abn/>

ABN Registration

<https://www.abr.gov.au/business-super-funds-charities>

- Payment may be made in one lump sum or by request in part payments as each organisation sends cleared funds to us. Typical timeframes for payments may range from 21 days to 75 days for Australia, and up to 3 to 5 months for international clients.

INVOCING DUE DATE – (IMPORTANT)

- An invoice must be received within 90 days upon our first email request. Failure to provide News Media Network with an invoice may void any payment owing to you. One initial notice and two reminder emails will be made to contact you via the email supplied. The final email will allow at least 7 days for you to make contact with us.

FEES & OVERDUE ACCOUNTS

- If payment is being received from an overseas entity, wire transfer, merchant, exchange and cheque clearing fees will be deducted from the total sale prior to commission split processing.
- If a media organisation fails to make a payment due to a financial disturbance, such as voluntary administration, there may be rare instances where payment will never be received and passed on.
- Overdue account fees may be applicable from time to time. These fees will not be subject to any commission split, and will be considered compensation to NMN in obtaining debt settlement.

CONTENT PROTECTION & WATERMARKING GUIDELINES

- When content is published online, we recommend that all content published be protected to prevent theft and circumvention of content supply to the media.
- A request may be made by us for you to remove your content from the internet, however it will remain at your discretion if you wish to do this.
- For any content posted, we request your assistance to put the following protections measures in place.
- If you wish to post your content online, ensure the following text is included at or near the start of the post.
"Not for broadcast or media use, for licensing contact www.newsmedia.net.au"

For Photos & Video:

Add a watermark in any of the corners or center of each image, in a suitable font and size which is viewable but not overwhelming.

Placement should be in a prominent place to prevent cropping and copyright circumvention.
It's also advisable to include your name, logo or other information as you deem appropriate.

Examples



PRIVACY POLICY

Content submissions may be shared with our partners, employees, contractors and media.

Content submissions may be broadcast and quoted by the media to the greater public either in raw or edited form at their discretion.

Personal details submitted on your invoices such as address, phone number and bank account information will be kept confidential and only accessible to those involved in the administration of News Media Network or where disclosure is required by law.

All computer systems are vulnerable to malicious attacks. We will do our best to protect any breaches of your privacy.

SAFETY POLICY

All contributors undertake content acquisition at their own risk. We expect all contributors to adhere to the following:

- Obey all local, state, national & international laws.
- Never put yourself or others at risk and know when to seek safety before threats occur.
- Obey directions of all emergency services, even if this means failing to capture content.
- Establish insurance policies suitable for your work or hobby, such as public liability and comprehensive coverage.

COMMUNITY POLICY

Never defame, abuse, threaten, hinder any person or organization, misreport or embellish facts, and act honestly and ethically at all times. Contributors found breaching this policy (current and former) may have any payments owing voided.

AGREEMENT

This agreement was created for public submitting content to News Media Network either directly or via our partners. It may be shared with any person who is involved with or assists you in making the decision to submit your content with us.

BREACH OF TERMS

Those in breach of this supply agreement are subject to having any payment owing voided.

COPYRIGHT

This document is copyright to News Media Network and may not be re-produced in part or in full without written permission.

THANK YOU

Thank you for supporting News Media Network in providing content to us and supporting our mission in connecting content creators with local, state, national and global media.

Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely



Daniel Shaw
National News Director

News Media Network
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