



News Media Network / Severe Weather Australia Public Content Submission Agreement 17 October 2023

This is an agreement between you, being the Videographer/Photographer (Contributor) and News Media Network / Severe Weather Australia (NMN) for the purpose of exclusively managing the licensing and rights management of your content globally on a perpetual term.

CONTENT OWNERSHIP & PUBLICATION

- You, the Contributor retain ownership for the content you have produced and you may publish it via any medium managed and/or owned by you either personally or professionally without restriction on a perpetual basis.
- NMN requests that if you publish your own work, you include clear licensing information about how others can license this content via NMN. Refer to: "INCLUDE LICENSING INFORMATION".

COMMISSION

- Commission for Public Contributor Submitted Content is:
50% to the Content Creator (Contributor)
Special commission may apply for "UNLICENSED CONTENT USE"
50% to News Media Network (Distributor/Rights Manager)

CONTRIBUTOR SUBMISSIONS

- You, the Contributor confirm that the content being submitted has been captured by you, or you are legally acting on behalf of a minor and you have the right to supply this content for exclusive licensing and rights management by NMN globally.
- You, the Contributor understand that NMN shall be managing all licensing, publishing permissions & sales enquiries globally for content submitted to us and you must forward any direct enquiries by email to use or otherwise share your content that involves the publication/broadcast of these works.
- You, the Contributor agree that NMN shall be the exclusive global licensing agent to manage all content licensing and rights management for your submitted content on a perpetual basis.
- You, the Contributor agree that NMN may publish your submitted content in any medium/format to assist with the promotion and sales of your content on a royal-free basis. You further agree that our partner/s who are involved in the contributor submission process may also do the same.
- You, the contributor understands that NMN may include your submitted content in copyright detection tools that may discover unlicensed uses of your work and act as needed to forcibly block, monetize or remove allegedly offending publications of your content. You agree to allow us to include our global rights management partners in this process and also act independently as needed to protect your content from alleged unlicensed use. A special commission applies for this work: Refer to "COPYRIGHT & RIGHTS MANAGEMENT COMMISSIONS".

SOCIAL MEDIA COMMISSIONS:

- If your content is published by NMN on its "News Media Network" & "Severe Weather Australia" branded monetized social media, a commission split may be payable to you if the total revenue owed to you reaches \$50.00 AUD (Australian Dollars). Revenue calculations are assessed yearly. When/if this threshold is reached, we will request an invoice by email. If a significant income is earned at an earlier date, we may contact you by email to advise of any extraordinary payment that we wish to pay earlier than expected. If the minimum payment threshold of \$50.00 AUD is not reached within three (3) years from the date of publishing, any low income that may be owed is forfeited by you and shall be allocated 100% to NMN.

INCLUDE LICENSING INFORMATION

For **Weather** related content add a watermark or text in your post stating;

"Licensing available via Severe Weather Australia"

For **News** related content add a watermark or text in your post stating;

"Licensing available via News Media Network"

DISTRIBUTION & PRICING

- NMN shall distribute your submitted content as needed, either as a push alert to media and other corporate entities across Australia and globally. We may make your content available via other systems such as our managed NMN/SWA (Severe Weather Australia) stock libraries and distribution systems such as our NCDS (National Content Distribution System).
- NMN shall determine fair pricing and licensing terms for all sales to media and corporate entities and may choose to enter into first rights, exclusive or non-exclusive agreements. Pricing for content can vary daily and is based on many factors such as global & local news, competing content, timing of submissions and type of content captured.
- NMN cannot guarantee if any licensing sales will be made for your content, but will do it's best to help protect and secure fair market pricing for every licensing sale made on your behalf.

NOTIFICATION OF PERMISSIONS OR SUPPLY

- Prior to your content submission with NMN, if you have allowed the use of your submitted content by any other third party or corporate entity, please ensure this is documented in your submission. NMN can still work with you in most occasions but may be limited with some sales, distribution & rights management.
- If you sent your content to a media agency or other commercial entity prior to completing your submission with NMN, understand that their affiliate agreements may allow for the global distribution of your content with or without credit and payment to hundreds of commercial partners globally. NMN will not be in a position to recover potential losses of income in these cases and the Contributor understands that losses could be extraordinary.

LICENSING TERMS

- Organisations that license your content via NMN 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 or on a limited term depended on our license agreement. This also allows third parties to do the same when approved by NMN.

CREDIT / BYLINE

- Credit will be requested for most online & print media.
- An example of content credit appears below;
"David Smith / Severe Weather Australia"
"David Smith / News Media Network"
- Credit information is supplied in your (Your Full Name) entry via our submission form.
- Should you wish to not be publicly credited for your work, use the following example:
Your Full Name = *"David Smith – PLEASE DO NOT CREDIT ME"*
- Note: Credit is not required for television broadcasters or subsequent website and/or social media use.
- Errors may be made by a Publisher/Client, we will do our best to correct any error brought to our attention. Please email news@newsmedia.net.au regarding any credit error and forward links/evidence for what needs updating.

DECLARATION

- You declare that all content being submitted is your own, you have rights to submit it to NMN exclusively and your content does not infringe on any person/s, organisation/s or property rights, and no laws/regulations were broken in capturing this content.

COPYRIGHT & RIGHTS MANAGEMENT COMMISSIONS

- We will attempt to recover payment for unlicensed use of your submitted content, however legal or other action will be at our discretion. No guarantee can be made that action will be taken or if success is possible due to the time and extraordinary costs often involved.
- In some cases, work to resolve an alleged copyright matter may not be attempted due to the factors such as an unknown publisher with limited or no contact details available.
- If you discover any potential unlicensed use of your submitted content, please notify us via our REPORT CONTENT USAGE FORM via our website.
- Most resolutions will involve the removal / blocking of the offending works at our unpaid time and expense with no payment to anyone.
- Some unlicensed use may fall under legal exceptions in the copyright law. We ask that all unlicensed use be reported to us so we can assess if further action is warranted.

PAYMENT PERCENTAGE

If payment is received for copyright claims & rights management work (Rights Management Discovery, Manual Searching, Correspondence, Settlements, Demands or Legal Action), when/if payment has cleared for the unlicensed use of your content/submission, NMN must allocate a fair percentage for this often time-consuming & costly work.

Resolution commissions shall be calculated at 30% paid to you (Contributor) after factoring for all extraordinary fees following receiving of cleared funds if and when received.

Extraordinary Fees may be considered (Legal Costs, Investigation Costs, Partner Rights Management Costs, 3rd Party Discovery Reports, Bank Wire Transfers).

PROMOTION & PUBLISHING

- NMN may publish your content via associated websites & social media to assist with the licensing & sales process. Content will remain online in perpetuity. If your content is already published with clear licensing information, we may share via your publicly available source to support your publication & social media presence.
- Publication of your content by us does not guarantee sales, however it does assist with publicity and reaching potential clients who have not already been directly notified about the availability of your content.
- All content published by NMN will be watermarked to prevent unlicensed use, with clear licensing information.
- Content will be clearly credited, unless requested otherwise by the Contributor.

UNDER 18 YEARS OLD

Those who are under 18 years old may submit content to NMN.

- You confirm this is your own work (Content) and you have captured the content being formally submitted.
- You have read this agreement in full and have requested the assistance of an adult who can fully understand this entire agreement and can best advise you if you should proceed with completing a submission.
- Where needed, you have obtained (asked) permission from your parent/guardian prior to completing a submission.

Parents / Guardians may submit content captured on a minor's behalf. When this is done, please add clear information into the additional details section who must be credited, if anyone. When a parent/guardian completes a submission, in the name field please use the following format. Example: "David Smith (Father of Libby Smith)"

When a parent/guardian completes a submission on a minor's behalf, the email address and contact information should be the parent/guardian for point of contact.

CONTENT USAGE

- If you discover your content being used, be it media, social media or other forms of publishing & broadcast please assist us by notifying us about this use. Please send us any video or photo evidence including any URL link. To notify us regarding content use, visit our website and complete the [REPORT CONTENT USAGE](#) form.
- Your content may be licensed or used without permission globally, so having an extra set of eyes is always helpful in verifying legitimate and unlicensed use.
- We can only invoice or attempt to invoice a publishing entity if we receive one of the following.
 1. Confirmation received directly from the organisation or entity that used your content.
 2. Evidence discovered by us, our partners and via rights management & discovery tools.
 3. Confirmation of use as discovered by you.

CONTENT DELIVERY SPECIFICATIONS

IMAGES: QUANTITY

- Maximum of 10 photos per general event/incident.
- Maximum of 30 photos per major event/incident.

IMAGES: FORMAT

- Save quality of 80% or higher using Adobe Photoshop or a similar application.
- Edited images should be between 4mb and 20mb per photo.
- Format for images is .JPG

IMAGES: POST PROCESSING

- Ensure all photographic content is not over processed and meets national guidelines of photo journalism.
- Never remove or add objects such as people via retouching.
- Removal of sensor dust or artifacts captured which were not present in the real world is appropriate.
- Image compositing (stacking) for some weather content is permitted provided this is clearly declared.

VIDEO: BROADCAST / PROFESSIONAL

- Edited broadcast/professional video content should be delivered segments of no greater than 5 mins per edited clip and compressed via the guidelines below.

VIDEO: ENCODING FORMAT

For edited broadcast/professional video, please use the following encoding option.

- Video Dimensions = 1920x1080 (4K is acceptable but may delay the ingest/distribution/review process).
- Video Compression = AVC/AAC
- Video Format = MP4
- Video Frame Rate = 25fps or 50fps (If captured in another format, keep this format to prevent quality issues)
- HD Maximum Bitrate = 16mbits
- 4K Maximum Bitrate = 30mbits

MOBILE DEVICE IMAGES & VIDEO

- Video & Photo submissions captured on mobile phones/devices must be the originals and submitted from the same device where the image was captured or via a computer or other system that can transfer original / unedited content.

CONTENT PROTECTION & WATERMARKING GUIDELINES

- When content is published online, we strongly recommend that all content published be protected to prevent unlicensed use.
- A request may be made by us for you to remove your unprotected online content, however it will remain at your discretion if you wish to do this. You accept any risks and/or losses should you not adequately protect your work from unlicensed use.
- When you publish your work, please include the following statement.
For Weather content. "Licensing via Severe Weather Australia"
For News content "Licensing via News Media Network"

PAYMENT TERMS & INVOICING

- Upon confirmation of successful sales, a detailed summary will be emailed to you.
- Any bank / processing fees will be deducted prior to the split.
- Invoices should be made out to:
News Media Network
P.O. Box 162, Vaucluse, NSW, 2030
ABN: 51628-370228
- If you are registered to charge GST, this may be added to the total.
- All payments are made by direct deposit in Australia Dollars only to an Australian bank account after receiving a valid Tax Invoice.
- For those who have never invoiced an organisation before, we have an online Tax Invoice creation form which will be sent to you. Our form creates an invoice for you and follows Australian Tax Legislation.
- 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 60 days for Australia, and up to 3 or more months for international clients.

PAYMENT / INVOICE DEADLINE

- When payment is owed to you, you will be informed by email to invoice us.
- One (1) additional email shall be sent if this invoice is not received within 30 days of our first request.
- We will call you one (1) time and shall also send a single SMS reminder.
- If an invoice is not received within 90 days of our first request, the payment owing shall be void.

SUPERANNUATION

- Superannuation payments are not applicable under this agreement as a determined percentage is allocated to each party for all sales and any rights management.

FEES & OVERDUE ACCOUNTS

- If payment is being received from an overseas entity; wire transfer, merchant, exchange and bank clearing fees will be deducted from the total sale prior to commission processing.
- If an 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.
- Non-confirmation use fees may be charged by NMN. These fees are not generally subject to commissions unless the use was unknown by NMN and your notification was reason for the discovery.

PRIVACY POLICY

Information submitted by you will be available to our clients and where needed to enforce copyright and rights management of your content.

Information you have supplied about an incident/event may be quoted by the media or any other publisher.

If your submission is being investigated by law enforcement or another government body and we are requested to supply evidence to them, we must comply with that order.

Personal details submitted on your invoices such as address and bank account information will be kept confidential and only accessible to those involved in the administration of NMN. Invoices may be reviewed by the Australian Tax Office and those involved in accounting, auditing, government enforcement or other legal process.

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

Meta Data may be present in submitted content which may include the location where this content was captured. This information will be available to clients who can access this content and could be made public depending on how the content is edited.

LIABILITY

You affirm that all information sent to NMN is truthful and accurate.

You affirm that all content submitted to NMN was captured by you and you have the rights to submit it to us for exclusive licensing & rights management.

If it's later discovered that you have been untruthful in your submission and/or the content submitted to us is not your own, you accept that you may be liable for monetary damages to NMN and any person and/or organisation that has been impacted due to your submission to us. Damages may include losses of any kind including any legal fees associated with any action being brought against you.

Where necessary, we may provide access to your submitted content, submission & invoice to potential claimant's legal representation.

SAFETY POLICY

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

- Obey all local, state & national 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, act maliciously, 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.

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 unless both parties agree in writing.

AGREEMENT COPYRIGHT

This document is copyright to News Media Network and may not be re-produced in part or in full.

GENERAL RELEASE

We pride ourselves in doing the right thing by our contributors, clients and partners. In the rare circumstance where a human error may be made by NMN we will work to resolve this matter directly with you.

If a dispute between NMN and You cannot be fairly resolved, and you are not open to a fair resolution, you agree to release News Media Network (NMN) / Severe Weather Australia (SWA), its contractors, employees or other managers from and against all actions, proceedings, claims and demands, costs, interest, injunctive relief or other remedies arising from the management and use of the content that was submitted.

If we have been unfair in our handling of any dispute with you, you may seek legal action for a matter to be heard in Sydney, New South Wales, Australia. We shall agree to independent arbitration to save you costs where you are unable to afford legal representation.

TERMINATION

This agreement remains in force for as long as News Media Network / Severe Weather Australia (NMN) remains trading in Australia.

Termination of this agreement may be requested by either party, but must be agreed to by NMN. NMN may decline an agreement termination request from a Contributor where work has already been undertaken to rights manage a Contributor's submission.

Any and all license agreements issued and/or agreed to by NMN up until any termination remains valid and cannot be reversed.

PHOTOGRAPHER PRINT SALES

Photographers who submit content to NMN under this agreement may continue to directly sell and market their own printed material to their own personal clients with no commission owed to NMN.

This agreement is intended for the commercial licensing of your content (Media, Corporate, Productions, Advertising, Government, etc) and does not impact your direct sales/printing of your photography work where physical and/or digital sales are made for personal end client display.

If we receive a personal print request for submitted content, these will be forwarded to you by email at no cost.

No commission is payable to NMN for your own personal sales where you have completed this direct personal client work.

THANK YOU

Thank you for entrusting News Media Network & Severe Weather Australia to rights manage your content globally.

We look forward to supporting you and your work.

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

Sincerely

A handwritten signature in black ink that reads "Daniel Shaw". The signature is written in a cursive style with a horizontal line underneath the name.

Daniel Shaw
National News Director

News Media Network / Severe Weather Australia
www.newsmedia.net.au
www.severeweather.com.au