

HALSBURY TRAVEL USER GENERATED CONTENT TERMS OF USE

1. Halsbury Travel Limited ('Halsbury', 'we', 'our', 'us') reaches out to social media users to seek their permission to feature our favourite content on our website, social channels, and various promotional materials. You are reading this because we're requesting your permission to use your social media content ('User Content', 'Content') in this way.
2. If you choose to allow us to use your social media content (including photos and videos) by replying with the hashtag #YesHalsbury, you agree to these Terms and Conditions, as well as the X (formerly Twitter), Facebook, Instagram, LinkedIn, YouTube or other social channel terms and conditions of use (as applicable).
3. Halsbury collects and transmits to the Halsbury website halsbury.com (the 'site'), social media channels including but not limited to X (formerly Twitter), Facebook, Instagram, LinkedIn and YouTube, promotional materials, surveys and other properties content including photos, text, graphics, audio, video, location information, comments and other materials from social media sites ('Properties'), for use by Halsbury in connection with its business, including marketing, promotional, advertising and other consumer-related activities ('Activities').
4. You hereby grant Halsbury and its related companies, agents, licensees, sublicensees, contractors, successors, legal representatives, assigns and third-party service providers, and their respective partners, marketing and public relations agencies, and other affiliates (the 'Licensed Parties') a worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-confidential, non-exclusive, transferable, sublicensable right to use, store and/or copy your content in any manner to be determined in the Licensed Parties' sole discretion, including but not limited to webpages and social media pages operated by the Licensed Parties, in promotional emails and advertisements, and in any and all other marketing, promotional and advertising initiatives, and in any media now or hereafter known.
5. The Licensed Parties may use, display, publicly perform, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit and make publicly accessible the content in any manner in their sole discretion, with no obligation to you whatsoever.
6. You grant the Licensed Parties the right to use your username, real name, image, likeness, descriptions of you, location or other identifying information, including but not limited to your voice, in connection with any use of your User Content.
7. By consenting to our use of your Content, you confirm, warrant and acknowledge:
 - a. You are 18 years of age or over;
 - b. You own all rights in and to your Content and/or have obtained appropriate rights and permissions from any and all other persons and/or entities who own, manage or otherwise claim any rights with respect to such Content;
 - c. You are solely responsible for your Content;

- d. The Licensed Parties' use of your Content as described herein will not violate the rights, including but not limited to copyright, trademark, patent, trade secret, privacy, publicity, proprietary or other rights, of any third party, or any law, rule or regulation;
- e. To the extent permissible by law, you hereby irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of the Content; and
- f. The Content is not libellous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful or prejudicial of any person or group on the grounds of race, religion, sex, sexual orientation, age or disability.
8. The Licensed Parties reserve the right to remove any Content from the Site and/or the Properties in their sole discretion. If you believe any content, including Content, residing on the Site or Properties or displayed or used in connection with any Activities infringes any person or entity's copyright rights, please notify us.
9. The Licensed Parties have no obligation to maintain the confidentiality of any information including your identity, in whatever form, contained in any submission by you in relation to the Content or otherwise, to any third party who claims that the Content constitutes a violation of their intellectual property or of their right to privacy except pursuant to the Licensed Parties' respective privacy policies.
10. By using the Site and/or the Properties, you are consenting to the Licensed Parties' collection of any personal information you provide for the Licensed Parties' use and disclosure in connection with the use of your Content as described herein. If you do not agree to the collection, use and disclosure of your personal information in this way, please do not use this Site or otherwise provide the Licensed Parties with personal information. Your personal information may be transferred to servers located outside the country in which you live or to third parties in other countries so that they may process personal information on the Licensed Parties behalf. By using the Site or otherwise providing the Licensed Parties with personal information, you agree to the foregoing collection, use, disclosure, transfer and processing of your information in accordance with the terms of these Terms and Conditions, Halsbury's [Privacy Policy](#) and applicable data protection laws and regulations.
11. You hereby release, discharge and agree to hold the Licensed Parties, and any person acting on their behalf, harmless from any liability related in any way to the Licensed Parties' use of your Content.
12. You acknowledge and agree that you do not acquire any ownership or other rights in proprietary information and materials of Halsbury by authorising use of your Content or otherwise using or accessing the Site, the Activities or the Properties.
13. These Terms and Conditions are personal to you and may not be assigned or transferred by you for any reason whatsoever without Halsbury's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect.
14. Halsbury reserves the right to alters these Terms and Conditions without advance notice by posting a revised Terms and Conditions. Accordingly, you should review the Terms and Conditions each time you grant permission or authorisation to feature your Content.

15. You agree that if Halsbury does not exercise or enforce any legal right or remedy which is contained in these Terms and Conditions (or which Halsbury has the benefit of under any applicable law), this will not be taken to be a formal waiver of Halsbury's rights and that those rights or remedies will still be available to Halsbury.
16. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms and Conditions are invalid, then that provision will be removed without affecting the rest of the Terms and Conditions. The remaining provisions of these Terms and Conditions will continue to be valid and enforceable.
17. These Terms and Conditions (and any non-contractual disputes/claims which arise out of or in connection with them) will be governed by English law and you hereby submit to the exclusive jurisdiction of the English courts.