

## Proteus Terms and Conditions

1. The BBC reserves the right to change these Terms and Conditions at any time by posting any such changes on the internet site. You, (meaning, in the case of a sole trader, you and your employees, agents, servants and subcontractors, and meaning, in the case of a company or partnership, the company or partnership, its employees, agents, servants and subcontractors) will be responsible for reviewing information posted on the internet site to obtain timely notice of such changes. Clicking the "Accept" icon on the internet site after changes are posted constitutes your acceptance of the Terms and Conditions as modified by the posted changes.
2. Subject to paragraph 3 of these Terms and Conditions, you warrant that you will only use your user-ID and master password for the purpose of creating and submitting data to the BBC in respect of your independent production proposal.

### 3. Initial log in credentials

Initially the BBC will issue a single login ID and password to each company. The login ID and password will be e-mailed to the registered e-mail address for the Independent company.

When a user logs in for the first time they will be asked to enter a valid email address. We need this information both to send confirmations of your submissions and to send new passwords if you click the "Forgotten Password" link. The Independent company is responsible for keeping this email address correct and can do this via the "My Details" link accessible from the main Menu.

### Obtaining additional credentials

Should additional login ID's be required (up to a maximum of 10 per company) an e-mail request should be made to [proteus.support@bbc.co.uk](mailto:proteus.support@bbc.co.uk) stating the number of additional login ID's required and whether they should be able to create, edit **and submit** data to the BBC (Submission ID) or whether they should be able to create and edit data **but not submit** data to the BBC (Basic ID).

When the login ID's have been created the BBC will e-mail the credentials (ID & password) to the e-mail address for the Independent company held by the system.

### Cancelling credentials

Independent companies will not be able to cancel login ID's themselves. Should cancellation be required, the Independent company should e-mail [proteus.support@bbc.co.uk](mailto:proteus.support@bbc.co.uk) stating which login ID's should be cancelled.

When the login ID's have been cancelled the BBC will e-mail a confirmation to the e-mail address for the Independent company held by the system.

4. Any login ID's and passwords are confidential to you, and that you are responsible for maintaining their confidentiality. You agree to procure that:
  - 4.1 each user, logs off from the internet site once that user has finished each session using the internet site; and
  - 4.2 you will notify the BBC immediately if any user-ID, or password is lost, or if you become aware of any other breach of security of the internet site.

Without limiting the effect of paragraph 8 of these Terms and Conditions, the BBC will not be liable for any loss or damage to you or any third party which arises from your failure to comply with this paragraph 4.

5. The BBC may terminate your access to the internet site if it believes that you or any of your employees have breached or acted inconsistently with any of these Terms and Conditions.
6. The internet site is provided on an "as is" and on an "as available" basis without any representation or endorsement made and without warranty of any kind whether express or implied to the maximum extent permissible by law, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility and security. The BBC does not warrant that the internet site or its functions will be uninterrupted or error free, that defects will be corrected, or that the internet site or the server that makes it available are free of viruses or bugs.
7. While the BBC endeavours to ensure that the internet site is normally available 24 hours a day, access to the site may be delayed, modified, suspended temporarily or discontinued and without notice to you at any time. Without limiting paragraph 8 of these Terms and Conditions, the BBC will not be liable to you or any third party for any modifications, suspension or discontinuance of the internet site.
8. In no event will the BBC be liable to you or any third party for any damages whatsoever including, without limitation, indirect or consequential damages, or any damages arising from use or loss of use of the internet site, or loss of any data, profits, revenues or business, whether in action of contract, negligence or other tortious action, arising out of or in connection with the internet site.
9. You agree that all data submitted to the BBC by means of the internet site may be used by the BBC in accordance with its usual practices for the purposes of assessing your independent production proposal. The ownership of rights in the programme material will be governed by the independents production agreement if the programme is commissioned. Subject to the foregoing you agree that the BBC owns all data submitted by you to the BBC by means of the internet site once such data has passed through to the BBC's internal server, protected by a security system known as a "firewall" and following automatic confirmation of receipt of such data by the BBC. If you do not receive automatic confirmation of receipt of your submission, you must immediately contact [proteus.support@bbc.co.uk](mailto:proteus.support@bbc.co.uk) to advise of non-receipt.
10. All data which you submit to the BBC by means of the internet site shall be confidential to the BBC and shall not be passed to any third party unless you otherwise consent or if the BBC is under a legal obligation to disclose it.
11. Ownership of and risk in data created by you in respect of your independent production proposal remains with you until you receive such automatic confirmation of receipt of the data by the BBC. In order to minimise risk to the data you have created outside the BBC's firewall, the BBC will delete all text outside the BBC's firewall following your submission of such text to the BBC. You are responsible for ensuring that you have a copy of such text before it is deleted and, without limiting paragraph 8 of these Terms and Conditions, the BBC will not be liable for any loss or damage whatsoever arising from such deletion.
12. Any personally identifiable information that you submit to the BBC by means of the internet site will be subject to the Privacy Policy below, which may be updated by the BBC at any time by posting any such changes on the internet site.
13. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

14. If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable in law, then to the extent which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

### **Privacy Policy**

- The BBC respects any personal information that you submit by means of the internet site, and undertakes to comply with the Data Protection Act 1998 and any other relevant data protection legislation from time to time in place.
- Unless you consent to other uses of your personally identifiable information by the BBC, any personally identifiable information that you submit by means of the internet site will only be used within the BBC Radio Networks (or BBC Television Northern Ireland, if applicable) for the purpose of administering your relationship with the BBC with respect to your independent production proposal.
- Your personal data will be kept on a secure BBC server and will only be disclosed to BBC personnel within BBC Radio Networks (or BBC Television Northern Ireland, if applicable). The BBC will not willfully release any of your personal data outside BBC Radio Networks (or BBC Television Northern Ireland, if applicable) without your consent or unless the BBC is under a legal obligation to do so.
- If you wish to update or correct your personal data held by the BBC, you may email [proteus.support@bbc.co.uk](mailto:proteus.support@bbc.co.uk).