



# Media Consent and Release Agreement

1. This agreement relates to the gathering, creation and use of all trip related content in all forms of media. **All this content will be owned by eXXpedition CIC, and eXXpedition Travel Limited will be entitled to use it by virtue of a license from eXXpedition CIC** and have the benefit of it as if it were also the owner of it as explained in condition 26.
2. For the purposes of this Agreement, the terms "We," "Us," and "Our" refers to eXXpedition CIC, a Community Interest Company organised and existing under UK law.
3. In order to publicise our work, and the wider aims of our mission, we need to gather content on our Trips. As a member of our Guest Crew, you will inevitably be captured in, and contribute to, this content. You may also create content for your own use. Any of this content may be used for promotional material, or shared with our partners and sponsors, and other Guest Crew. This agreement explains how content may be used and what restrictions there are on use (please refer to condition 13). Please read it in conjunction with our [Privacy Policy](#). If you have any concerns or questions, please do not hesitate to contact us on crew@exxpedition.com. By signing this agreement, you consent to eXXpedition using content, and to any restrictions on use of content (whether created by you, contributed to by you or otherwise) as explained below, .
4. This agreement includes important terms of eXXpedition's agreement with you. If at any point before or during the Trip, you fail to comply with this agreement, and the situation cannot be resolved satisfactorily, eXXpedition has the right to terminate your Trip.

## Gathering of, and creating, content

5. To facilitate the content creation, **all Guest Crew are asked to sign this agreement**. By doing so each Guest Crew allows eXXpedition to create and share content that you are in.
6. All content creators, including the Delivery Partner, the Mission Leader and any Guest Crew, will endeavour to ensure that the creation of content **does not impede the experience on board**. Any active content creators should be mindful of capturing personal moments, and respect the wishes of individuals who may not want to film/ have their photograph taken at certain points during the trip. As you will appear in eXXpedition's or other Guest Crew's' content, we ask that you be mindful of this when you are on board to avoid disagreement or inconvenience later, i.e. do not wear a bikini to do science unless you are happy to have that picture included in content that may be shared.
7. This agreement establishes consent for content creation as between Guest Crew and eXXpedition. However, any content gathered that includes anyone else must have the consent of those represented. This includes any content which captures local partners, communities and anyone not expressly on the eXXpedition trip.
8. Where you create and release your own content, you are responsible for ensuring all required media rights clearances, releases and permissions are collected in relation to your project. You should not assume that you have any such rights by virtue of eXXpedition using the same or similar content and no licenses of any third party content from eXXpedition should be assumed or are implied.
9. In order to give effect to what is said above, and by signing this agreement, you

- a. grant and license to us the right to use and authorise others to use your story, name, image and likeness and (to the extent of your contribution to them) all events, materials and information relating to your experience and life on your eXXpedition Travel Ltd. trip, whether provided by you or otherwise, and the right to film, photograph, record and reproduce the same in any format;
- b. assign to us (and where such assignment is of copyright or performers' property rights, by way of assignment of present and future copyright or performers' property rights) all right, title and interest of whatsoever nature in and to the results and proceeds of all performances, interviews, contributions and other services and assistance of whatsoever nature provided by you including any recordings of your voice and/or image (together the "Contribution").

## Use of Content

10. You will ensure that any content gathered on your Trip and subsequently used by you, should in no way be capable of causing distress, disruption or annoyance to other participants or any third party and must not engage with or display any behaviours incompatible with the eXXpedition [community guidelines](#) available on eXXpedition's website, including but not limited to: bullying or threatening behaviour; homophobia or transphobia; racism; libel or slander; behaviour that is incompatible with our inclusive, positive ethos; or any other negative behaviour, as referenced in our booking conditions and such behaviour would result in immediate termination of your booking.
11. At the end of each trip, **all Guest Crew will share photographs, video footage and audio recordings** with the Mission Leader to create a single bank of content from your trip. Use of this content is governed by the terms in this agreement. On the rare occasion that it is not possible to share content at the time, we would expect this to be sent to us within two weeks of the end of the trip. The only exception to this is edited long-form films, which should be shared within one year of the end of the trip. eXXpedition will receive a high-resolution version of the finished film and also a selection of high resolution short unedited clips that can be used for future eXXpedition promotional material.
12. There will be situations where Guest Crew will want to utilise content created by other Guest Crew. This might be for anything from a visual aid in a school talk up to inclusion in a commercial product, such as a film or photo exhibition. **Guest Crew-to-Guest Crew content use** is down to the individual discretion of the content creator. eXXpedition will not get involved in these negotiations, but we can connect you to other Guest Crew to open the discussion if required. The rules for crediting and profit share (see condition 21), however, must be maintained.

## Assigning Content

13. In consideration for the various undertakings we make to you in this Agreement, including the last sentence of this paragraph, you **assign by way of future assignment to eXXpedition CIC the rights** to any content created on board, including your name, image, likeness and personal story through the use of photography, short-form cut and uncut video and edited films and written content completed post-trip (**Assigned Content**). This is to ensure that eXXpedition can spread the message about plastic pollution as widely as possible by sharing content on our website, with sponsors, through media outlets and in associated projects. In exchange, **eXXpedition will grant you a perpetual, non-exclusive, worldwide licence to use the Assigned Content** subject to the terms set out in this agreement. Neither party, content creator nor eXXpedition, will have to pay for the use of the Assigned Content.
14. You indemnify and keep indemnified eXXpedition from and against all damages, claims, losses, liabilities, costs and/or expenses (including, without limitation, reasonably incurred legal expenses and other advisor's fees) incurred by eXXpedition arising out of and/or in connection with any claim, assertion or proceedings alleging that the Assigned Content or the use of the Assigned Content infringes third party rights.

15. In assigning your Assigned Content to eXXpedition CIC you irrevocably and unconditionally waive your rights under sections 77, 80, 205C and 205F of the [Copyright, Designs and Patents Act 1988](#) to be identified as the author of the Assigned Content and to object to derogatory treatment of the Assigned Content.
16. eXXpedition agrees that they will use your content fairly and reasonably. Content will be shared in a reasonable way with media, sponsors and, where relevant, online. It may also be used in eXXpedition's associated projects' marketing materials. This will be selected content, not all the content provided to us.
17. eXXpedition will endeavour to ensure that all content will be credited 'eXXpedition/your name' where possible. You must ensure that content on external channels (ie, not your own website or social media) is credited with 'your name/ eXXpedition' (using either the eXXpedition name or logo) in return. When you submit your content to eXXpedition in accordance with condition 10, you are responsible for ensuring that your content is labelled correctly with your trip leg code, eXXpedition and your name.
18. You will be provided with a version of the eXXpedition logo for your use in association with the Assigned Content. When you use the eXXpedition name, it should always be written with a lower case 'e' and capital 'XX' as it appears in this agreement. When you use the eXXpedition logo, you must use the version that eXXpedition has provided you. You also must use the eXXpedition brand (name and/or logo) in relation to your Assigned Content in a way that aligns with the eXXpedition Community Guidelines and is not detrimental to eXXpedition's reputation. You should not use the eXXpedition brand in close proximity to any other brand without eXXpedition's permission. If you would like any guidance on using the eXXpedition brand, please let us know.
19. Any produced content from the Assigned Content, whether film, photo, written or other output, should also include a sensible and fair representation of the eXXpedition brand. The experience you have on our trips has been carefully designed, organised and facilitated and we ask that you both include mention of eXXpedition and reflect our mission in your content.
20. Assigned Content may not be used by any third parties without eXXpedition's consent and you may not license or agree terms of use of Assigned Content with anyone else. eXXpedition will require any third parties to enter into an agreement with eXXpedition permitting them to use the Assigned Content in accordance with the terms set out in conditions 13-19. eXXpedition may reasonably refuse to permit use of Assigned Content by any collaborator or third party. For example, eXXpedition may refuse to permit use of its content by anyone whose publicised cause, reputation or behaviour is incompatible with the eXXpedition Community Guidelines, including but not limited to, bullying, racism and homophobia.
21. Any Guest Crew who plans to produce content on the Trip for commercial purposes, will need explicit prior consent from eXXpedition CIC, and should be aware there may be cost implications.
22. In the situation where a Guest Crew has a commercially-successful end product, after recouping their own costs, they will profit share with eXXpedition CIC on a 50:50 basis.
23. If you are producing a film, book or other content output, you will allow eXXpedition to collaborate on the content's themes to ensure that both parties are working towards the same final goal. You will also ensure that eXXpedition has the right to see a draft (eg. rough cut of a film), request reasonable changes and have final sign off before the content is released and shared with the general public. eXXpedition will also have the right to be credited – this should be discussed and agreed on a case-by-case basis.
24. If eXXpedition finds that you have used the Assigned Content in violation of the terms in conditions 13-23, it may request that you:
  - (i) amend the relevant Assigned Content;
  - (ii) remove the relevant Assigned Content from the public domain; or
  - (iii) otherwise rectify the violation.You must comply with this request within 10 days of receipt.
25. I agree to the **terms of this agreement** and, by signing, I also agree to the following **terms**:

- a. I grant eXXpedition and associated organisations the right to record and photograph me.
- b. I understand that eXXpedition and/or other third parties will own copyright and other rights in and to such recording or photography.
- c. I warrant that to the best of my knowledge, any statements made by me will be true and will not violate or infringe upon another party's rights.
- d. I confirm that I will not receive:
  - (i) any prior notice that I am being photographed or recorded (other than in the terms of this agreement);
  - (ii) any prior notice of the use of the Assigned Content in eXXpedition materials (other than in the terms of this agreement); and/or
  - (iii) any compensation for the use of this material.
- e. I understand that eXXpedition will:
  - (i) store copies of recordings and photographs of me for reasonable archiving purposes and for later use as described in 25. e. (ii) and (iii);
  - (ii) edit copies of recordings and photographs of me for the purposes of creating eXXpedition marketing content; and/or
  - (iii) publish copies of recordings and photographs of me for the purpose generating publicity for and awareness of eXXpedition worldwide.

## eXXpedition Travel Ltd

26. eXXpedition Travel Limited, an affiliate of eXXpedition CIC, and the Delivery Partner of the Trip, shall have the benefit of this agreement with the exception of conditions 9, 13, 15, 21 & 22 by virtue of the Contracts (Rights of Third Parties) Act 1999. No other person, other than a party to this agreement, shall have any rights or enjoy any benefits under it.

## Jurisdiction and applicable law

27. This agreement shall be governed by and construed in accordance with English law. You agree that the courts of England will have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement and irrevocably waive any objection on the ground of forum non conveniens or any other ground, to taking of proceedings in the English courts. Notwithstanding this, you agree that eXXpedition will still be allowed to apply for injunction remedies (or equivalent types of urgent relief) in any jurisdiction.

Name On behalf of eXXpedition CIC		Name Guest Crew	
Date		Date	
Signature		Signature	