#### BBC

# The BBC Terms of Use

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#### 1. Hello

These are the BBC's terms of use. They tell you:

- The rules for using our services
- What you can do with our content (share it, link to it, that sort of thing)
- What we can do with things you post or upload.

Your rights and responsibilities, basically – important stuff.

We've kept them as short as possible, and we've made videos for the complicated bits. So do read them, and check in for updates as the latest version always applies (we'll usually only make updates when we release a new service, change how we provide a service, or have to comply with a new legal requirement).

#### 2. When these terms apply

Read these terms before using our services. Whenever you use our services you agree to these terms.

If you don't stick to all these terms then we can suspend or terminate your use of services and your account. But first...

# 3. What's all this about "services" and "content"?

That's media speak for:

#### a. Services

Anything digital offered by the BBC. Such as:

- Websites (like <u>bbc.co.uk</u>, <u>BBC News</u>)
- BBC iPlayer
- Apps (like BBC Sport, BBC News)
- Podcasts
- content available through feeds, like RSS
- Red Button.

#### b. Content

Anything that's available through those services. Including:

- TV and radio shows
- Text

- Audio
- Video
- Images
- Games
- Software
- Technical stuff such as metadata and open-source code
- Anything made by people using our services. Usergenerated content, that's called.

#### 4. When other terms apply

### c. When you use services or products provided by BBC Worldwide or someone else

When you use someone else's services or products, like a virtual reality headset, they will have terms for using them.

Some services are provided by BBC Worldwide. These will have their own terms.

## d. When you use services where we tell you they apply

Like when you enter a competition. If there are extra terms, we'll always let you know.

#### 5. Child-friendly services and tools

If you're looking for something child-friendly, here are some good starting points:

- <u>CBeebies</u>
- <u>CBeebies Playtime Island</u>
- <u>CBeebies iPlayer</u>
- <u>CBBC</u>
- CBBC iPlayer

Ultimately, it's up to you to decide what's suitable. But here are some tools that may help:

- To stop children accessing Guidance-labelled content, use the <u>BBC Parental Guidance Lock</u>.
- To teach children about staying safe online, try <u>CBBC Stay Safe</u>.

• For advice on how to keep your children safe online visit <u>Internet Matters</u>. On that site is how-to advice to <u>activate parental controls for your devices</u>, gaming consoles, broadband access and entertainment platforms around your home.

#### 6. When you need a TV Licence

You need to be covered by a TV Licence to watch or record live TV programmes on any channel, or to watch or download BBC programmes on iPlayer when you're in the UK, the Channel Islands or the Isle of Man.

This could be on any device, including a TV, desktop computer, laptop, mobile phone, tablet, games console, digital box or DVD/VHS recorder.

If you're outside these areas you need to check if your country has its own TV licensing scheme.

Find out more about when you need a TV Licence.

# 7. Terms for using our services and content

A few rules to stop you (and us) getting in trouble.

These apply to our services and content. One exception is content that's made to be shared – "shareables" for short – which has some different, more relaxed rules. The <u>rules about shareables are here</u>.

#### a. Don't mess with our services

What do we mean by that? This sort of thing:

- Hacking them
- Trying to get around our content security technology (software that stops people copying our content)
- Accessing content from outside the UK that you aren't allowed to, or helping others do the same. For example: using a VPN service so you can watch BBC iPlayer when you're outside the UK
- Refusing to remove content, games or apps from your device when we ask you to. This might happen when we take down services. Which we can do at any time, without notice.

#### b. Don't harm or offend other people...

...while using our services or content. That means:

- Don't damage our reputation by associating us with sexism or racism, for instance
- Don't get us sued by defaming (damaging the reputation of) someone, say, or commenting on an active lawsuit
- Don't harass or upset people
- Don't post or upload anything offensive or obscene
- If you disagree with someone, attack the argument, not the person.

#### c. Play it safe

Be aware of your surroundings especially when you're using our services or content on the move and always use your device safely.

Don't use our 360° and virtual reality apps if you:

- Are pregnant
- Have consumed anything that may affect your balance

• Have (or have had) a medical condition, like binocular vision abnormalities, psychiatric disorders, seizures or a heart problem.

Make sure you're in a safe place, preferably seated.

Stop immediately if you feel:

- Sick
- Eye strain
- Dizziness
- Any discomfort.

Don't take part in any activities where you need to focus straight after, or if you feel slightly dazed or confused.

#### d. Don't pretend to be the BBC

Except at fancy dress parties. That includes:

- Recreating a service or copying the look of a service
- Using our brands, trade marks or logos without our permission
- Using or mentioning our content in press releases and other marketing bumph
- Making money from our content or services. You can't charge people to watch our shows, for example
- Sharing our content. Apart from <u>shareables</u>.

#### 8. Using BBC content

#### a. When you need permission

To use any of the following things...

- Whole shows
- Clips
- Photos
- Content
- Our logo and other branding
- Anything else that's protected by copyright...you'll need to get permission.

We don't always own the copyright.

Our content often includes other people's content, you see. For instance, a TV show might feature images, video and music that belong to artists, actors and musicians. Or we only have a licence to broadcast a show, and it's the production company who owns it.

So you'll have to ask them if you can use it. Except under certain circumstances...

#### b. When you already have permission

- If you're at a school, college or university that's got an Educational Recording Agency licence.
- Read about the <u>Educational Recording Agency licence</u> <u>here</u>.
- Read about other copyright exceptions here.
- For shareables. The rules about shareables are <u>here.</u>
- For <u>open-source</u> code and open data.
- To download podcasts for personal use using our download button.

You can <u>download podcasts</u> for personal use. You can also transfer podcasts between your devices.

But don't upload a podcast back to the internet from your device. Use the sharing buttons instead to tell your friends about it.

• To download BBC <u>iPlayer programmes</u> using our download button.

#### c. How to get permission

For logos and branding, read this.

For metadata and feeds, read this.

For business use read this. Bear in mind: you normally need to ask permission and there may be a fee to pay.

For everything else, read this.

#### 9. Shareables – what they are

Content that's shareable will have one or more of these buttons next to it:

- Share
- Embed
- Social media buttons for posting to Facebook, Twitter and so on.

We don't always own the copyright for shareables. Sometimes we have to get a licence or permission from the people who made it.

So stick to these rules. Otherwise, among other things, the people who made it won't want to make content for us again.

You'll need to get our permission first for any business use, and you might have to pay a fee. <u>For business use</u> <u>read this</u>. When you share to a social media platform their terms will apply. Do read their terms (which you can search for online).

#### 10. Shareables – what you can do

#### a. Use sharing buttons

To share a link to our content on your website or social media.

#### b. Use our player

It's fine to use our embed button to put our player on your website or social media account.

But don't change how the player works, and don't take content out of it. Don't embed any content that doesn't have an embed button.

Different rules apply for using iPlayer. Read about them here.

#### c. Post comments and views...

...about our shareables. That's fine. Encouraged, even. Just as long as they're not evil.

#### 11. Shareables – what you can't do

a. Don't use them to harm or offend. And don't put shareables with harmful or for offensive stuff

Here's a list of things that may harm or offend:

- Insulting, misleading, discriminating or defaming (damaging people's reputations)
- Promoting pornography, tobacco or weapons
- Putting children at risk
- Anything illegal. Like using hate speech, inciting terrorism or breaking privacy law
- Anything that would harm the BBC's reputation.

#### b. Don't make it look like they cost money

You can't charge others for using our shareables. If you put them on a site that charges for content, you have to say they're free-to-view.

#### c. Don't make them more prominent than non-BBC content

Otherwise it might look like we're endorsing you. Which we're not allowed to do. Also, use shareables alongside other stuff. You can't make a service of your own that contains only our shareables.

Speaking of which...

### d. Don't exaggerate your relationship with the BBC

You can't say we endorse, promote, supply or approve of you.

Don't use shareables for political purposes.

And you can't say you have exclusive access to our content.

### e. Don't associate them with advertising or sponsorship

That means you can't:

- Put any other content between the link to the shareable and the shareable itself. So no ads or short videos people have to sit through
- Put ads next to or over them
- Put any ads in a web page or app that contain mostly shareables
- Put ads related to their subject alongside shareables. So no trainer ads with a shareable about shoes
- Add extra content that means you'd earn money from them.

### f. Don't be misleading about where they came from

You can't remove or alter the copyright notice, or imply that someone else made them.

# 12. Shareables – what you have to do

- Use the latest version and, where we have it, don't remove any tagging or tracking.
- Make sure it's displayed accurately.
- Add a credit (if it doesn't already have one).

Most come with credits included. If not, put one of these in a prominent place nearby to show where you got the shareable from:

- Source <u>BBC News</u>
- bbc.com/news
- BBC Sport
- <u>bbc.co.uk</u> © copyright [the year goes here] BBC

If possible, add a hyperlink to the shareable's original location. Make sure it works, and don't put anything between the credit and the link.

# 13. Shareables – a thing we have to say

Apart from <u>what we're responsible for when there's a</u> <u>mishap</u>, we're not liable for anything that happens to you if you use a shareable.

#### 14. Open-source software

Some open-source software is available as downloads.

Find out more on our <u>open-source</u> here.

When you access it, we'll always let you know what terms apply.

#### 15. Metadata and feeds

#### a. For people

You're not allowed to pluck metadata from our content or feeds.

You can add the BBC News feed to your website or social media account. Provided:

- You don't change the feed or remove any of our branding or logos
- You credit us by saying it's from <u>BBC News</u>, <u>bbc.co.uk/news</u> or <u>bbc.com/news</u> putting the text and hyperlink in a prominent place nearby

You don't add our branding, logos and so on, except for any branding that's already embedded in the feed.

Read about how to set up a BBC News feed here.

#### b. For business

You'll need a licence to use our metadata (such as images, text, media and the links to them). <u>Apply for a metadata licence</u>.

For <u>business use of our feeds</u> you'll need to get our permission, and there may be a fee to pay.

#### 16. Creations – what they are

This part is about when you create your own content by:

- Uploading something of yours to one of our services
  like uploading to comment boards and forums
- Uploading your clip or photo of a breaking story to BBC News
- Using a service (like the Doctor Who Game Maker) to make something and then uploading it to the BBC.

We call these somethings "creations".

Things you enter into competitions (like drawings) don't count as creations for these terms. Competitions have their own terms.

#### **17. Creations – the terms**

#### a. There might be tinkering

Some services have tools that let other people use, reproduce, modify or edit your creation, or make things inspired by it.

#### b. We won't pay you for it

We appreciate you sharing your creation with us but sadly we can't pay you.

#### c. There might be other terms

Sometimes uploading a creation to our services means using a tool provided by someone other than the BBC. For example you can use WhatsApp to share your stories and eyewitness accounts with BBC News.

Sometimes the provider's terms and conditions apply to using their tool. Do read their terms (which you can search for online) as they tell you what the provider can do with your creation when you use their tool.

#### d. Personal information

We (or the provider we use so you can upload your creation) will not share the personal information you provide to us without letting you know first. Read more on how we use your personal data in our privacy policy.

#### e. We hope to use your creation

But we can't guarantee it.

#### f. Your name

We usually show your name alongside your creation. We'll try to remove it if you ask us to, but this isn't always possible.

#### g. Moral rights

When you upload a creation, you give up your moral rights to it. That means we can:

- Use your creation without identifying you as the creator
- Edit or change your creation and you won't be able to say we've treated it in a "derogatory" way.

Read more about moral rights here. And here's a shorter explanation of moral rights.

#### h. We might contact you

To check if you've got permission to use any music, images, clips or text in your creation. Or just for administrative purposes.

Read more about how and when we might contact you in our privacy policy.

# 18. Creations – what you can do with them

#### a. When you own the copyright

You own the copyright if your creation is completely new and original. Which usually means it doesn't feature anyone else's content, such as videos and music.

If so, you can do whatever you like with it.

Read more about your copyright here.

Read more about copyright in general here.

You can share your creations with some of our services, like message boards, forums, pin boards, and in the comments at the bottom of some news stories.

#### b. When you don't own the copyright

If your creation contains content – like images, sounds, music or video – made by someone else, the copyright for that content may belong to them.

Which usually means you'll have to get their permission to do anything with your creation. That includes posting, submitting or uploading it to the BBC.

Read more about your copyright here.

Read more about copyright in general here.

Once you've got permission, you can share your creation with the public. On your website, for instance, or on social media.

# 19. Creations – what the BBC can do with them

When you share your creation with us, we try to tell you exactly what we're going to do with it. But that's not always possible, so here's what might happen...

When you post, upload or contribute a creation, we can:

### a. Use, host or store it in BBC services and content

So you might see your creation on TV, on BBC Online, social media or on other sites who have our permission to feature some of our content.

## b. Copy, change or translate it, or make things inspired by it

We will only edit your news related content where necessary. <u>Read about how we use your news related</u> <u>comments and creations here</u>.

## c. Use it with our tools for making creations or remixing content

Some of our services – like the Doctor Who Game Maker – feature tools for playing around with our content, writing your own code, and making things like games and visualisations.

These might:

- Put your creations on display to inspire other people.
- Invite others to use your creation to make their own creation

#### d. share it to do research

We do research activities and sometimes collaborate with research partners. Every now and then we share our content and data with them. But we're careful about what we share and what our research partners can do with it.

#### e. Moderate it

Which means we can review, edit, remove or decide not to display it. And, if it breaks any laws, we can refer it to the police and other authorities.

And we can use it:

- Anywhere in the world
- In any medium (for example TV, the internet, radio and apps)
- For as long as we want even if you stop using our services.

And anyone we work with can do those things too.

For example, if you send an image to BBC News, we could share a news item featuring that image with a foreign broadcaster, who'd then be able to do all the things above.

They could also charge their users to see it.

# 20. Creations – what you can't send us

Don't send us anything that:

- a) Was made by someone else, or that copies someone else's creation
- b) Isn't in English (unless we've asked you to comment in another language)
- c) Is illegal or defamatory (damaging to someone else's reputation)
- d) Is inappropriate (offensive, off-topic or disruptive)
- e) Contains personal details
- f) Contains spam (unless you're commenting on a story about reconstituted meat)
- g) Breaks our election or referendum rules.
- h) Puts children at risk
- i) Infringes anyone's rights (that includes privacy rights)
- j) You've made as part of your job or for your business

- k) Promotes a business
- Identifies someone (unless you have their consent or, if they're under 16, the consent of their parent or guardian).
- m) Is in contempt of court
- n) Contains links to content that can't be seen easily, may be unsafe (viruses, worms, spyware and Trojans) or automatically launches lots of windows
- o) Doesn't comply with these terms

#### 21. Your BBC account

#### a. Registering for an account

You need an account to use some of our services, like BBC iplayer, personal recommendations and notifications.

#### b. Get your BBC account here

To keep your account safe, don't:

- Tell anyone your username or password
- Give us false information
- Try to log in as someone else
- Try to bypass our security measures
- Create more than one account
- Create an account for someone else, except for your child. And be sure to keep your details up-to-date.

#### c. What we do with your information

The data you send us when you register, fill in web forms or use our services helps us to:

- Provide you with services, recommendations, notifications and other features
- Improve our existing services and come up with new ones.

Read more on how we use your personal data in our privacy policy.

#### d. Changing settings and deleting your account

Find out how to tinker with or delete your account here.

#### e. Changing settings on your device

This can stop some of our services from working properly.

Find out more about changing your settings here.

#### 22. Mishaps

We take great care to make our content and services the best they can be. So if something does go wrong, we are responsible only:

 a) If our services or content damage your device or anything on it. Should this happen, you might be able to ask for compensation under consumer protection law.

Compensation isn't guaranteed, though. Be sure to get legal advice.

- b) For certain unlikely events. If our negligence causes death or injury, for example.
- c) If you're an individual "consumer" and it would be unfair for us to not be held responsible.

Otherwise, we're not liable for anything that happens if:

- You rely on advice, data, commentary, opinions or any other content
- There are errors, omissions, interruptions, delays, bugs or viruses
- We turn off or remove content, services, external links or creations (we'd normally only do this when we moderate, for legal reasonsor if we're improving a service)
- The thing that happens couldn't reasonably have been foreseen
- The thing that happens wouldn't usually result from the mishap
- You and we hadn't agreed that this thing would probably happen in the event of a mishap.

This applies to sites we link to as well as our content and services. Speaking of which...

#### 23. External links

We sometimes link to non-BBC sites. And we sometimes put our services on them – when you connect with us on social media, for example.

- A few things to bear in mind:
- a) We don't endorse the sites we link to.
- b) We're not responsible for their content or liable for anything that happens to you if you use them.
- c) If you or anyone else shares something containing a link, we're not responsible for anything on the site it links to.
- d) External sites usually have their own terms of use.

#### 24. BBC iPlayer

#### a. The rules for personal use

- iPlayer programmes are only available for a certain period of time, after which they're automatically deleted. Don't try to use technical trickery to get around this. <u>Read more about iPlayer's use-by dates</u> <u>here</u>.
- Don't stream or download iPlayer TV shows when you're outside the UK. Radio shows are usually fine, though. <u>Read more about using iPlayer outside the UK</u> <u>here</u>.

- Don't use iPlayer to make money. That means no ads or sponsorship, and no charging people to watch it.
- You need a TV Licence to download or watch BBC programmes on iPlayer.

Find out more at <u>www.tvlicensing.co.uk</u>.

#### b. The rules for business

You can offer access to iPlayer on your premises for watching or downloading BBC programmes. But:

• You'll need a TV Licence.

For more on that, visit <u>www.tvlicensing.co.uk</u>.

- Using iPlayer to play a whole show or a clip to an audience is a different story. <u>Find out more about playing iPlayer to an audience here</u>.
- You're not allowed to charge people to use iPlayer.

#### 25. Final stuff

A quick recap, a few extra legal bits and we're done:

 a) If you use a service on behalf of a business, that business agrees to these terms. So your business has to stick to these terms if you use a service...

- substantially to do your job as an employee, contractor or consultant
- for commercial purposes to make a profit or
- for educational, non-profit, charitable or government uses.
- b) As we said earlier, read these terms before using our services. When you use our services and content, you're agreeing to:
  - These terms of use
  - Any other terms we've let you know about.

And those things replace all previous agreements between you and us about using our services or content.

- c) This is a contract between you and us. No one else has any rights to enforce its terms.
- d) English law governs these terms, and only English courts can make judgments about them.
- e) Our services and content are made available to you by the British Broadcasting Corporation, Broadcasting House, Portland Place, London W1A 1AA.

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