

## CAMPBELL-SMITH REVISIONS COLLECTION

### 1 APPLICATION OF TERMS AND CONDITIONS

- 1.1 These terms and conditions will apply to your access and use of the website relating to the Campbell-Smith Collection contained on [www.revisions.co.za](http://www.revisions.co.za) (this "Website"). By using this Website, you accept that you will be bound to all the terms and conditions here of. If any of these terms and conditions are not acceptable to you, you must not use any aspect of this Website.
- 1.2 The Website is operated by Gilgamesh with address at [www.gilgamesh.co.za](http://www.gilgamesh.co.za).
- 1.3 If you have any questions about these terms and conditions, please contact us at the contact details set out below.
- 1.4 The Campbell-Smith Collection may change these terms periodically without notice, so we recommend that you should check them regularly, as your continued access and use of the Website will mean that you accept the updated terms and conditions. As a rule, it will be stated at the bottom of these terms the date on which they were last updated and/or amended. If you do not accept the changes, you should cease using this Website forthwith.

### 2 INTELLECTUAL PROPERTY

- 2.1 All intellectual property rights, including but not limited to copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the Website and all content (including all applications) located on this Website shall remain vested in Campbell-Smith Collection or its licensors (which includes other users).
- 2.2 You may not in any way copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use the Website content in any way except for your own personal, non-commercial use. In certain circumstances, you may adapt, alter or create a derivative work from any Website content for your own personal, non-commercial use, but only with the prior written permission of the Campbell-Smith Collection which will be indicated against the relevant Website content.
- 2.3 All names, images and logos identifying Campbell-Smith Collection or third parties and their products and services are subject to copyright, design rights and trademarks of Campbell-Smith Collection and/or third parties. Nothing contained in these terms shall be construed as conferring any licence or right to use any trade mark, design right or copyright of Campbell-Smith Collection or any other third party.

### 3 LICENSE TO USE

- 3.1 You may only access and use the Website for lawful and proper purposes, in a considerate and responsible way, that does not infringe the rights of other users, or restrict or inhibit anyone else's use and enjoyment of the Website. No other use is permitted. Prohibited behaviour includes, but is not limited to -
  - 3.1.1 using the Website for any purpose that is against the law;
  - 3.1.2 transmitting any defamatory, libellous, racist, obscene, pornographic, indecent or offensive or menacing content which could cause anxiety to anyone else;
  - 3.1.3 using the Website to transmit or upload computer viruses or other harmful files or programmes that could collect data about other users; and -
  - 3.1.4 transmitting or sending unsolicited commercial communications including, but not limited, to junk mail or spam.
- 3.2 The Campbell-Smith Collection has the sole discretion in determining whether the above, or any further, examples of prohibited behaviour have occurred.

#### **4 MINIMUM AGE/PARENTAL CONSENT**

Persons who are under the age of 18 years, hereby certify that by accessing and using the Website their parents have, or legal guardian has, consented to their use of the Website, and agree to these terms on the minors behalf. From time to time, the Cambell-Smith Collection may create specific online communities, some of which may have restricted access and will only be offered to users aged 18 or over. We may require your parents or legal guardian to provide a written acknowledgement of these terms on your behalf before we provide you with part or all of our online services.

#### **5 CONTRIBUTIONS TO THE CAMPBELL-SMITH COLLECTION WEBSITE USER GENERATED CONTENT**

- 5.1 By sharing and/or uploading any contribution (including any text, photographs, graphics, video or audio-visual material) to the Website you agree to grant to Campbell-Smith Collection, free of charge, permission to use the material in any manner it deems appropriate (including, but not limited to, modifying and adapting it for operational and editorial reasons) for the Campbell-Smith Collection services in –
- 5.1.1 any existing or future media worldwide and in perpetuity. You waive any moral rights that may exist in your contribution and permit the Campbell-Smith Collection to edit your material as it deems appropriate. You also grant to the Campbell-Smith Collection the right to sub-licence these rights to third parties.
- 5.1.2 Copyright in your contribution will rest in you, although, this permission is not exclusive. You may continue to use the material in any way including allowing others to use it and licensing that material to other Websites, provided that it does not impugne provisions outlined elsewhere in these terms and conditions.
- 5.2 In order that the Campbell-Smith Collection can use your contribution, you confirm that;
- 5.2.1 your contribution is your own original work, is not defamatory and does not infringe any laws of the Republic of South Africa,
- 5.2.2 you have the right to give the Campbell-Smith Collection permission to use it for the purposes specified above, and
- 5.2.3 you have the consent of anyone who is identifiable in your contribution, or the consent of their parents or guardian if they are under 18.
- 5.3 If you do not want to grant the Campbell-Smith Collection the permission as set out above on these terms, please do not submit or share your contribution to or with the Website.
- 5.4 The Campbell-Smith Collection is not obliged to pre-moderate any material submitted by you the Website, however, the Campbell-Smith Collection reserves the right, at its discretion to -
- 5.4.1 monitor any material submitted to this Website;
- 5.4.2 edit or remove any material submitted to this Website without prior notice or any liability to you.

#### **6 CAMPBELL-SMITH COLLECTION PARTICIPATION**

- 6.1 In order to participate in, and contribute to, selected Campbell-Smith Collection communities you may be required to register with the Website and to choose a password and username for login. It is entirely the responsibility of the user to keep your password and other account details secure and secret. Please notify us immediately if you become aware of any unauthorised use of your account. Any personal information supplied to the Website as part of this registration process and/or any other interaction with us will be collected, stored and used in accordance with the Campbell-Smith Collection Privacy Policy.
- 6.2 You agree to use the Campbell-Smith Collection communities in accordance with the Community Rules that will be available on the Website. These apply across all Campbell-Smith Collection community sites and services. There may be variations to these Community Rules in each particular site or service. Participants are deemed to be aware of any such local house rules as may be applicable.

#### **7 IF YOU BREACH THESE COMMUNITY RULES -**

- 7.1 Campbell-Smith Collection reserves the right to suspend or terminate your access to our Website, or any aspect of them, if you fail to comply with the Community Rules or we have any grounds to believe that you may breach them.
- 7.2 If you submit or share any offensive or inappropriate content to, or with, any of the Campbell-Smith Collection communities or anywhere else on the Website or otherwise engage in any disruptive behaviour on the Website, and the Campbell-Smith Collection considers

such behaviour to be serious and/or repeated, the Campbell-Smith Collection may use any information available to it to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement(s).

- 7.3 The Campbell-Smith Collection reserves the right to delete any contribution, or take any action against any Campbell-Smith Collection account, at any time, for any reason.

## **8 COMPLAINTS AND TAKE DOWN POLICY**

You may contact us to make a complaint about any aspect of our Website or if you think your or a third party's copyright has been infringed by our Website. Please submit full details to any of the following email addresses- webmaster@[WWW.Revisions.co.za] admin@revisions.co.za and/or shane@gilgamesh.co.za.

## **9 PRIVACY AND DATA PROTECTION**

The Campbell-Smith Collection complies with all applicable South African data protection legislation in force in respect of any personal information you submit to us. The personal details you submit to us will only be used for the specified purposes indicated to you and will not be passed on to unauthorised third parties without your explicit consent. You can contact us to amend, or remove, any information you submit to us. If you want to unsubscribe from newsletters or other email then click on the "unsubscribe" link which can be usually found at the bottom of the relevant communication.

## **10 THIRD PARTY WEBSITES**

You acknowledge that the Website may contain links to other third party Websites that are not owned or controlled by the Campbell-Smith Collection. If you use those links you will leave the Campbell-Smith Collection's online services and any linked site that you visit is done so at your sole and own risk. The Campbell-Smith Collection is not responsible for any content, products or services available on any other Websites.

## **11 DISCLAIMERS AND LIMITATION OF LIABILITY**

- 11.1 The majority of content posted in the Campbell-Smith Collection Communities is user generated. The views expressed are those of the user and unless specifically sanctioned by the Campbell-Smith Collection are not those of the Campbell-Smith Collection. The Campbell-Smith Collection is not responsible for any content posted by members of the public on the Website, or for the availability, or content, of any third party sites that are accessible through the Website. Any links to third party Websites from the Website do not amount to any endorsement of that site by the Campbell-Smith Collection and any use of that site is at your own risk.
- 11.2 You acknowledge and accept that, the Campbell-Smith Collection content, including, but not limited to, the information, names, images, pictures, logos and icons regarding, or relating, to the Campbell-Smith Collection, its products and services (or to third party products and services), is provided in an "as is" condition in quantities that are available. To the extent permitted by law, the Campbell-Smith Collection excludes all representations and warranties (whether express or implied by law), including the implied warranties of suitability for the purpose for which they are specifically intended. The Campbell-Smith Collection does not guarantee the completeness or performance of the Website, or any of the content. While we try to ensure that all content provided by the Campbell-Smith Collection is correct at the time of publication, no responsibility is accepted by or on behalf of the Campbell Smith Collection for any errors, omissions or inaccurate content on the Website.
- 11.3 The Campbell-Smith Collection accepts no liability, to the extent permitted by law, for any damages arising from the use of the Website.

## **12 GENERAL**

- 12.1 All terms and the various clauses are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any term or clause which is or becomes unenforceable in any jurisdiction, whether due to voidness,

invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining terms and clauses shall remain of full force and effect.

12.2 The failure or delay of the Campbell-Smith Collection to exercise or enforce any right in these terms does not waive the Campbell-Smith Collection's right to enforce that right.

12.3 These terms will in all respects be governed by and construed under the laws of the Republic of South Africa.

### **13 CONTACT CAMPBELL-SMITH COLLECTION ABOUT THESE TERMS OF USE**

13.1 Head of Campbell-Smith Collection - [bruce@revisions.co.za](mailto:bruce@revisions.co.za);

13.2 Online Campbell-Smith Collection - [info@revisions.co.za](mailto:info@revisions.co.za);

13.3 Email Administrator/webmaster: [admin@revisions.co.za](mailto:admin@revisions.co.za) and/or [shane@revisions.co.za](mailto:shane@revisions.co.za);

13.4 Copyright and permissions Campbell-Smith Collection.

### **14 USING THE WEBSITE**

Please note that the intellectual property rights in all content comprised from, or contained within, this Website address (URL) are owned by Campbell-Smith Collection, and other copyright owners as specified.

### **15 REPRODUCING CONTENT FROM THE CAMPBELL-SMITH COLLECTION WEBSITE**

15.1 Website content that is a Campbell-Smith Collection copyright may be reproduced for the non-commercial purposes of research, private study, criticism and review, or for limited circulation within an educational establishment (such as a school, college or university).

15.2 The following uses of Campbell-Smith Collection copyright content are also permitted, except where other terms apply -

15.2.1 Reproducing the Campbell-Smith Collection's copyright content, and the Campbell-Smith Collection-owned copyright expired artworks, for non-commercial research, private study, criticism and review, or for the purposes of teaching and instruction within an educational establishment. Where any artworks are published, the source of the content must be identified and the copyright status of the content acknowledged, e.g. - "Title, Artist, Date of Work, Photo - © Campbell-Smith Collection, Cape Town 2013".

15.2.2 Limited quotation of the Campbell-Smith Collection's copyright texts or transcripts, for non-commercial research, private study, criticism and review, or use within an educational establishment, with due acknowledgement and citation. Where any text content is published, the author and/or source of the content must be identified and the copyright status of the content acknowledged, e.g. - "© Campbell-Smith Collection, Cape Town 2013";

15.2.3 Reproducing the Campbell-Smith Collection's copyright content for the purposes of an educational examination, by a South African qualifications authority or recognised educational authority;

15.2.4 Downloading the Campbell-Smith Collection's copyright audio and video content for non-commercial offline listening or viewing;

15.2.5 Embedding links to the Campbell-Smith Collection audio and video content, where embedding is offered; or

15.2.6 Embedding or loading the Campbell-Smith Collection online news feeds (RSS).

15.3 However, the following acts are not permitted in respect of any of the content featured on the Website -

15.3.1 Reproduction of Website content for any commercial purposes, or any rental, leasing or lending of content obtained or derived from the Website;

15.3.2 Any use of the Campbell-Smith Collection logo, brand identities or the Campbell-Smith Collection trademarks without prior consent from the Campbell-Smith Collection;

15.3.3 Any considerable public dissemination, display or hosting of Website content via any third party platforms, including, but not limited to, the substantial or repeated extraction and/or storage of the Website content in any retrieval system, or inclusion in any other computer program or work;

15.3.4 Reproduction of the Website content on any social media platforms, except where other terms allow;

15.3.5 Inaccurate or distorted reproductions, colour treatments, alterations or adaptations of Website content, except where other terms allow;

15.3.6 Publication of any unauthorised translations or transcriptions of Website content, except where other terms allow;

15.3.7 False attribution of authorial or copyright credits, and the removal of any the Campbell-Smith Collection

metadata from digital file formats; or

15.3.8 Unauthorised text/data mining of Website content and metadata.

## **16 SOURCING IMAGES FROM THE WEBSITE**

16.1 The Campbell-Smith Collection is committed to providing online access to as many of the works in its collection and archive as possible, via the Website.

16.2 The Campbell-Smith Collection actively develops agreements with copyright holders and other licensing agents for the artists they represent. Whilst these agreements enable the Campbell-Smith Collection to illustrate artworks, the permissions do not extend to any other party, unless specified.

## **17 LEGAL NOTICE**

17.1 The Campbell-Smith Collection is committed to respecting the intellectual property rights of others. We have therefore taken reasonable efforts to ensure that the reproduction of all content on the pages of the Website and other digital publications (including, but not limited to, images, text and video) is done with the full consent of the copyright owners.

17.2 If you are a rights holder and are concerned that you have found material on this Website for which you have not granted permission please contact the Campbell-Smith Collection in writing stating the following -

17.2.1 Your contact details;

17.2.2 The full details of the material's creator;

17.2.3 The exact and full web address (URL) where you found the material; or

17.2.4 Proof that you are the rights holder and a statement that, under penalty of perjury, you are the rights holder or are an authorised representative.