

GeoVation Website Terms of Use

These terms and conditions (the '**Terms**') govern your use of the GeoVation Website at www.geovation.org.uk and the related Ideas Platform at challenge.geovation.org.uk (together, the '**Website**'). By using the Website, you indicate that you accept these Website Terms and that you agree to abide by them. Please read them carefully and ensure that you have understood them before using the Website.

1 Information about Us

- 1.1 The Website, with the exception of the Ideas Platform, is owned, provided and managed by Ordnance Survey, acting on behalf of the Secretary of State for Business Innovation and Skills, whose principal place of business is at Explorer House, Adanac Drive, SOUTHAMPTON, UK, SO16 0AS ('**Ordnance Survey**', '**we**', or '**us**').
- 1.2 The Ideas Platform (as defined below) is owned by IdeaScale.com, with content management by Ordnance Survey.
- 1.3 You can contact us by writing to GeoVation, Ordnance Survey, Explorer House, SOUTHAMPTON, UK, SO16 0AS or by email at champions@geovation.org.uk.

2 Definitions

Ideas Platform means the challenge.geovation.org.uk website, where you may post User Submissions;

Intellectual Property Rights means any copyright and related rights, database rights, trade marks and trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, patents, rights to inventions, unfair competition rights, rights in designs, rights in computer software, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

User Submission means any content, material or contributions posted on the Website by users, in any format, including but not limited to any comment, blog, forum or bulletin board entry.

3 Use of the Website and User Registration

- 3.1 To use the Ideas Platform you are required to register with a username and password ('**Login**') and email address. If you are under 18 years old you may not register with the Website; by registering you represent that you are at least 18 years old. You also accept the [GeoVation Competition Terms](#) as part of the registration process.
- 3.2 You shall not select or use a Login with the intent of impersonating another person. You shall keep your Login confidential and shall not allow any other person to use it.
- 3.3 You must not knowingly introduce viruses, trojans, worms or other material which is malicious or technologically harmful to the operation of the Website.

3.4 If we, in our sole discretion, consider that your use of the Website is in breach of the Website Terms or the [GeoVation Competition Terms](#), we reserve the right to block your access to it and remove any Submissions you have posted. In cases of serious misuse, we may disclose any information to law enforcement authorities as we believe is necessary or required by law, and may instigate legal proceedings against you.

3.5 Your use of any Ordnance Survey mapping data is subject to separate licensing terms. Please refer to the [Ordnance Survey website](#) for further details.

4 Availability of the Website

4.1 We may suspend or restrict access to the Website at any time and for any reason, including but not limited to repairs, planned maintenance or upgrades.

4.2 We reserve the right to make changes to the Website or to discontinue the whole or any aspect or feature of the Website without notice.

5 Intellectual Property Rights in the Website

5.1 With the exception of User Submissions and certain elements of the Ideas Platform pages at challenge.geovation.org.uk, the Crown (or where applicable Ordnance Survey's licensors) owns the rights, title and interest in and to the Website and its content, including all Intellectual Property Rights. Nothing in these Terms confers any licence of, or rights in, any of these Intellectual Property Rights.

5.2 You may print a reasonable number of copies of, and may download extracts, of any pages from the Website for your own viewing and reference. Except as expressly set out in these Website Terms, and excluding any User Submissions, you may not otherwise reproduce, copy, modify, reverse-engineer, download, transmit, make publicly available (except by linking) or in any way commercially exploit any of the Website content.

6 Rules for User Submissions

6.1 We do not pre-approve and are not responsible for User Submissions. You use and view all User Submissions at your own risk and we do not warrant their accuracy or reliability. Views expressed in User Submissions are those of individual contributors and not necessarily those of Ordnance Survey.

6.2 We will determine whether a User Submission breaches these Terms and may remove or edit any User Submissions at our discretion.

6.3 By posting any User Submission on the Website, you warrant to us that your User Submission complies with these Terms and that you have the right to grant the non-exclusive licences set out in Clause 7. You indemnify us against any and all claims, liabilities and losses incurred as a result of or in connection with a breach of these warranties. You also acknowledge that we have the right to disclose your identity to any third party who claims that your User Submission violates their Intellectual Property Rights or their right to privacy.

6.4 You must comply with the letter and the spirit of the rules set out below whenever you make a User Submission, or make use of any associated interactive services (including when making contact with other users of the Website).

6.5 A User Submission must:

- a) Be civil and tasteful;
- b) Be accurate to the best of your knowledge (where it states facts);
- c) Be genuinely held (where it states opinions);
- d) Be relevant to the section of the Website in which you post it;
- e) Include your username.

- 6.6 A User Submission must not:
- a) Infringe any Intellectual Property Rights or any other rights of any other person;
 - b) Disclose any personal data in respect of any other individual;
 - c) Be threatening, abusive, offensive or indecent;
 - d) Contain any information which is defamatory or is likely to harass, upset, embarrass or alarm any other person;
 - e) Promote discrimination, especially where based on race, sex, religion, nationality, disability, sexual orientation or age;
 - f) advertise any goods, services or websites, unless making a good faith recommendation to share knowledge, tips or expertise directly relevant to the subject of the discussion.

6.7 If you are concerned about any User Submission, please use the tool provided on the Ideas Platform to report abuse or contact us at champions@geovation.org.uk. We will then review the User Submission and decide whether it complies with our policy. We will deal with every complaint reported as soon as reasonably practicable after it is reported.

7 Intellectual Property Rights in User Submissions

7.1 All User Submissions are publicly viewable and non-confidential.

7.2 By posting User Submissions and thereby sharing ideas on the Website, you are allowing others to see your ideas, to comment on your ideas and potentially develop your ideas. You should ensure that you are happy to share the information you reveal, and in particular must ensure that it is not confidential, commercially sensitive, or subject to third party Intellectual Property Rights. There are circumstances in which your publication of an idea may prevent you from obtaining protection for related Intellectual Property Rights. We are not responsible for the actions of any third party in relation to your User Submission. We suggest you seek your own legal advice if you are concerned about these issues.

7.3 We do not claim ownership of Intellectual Property Rights in User Submissions. However, by submitting or posting any User Submission, you hereby grant a non-exclusive, perpetual, irrevocable, royalty free, worldwide licence:

(i) to Ordnance Survey to use, copy, edit, alter, reproduce, publish, broadcast and distribute the whole or any part of the User Submission for and in connection with the operation of the Website and the GeoVation Challenge (including for related publicity purposes); and

(ii) to all Website users to view, use, download and print copies of the whole or any part of the User Submission for their own personal use and any use in connection with the GeoVation Challenge, including the discussion and development of further User Submissions (including where based on your User Submission).

7.4 To the extent that you own any Intellectual Property Rights in a User Submission jointly with one or more parties, you shall release Ordnance Survey from any and all claims, demands and damages arising from or in connection with the ownership or use of such Intellectual Property Rights.

8 Linking

8.1 You may link to the Website provided that:

- a) you do not misrepresent your relationship with Ordnance Survey or present any false information about us, including by misleadingly implying any form of association, approval or endorsement of your website, organisation, products or services by Ordnance Survey;
- b) you do not link to the Website in a way that is likely to give your users the impression that our content is yours;
- c) you do not create a frame or any other browser or border environment around the Website;
- d) the website you link from does not contain content that is illegal or indecent, or infringes any intellectual property rights or other rights.

- 8.2 We may withdraw your permission to link to the Website without notice.
- 8.3 Any third party websites we link to are outside our control and we accept no responsibility for their content.

9 Warranties and Liabilities

- 9.1 Access to the Website is provided free of charge and therefore, to the maximum extent permitted by law, we expressly exclude all representations, warranties, obligations and liabilities in connection with the Website and its contents, including all User Submissions.
- 9.2 We do not guarantee the accuracy, precision or exhaustive nature of information published on the Website, that access to it will be uninterrupted, or that it will be error-free.
- 9.3 We shall not be liable for any loss, injury or damage caused in whole or in part by use of the Website and its contents, including the posting or viewing of any User Submissions, by any failure, delay, or interruption of the provision of the Website, or by our or any user's failure to perform any obligations under these Website Terms.
- 9.4 In no event shall we be liable for any special, indirect, incidental or consequential damages, including loss of profits and goodwill, business or business benefit arising from any use of the Website.

10 GeoVation Privacy Policy

- 10.1 Any personal data you provide to us shall be handled in accordance with our [GeoVation Privacy Policy](#).

11 General

- 11.1 We may update or revise the Website Terms and the [GeoVation Privacy Policy](#) at any time, without notice.
- 11.2 We may supplement these Terms with additional terms and conditions relating to any awards programme we run in connection with GeoVation.
- 11.3 You are responsible for reviewing these pages regularly to ensure you are aware of any changes. Your use of the Website after the changes have been posted means you agree to be legally bound by the new Website Terms and [GeoVation Privacy Policy](#).
- 11.4 These Website Terms shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.