

## Terms & Conditions

This website (“Site”) is operated by Teilifis na Gaeilge (“TG4”). TG4 may from time to time provide the following services on the Site: TG4 players which includes tg4.ie, tg4.com, tg4.tv, cúla4.com, ponc.com, cine4.ie, gradam.ie, molscéal.ie and any other players which TG4 creates from time to time, applications, TG4 Cartlann site, ecoim site, social media sites which are hosted by third party platforms, community pages, message boards and any other features, content, promotions, games or applications (together the “TG4 Services”).

**Opt Out/Reservation of Rights by TG4 from Text and Data Mining under s53(B) of the Copyright and Related Rights Act 2000 (as amended):** Text and data mining is any automated analytical technique aimed at analysing text and data in digital form in order to generate information which includes but is not limited to patterns, trends and correlations. TG4 expressly reserves the use of all content of whatever nature included on this Site and on the TG4 Services, for reproduction or extraction for the purposes of text and data mining. TG4 does not permit text and data mining and the content of whatever nature on the Site and TG4 Services may not be reproduced or extracted for the purposes of text and data mining. This opt out (reservation of rights) by TG4 is in accordance with s53(B) of the Copyright and Related Rights Act 2000 (as amended) which requires that an opt out by a rightsholder (a) is machine-readable in the case of content made publicly available online, including metadata and terms and conditions of a website or a service, and (b) in case of content not made publicly available online, is clearly communicated to all persons who have lawful access to it.

TG4 opts out/reserves its rights from Text and Data mining in similar terms as aforesaid **under s53(B) of the Copyright and Related Rights Act 2000 (as amended)** for all TG4 content which is not made publicly available online, including without limitation the TG4 linear channels.

By visiting the Site you accept and agree to be bound by these Terms and Conditions, including any future modifications, which constitute an agreement (“**Agreement**”) between you and TG4 and to abide by all applicable laws, codes, rules and regulations (collectively, “**Applicable Law**”). TG4 may modify or amend this Agreement and such modification(s) will be effective upon posting the updated Agreement on the Site. Your continued use of the Site and/or TG4 Services following any such modification constitutes your acceptance and agreement to be bound by the Agreement as so modified. If you do not agree to be bound by this Agreement and to abide by Applicable Law, you must immediately leave the Site and discontinue your use of the TG4 Site and TG4 Services. Any questions or comments regarding, or problems with, the Site should be sent to the Site Administrator at [webmaster@tg4.ie](mailto:webmaster@tg4.ie).

## **Eligibility and User Protection of Log-In Information**

Users of the Site and TG4 Services who are under 16 years of age must have parental consent. TG4 is not permitted to collect the personal data of anyone under 16 years of age unless we have the consent of your parent. Any registration information you submit to create an account must be accurate, complete and kept updated. You are responsible for maintaining the confidentiality of your password and are responsible for all use of your account. It is therefore important that you do not share your password with anyone.

## **Term**

This Agreement shall remain in full force and effect while you use the Site and TG4 Services. TG4 may terminate your subscription or membership or use of the Site or the TG4 Services at any time, without warning but this Agreement will remain in effect.

## **TG4 Content**

The Site and TG4 Services contains various materials including information, text, files, images, video, sounds, musical works, podcasts, photographs, audiovisual works, copyright works, applications, and other materials or content (collectively **“Content”**) of TG4 (**“TG4 Content”**). TG4 Content is protected by copyright, and other laws, and as between you and TG4, TG4 owns and retains all rights in the TG4 Content, the TG4 Site and the TG4 Services. TG4 hereby grants you a limited, revocable, licence to access and display the TG4 Content solely for your personal, non-commercial use in connection with viewing the Site and using the TG4 Services in accordance with the digital rights management system applicable to the Content in question. The Site and TG4 Services may also contain Content of users and other TG4 licensors. Unless authorized in writing by TG4 to do so, you may not copy, download, stream, capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell or otherwise exploit or use in any manner any Content appearing on or through the Site and/or TG4 Services.

You may not create works or materials that derive from or are based on the TG4 Content. You may not either directly or indirectly interfere with any copyright, trademark, or other proprietary notices marked on the TG4 Content or any digital rights management mechanism, or other content protection measure associated with TG4 Content including geo-filtering mechanisms. You may not attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying ideas or algorithms of the Site or TG4 Services. You may not modify, port, translate, localise or create derivative works of the Site or the TG4 Services. You may not propagate any virus, worms, Trojan horses or other programming mechanism intended to damage any system or data on the TG4 Site or TG4 Services. You may not collect any information from or through the Site or TG4 Services using any automated means, including without

limitation any script, spider, “screen scraping,” or “database scraping” application or gain or attempt to gain non-permitted access by any means to the TG4 Site or TG4 Services. You may not use the Site or TG4 Services in violation of any laws or regulatory codes or rules applicable to TG4.

### **TG4 Cartlann site**

You are permitted to view content on the TG4 Cartlann site (which includes the archive Portal which was funded by Coimisiún na Meán) however please note that some Cartlann content will not comply with current applicable laws, including without limitation the broadcasting legislation and regulatory codes and rules and the licensee/viewer assumes full responsibility for compliance with the aforesaid if it uses Cartlann content, and subject to the foregoing you are permitted to use the TG4 Cartlann site as follows:

- (i) Use of the Cartlann content for non-commercial use including for personal use or educational use in accordance with the Non-Commercial Use Ratecard which includes terms and conditions applicable to the use in question.
  
- (ii) Use of the Cartlann content for commercial exploitation in accordance with the Commercial Ratecard or the TG4 Only Use Ratecard (as applicable) which includes terms and conditions applicable to the use in question. News and Current Affairs content in Cartlann TG4: When a viewer accesses news and current affairs content on Cartlann TG4, such content may not be accurate or fair to third parties referenced in such content at the time of access and the re-use of such material has the potential to create unfairness or result in inaccuracies. TG4 takes no responsibility for any news and current affairs content which is available on the Cartlann TG4 site: it is provided “as is” as follows:
  - (a) In the event that news and current affairs content is supplied to a licensee for commercial use in a programme which is being produced by TG4, it will be subject to the TG4 Only Use Ratecard which contains the terms and conditions which apply to the licence of such content and the licensee assumes full responsibility for the use of such content and for compliance with applicable laws including broadcasting legislation, codes and rules; and
  - (b) In the event that news or current affairs content is supplied for non-commercial use it will be subject to the Non-Commercial Use ratecard which contains the terms and conditions which apply to such use and the licensee assumes full responsibility for the use of such news and current affairs content.

(c) A viewer wishing to licence news and current affairs content in the TG4 Cartlann for use in a programme which is not produced for TG4 should make contact with RTE Archives directly.

(iii) Use of the Cartlann content under the copyright exemption:

“Research or Private Study” copyright exemption under s59(2)(a) of the Copyright and Related Rights Act 2000 (as amended) which permits TG4 as a prescribed library and archive to supply a copy of a **PART** of a programme, solely for the purposes of research or private study, provided only one copy is made available. No ratecard terms and conditions will apply to this copyright exemption use, but use will only be permitted provided the applicant signs and strictly complies with the Mandatory Declaration which applies to this copyright exemption and provided any administration cost is paid in advance to TG4 to cover the cost of retrieval/viewing/copying/transfer. Content which is used in reliance on this copyright exemption is provided by TG4 “as is”.

### **Ecoim Site**

If you register for the ecoim site your use of the site will be governed by this Agreement.

### **Use of TG4 Services**

The TG4 Services are offered for your personal use only and may not be used for commercial purposes. TG4 reserves the right to remove commercial content or any other content in its sole discretion. You understand that you are responsible for all content that you post, upload, transmit, email or otherwise make available on, through or in connection with the TG4 Services (collectively, “User Content”). You may not post any User Content which violates any laws or regulatory codes or rules applicable to TG4. Accordingly, please choose carefully the information that you post on, through or in connection with the TG4 Services. You understand that TG4 does not control the User Content posted by users via the TG4 Services and, as such, you understand you may be exposed to objectionable Content. Save as required by law, TG4 assumes no responsibility for monitoring the TG4 Services for inappropriate Content or conduct and assumes no obligation to modify or remove any inappropriate User Content, and no responsibility for the conduct of any user. You agree not to post or link to content that is unlawful, harmful, offensive or in breach of any third party rights or in breach of any laws or regulatory codes or rules applicable to TG4. You agree not to do anything which will interfere with the enjoyment by other users of the Site or which would affect the operation or security of the Site. You agree not to attempt to access personal

information of other Users. In using the Site or TG4 Services, you agree not to defame, harass, or cause distress or inconvenience to any other person. You agree not to impersonate another person and not to post, upload or otherwise transmit an image or video of another person without that person's consent, or their parent's consent if the person is under 16. You agree not to disclose personally identifiable information, such as your full name, email, address or telephone number.

TG4 has the right, but is not obliged to, remove User Content that violates this Agreement, as determined by TG4 in its sole discretion and to terminate a user's account.

### **Message Boards and Public Forums**

TG4 may offer users the ability to post public messages on message boards and forums ("Forums"). You acknowledge that messages posted on such Forums are public. TG4 is not responsible for the content or accuracy of any information posted on a Forum. TG4 may restrict or remove your User Content from a Forum for any reason at any time.

### **Privacy**

Use of the TG4 Services is also governed by our Privacy Statement, which is incorporated into this Agreement by this reference. All personal information held by TG4 will be held in accordance with data protection law and will only be used as outlined in the [Privacy Statement](#).

### **Your Proprietary Rights**

By posting any User Content on, through or in connection with the TG4 Services, you hereby grant to TG4, its licensees and authorized users – without any payment to you – a perpetual, worldwide licence to use, modify, and distribute such User Content on and through all media formats now known or hereafter devised, for any and all purposes, on the TG4 Services, or other TG4 services or third party services. There is no obligation on TG4 to use the User Content. TG4 may show your name with your contribution, unless you request otherwise, but for operational reasons this is not always possible.

You represent and warrant that you own the User Content posted by you on, through or in connection with the TG4 Services, or otherwise have the right to grant the licence set forth in this Section, and that the posting of User Content by you on, through or in connection with the TG4 Services does not violate the rights of any person or entity or breach any laws or regulatory codes or rules.

### **Copyrights and Other Intellectual Property**

TG4 respects the intellectual property of others and requires that our users do the same. You may not upload, embed, post, email, transmit or otherwise make available

any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. TG4 will terminate repeat infringers' access to the Site or TG4 Services in appropriate circumstances.

### **Third Party Links, Services and Advertising**

TG4 may provide, or third parties may provide, links to other websites, applications, resources or other services created by third parties (“**Third Party Services**”). When you engage with the Third Party Service, you are interacting with the third party, not with TG4. TG4 is not responsible for the content or practices of any websites other than the Site, even if the website links to the Site. If TG4 has provided links or pointers to other websites on the Site, they are solely as a convenience to you and no inference or assumption should be made and no representation should be implied that TG4 is connected with, operates, controls or endorses these websites. These Terms and Conditions only apply to the TG4 Site and do not apply to Third Party Services and sites. Third Party Services and sites are subject to the terms and conditions of those Third Party Services and sites.

TG4 takes no responsibility for third party advertisements which are posted on the Site, nor does it take any responsibility for the goods or services provided by its advertisers. Those advertisements and goods and services are subject to the terms and conditions of the advertisers in question.

### **Personal Information**

TG4 may require the User to provide some personally identifiable information in order to engage with the Site. The personal information will be used solely as outlined in TG4's Privacy Statement.

### **Disclaimers**

The Site and TG4 Services are provided “AS-IS” and “as available” and TG4 does not guarantee or promise any specific results from use of the Site and/or TG4 Services. TG4 expressly disclaims any warranties and conditions of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. In particular, TG4 makes no warranty that your use of the Site and/or TG4 Services will be virus free, uninterrupted, timely, secure or error-free or that any information obtained by you on, through or in connection with the TG4 Services or Third Party Services (including but not limited to, through User Content or third party advertisements) will be accurate or reliable. Under no circumstances will TG4 be responsible for any loss or damage, including but not limited to, property damage, resulting from use of the Site and/or TG4 Services, problems or technical malfunction in connection with use of the Site and/or TG4 Services, any material downloaded or otherwise obtained in connection with the Site and/or TG4 Services, any

User Content, third party advertisement or Third Party Services posted on, through or in connection with the Site and/or TG4 Services, or the conduct of any users of the TG4 Services, whether online or offline. Your use of User Content, third party advertisements, Third Party Services and the goods or services provided by any third parties is solely your responsibility and at your own risk. User Content, third party advertisements and Third Party Services do not reflect the opinions or policies of TG4.

### **Limitation of Liability**

In no event will TG4 be liable to you for any damages, including any indirect or consequential damages, or any damages arising from the use or loss of use, interruption of business, loss of data or profits, whether in contract, negligence or however arising from your use of the Site or TG4 Services.

### **Indemnity**

You agree to defend, indemnify and hold harmless TG4 arising out of your use of the Site and/or TG4 Services; your breach or alleged breach of this Agreement; your breach or alleged breach of the copyright, trademark, proprietary or other rights of third parties; or your use of the Site and/or TG4 Services in a manner which causes TG4 to be in breach of the law or regulatory codes or rules.

### **Termination**

TG4 reserves the right to immediately terminate your use of, or access to, the Site at any time for any or no reason, with or without prior notice or explanation, and without liability. Furthermore, even after your user account or access to a section of the Site is terminated, this Agreement will remain in effect.

### **Disputes**

This Agreement is governed by, and construed in accordance with, the laws of Ireland, whose courts will decide on any disputes.

### **Other**

The failure of TG4 to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.