

Terms and Conditions

1. Participant Agreement

By entering into this Agreement and granting permission to Associazione Milano & Partners (also called "Association" or "Milano & Partners" in the following) to use your Content, You hereby agree to grant Associazione Milano & Partners license rights to use Your Content as outlined in these "Terms and Conditions". Associazione Milano & Partner also agrees to abide by these "Terms and Conditions". You acknowledge that these Terms and Conditions constitute legally enforceable promises that You are making to Associazione Milano & Partners and You also acknowledge that the Association is relying on Your promises to conduct its business and will incur expenses in doing so. Please read the "Terms and Conditions" of this Agreement, based on the provisions contained in Articles 10 and 320 of the Civil Code and Articles 96 and 97 of Law no. 633 of 1941 (Copyright Law), carefully.

2. Allowable Participants

You must be 18 years of age or older and have the legal right to enter into this Agreement and to grant the rights to use Your Content, as outlined in these Terms and Conditions, to Associazione Milano & Partners.

3. Ownership of Content

You warrant that the image, video, audio, graphics, text, or code ("Content") shall be free and clear of any claim, right or encumbrance that would limit or restrict the rights granted to Associazione Milano & Partners in these Terms and Conditions and that the use of the Content by Associazione Milano & Partners, in accordance with the rights granted to the Association, shall not violate any copyright, trademark, moral right, right of privacy or right of publicity, or infringe or misappropriate any intellectual property rights of any third party. You warrant that You have all the necessary rights, title and interest to grant the rights set forth in these Terms and Conditions to Associazione Milano & Partners.

4. Model releases

You warrant that You have obtained model releases for all individuals who appear in the Content, including children under eighteen years of age, where release is obtained from their parent or guardian.

5. Voluntary and Free Assignment of Rights

You warrant that you are voluntarily providing Associazione Milano & Partners with the rights to use Your Content according to these Terms and Conditions for free and will not receive any compensation or payment from Milano & Partners for these rights. By accepting the above Terms and Conditions, neither You nor Your successors, heirs, legal representatives and assigns will receive or solicit payment for such rights at any point in time. Furthermore, the User hereby authorises Milano & Partners to transfer the content to third parties on a non-profit basis.

6. Rights to Use Content

You hereby grant to Associazione Milano & Partners a non-exclusive, perpetual, worldwide, sub licensable, royalty-free license to use, access, load, download, store, save, install, copy, publish, diffusion, communicate, exhibit, produce, reproduce, print, broadcast, display, sub-license and/or assign (hereinafter to "use" or "make use") the Content for non-commercial purposes. Milano & Partners is under no obligation to use the Content. All rights for use of the Content granted to Associazione Milano & Partners in this Agreement are applicable in any and all media, including but not limited to print, electronic and digital media for advertising, marketing, promotion, education, publicity, public relations and/or editorial purposes. Except for Milano & Partners' license rights contained in this Agreement, You'll continue to own all rights in and to the Content. To the extent Your Content contains other materials or elements owned by the Association or any third party licensors, such as characters or other elements protected by copyright, trademark or other laws, Your rights to make use of the Content will continue to be governed by and may be limited by other applicable laws, the rights of third parties and Associazione Milano & Partners.

7. Credit for Content

The Association shall exercise reasonable efforts to include credit to You when using the Content, provided that the details such as Your name and/or social media identity ("handle") are included by You. You voluntarily agree to waive all moral rights in favour of the Association and under no circumstance shall a failure to include credit by Milano & Partners, its Partners, directors, managers, officers, agents, employees or sub licensees constitute a breach of this Agreement.

8. Indemnification

You shall at all times indemnify and hold harmless Associazione Milano & Partners, its Partners, directors, managers, officers, agents, employees and any others for whom it may be responsible in law, from and against all losses, claims, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted, resulting from or arising out of, attributable to or in any way connected with this Agreement and whether or not caused by Your negligence, including without limitation any actions brought by third parties alleging infringement or misappropriation of intellectual property rights in and to the Content, except to the extent to which such loss or damage has arisen out of Milano & Partners' negligence. You further agree that neither You nor Your successors, heirs, legal representatives and assigns will commence proceedings against the Association regarding copyright or moral rights in the Content.

9. Governing Law

You shall comply with all national and international laws applicable to the performance of Your obligations under this Agreement. You agree that all matters relating to this Agreement shall be interpreted in accordance with the laws applicable in Italy, and the Parties agree to the exclusive jurisdiction of the Courts of Milano. This Agreement shall ensure to the benefit of, and be binding upon, the successors, heirs, legal representatives and assigns of each of Associazione Milano & Partners and You, as applicable.

10. Consent to the processing of personal data

Your personal data will be processed in accordance with Regulation (EU) 2016/679 and the applicable legislation, as specified in the Information Notice below, which you acknowledge having read.

Information on the processing of personal data

Pursuant to Article 13 of Regulation (EU) 2016/679

The Data Controller is Associazione Milano & Partners, with registered office in Piazza della Scala 2, 20121 Milano (MI), Tax Code 97726610153, VAT no. 11016320969; PEC: milanosmartcity@legalmail.it; email: info@yesmilano.it. The data provided are processed for the management and publication, subject to consent, of copyrighted material and Your images. Personal data are processed by the personnel of the Data Controller and its Partners authorised to do so, as well as by external parties responsible for managing technical and IT services. They may be published on the website www.yesmilano.it, disseminated via social networks or used in accordance with Article 6 of this Agreement. The provision of data is voluntary. Failure to provide data and consent to its processing will make it impossible to publish and use the material provided. You are guaranteed the exercise of the rights recognised by Articles 12 et seq. of Regulation (EU) 2016/679. In particular, You have the right to access Your personal data, request the rectification of inaccurate personal data, request the deletion of Your personal data, obtain the restriction of processing object to the processing, request the portability of Your personal data, withdraw Your consent to the processing of your data, without prejudice to the lawfulness of the processing carried out before such withdrawal, report to the Data Protection Authority, in accordance with the procedures laid down by the Authority itself. In order to exercise the above-mentioned rights, You may contact the Data Controller via the above-mentioned contacts.