



Severe Weather Australia
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P.O. Box 162, Vaucluse
NSW, 2030, Australia

Severe Weather Australia Public Contributor Supply Terms.
Current as of 3rd March, 2018

CONTENT SUPPLY & DISTRIBUTION

- Australian residents and visitors with Australian work permits may supply photo and video content intended for sale and distribution to local, national and global media.
- The content creator retains copyright and long term control of their work, however you permit Severe Weather Australia (SWA), to an exclusive agreement to supply and market your content worldwide for a period of 30 days.
- We request that during this 30 day period, you refrain from publishing any content online in a publicly viewable area. If content is published, ensure all photos and videos are significantly watermarked to prevent unauthorized content usage.
- SWA will reserve the right to distribute the content to all media either exclusively, or selectively.
- If you have already published your work, we ask that it is removed immediately to prevent possible unlicensed use.
- If you have already agreed for a media organisation to use your work, please ensure this is stated in the submission form. We will work with other media organisations in an attempt to secure sales and distribution for you, however will not be able to recover any financial loss from the organisation/s you have independently supplied, or any of the affiliates they have a pre-existing agreement with.
- Upon receiving your content submission, a determination will be made if the content is of a newsworthy and salable nature. Content submissions will be assessed on a case by case basis.
- **If your content is selected for media distribution and licensed to media, you will be notified by email.**

DURATION OF DISTRIBUTION

WITHIN 30 DAYS

- After your content submission is received, we may choose to distribute your work. We will manage all enquires and content sales for thirty days. During this time, no guarantee can be given if content can be sold to the media or interested parties.
- You agree that Severe Weather Australia will be the exclusive agent for all potential sales globally and enquires are referred to us for this duration.

AFTER 30 DAYS

- After thirty days has elapsed, if you receive a direct enquiry, you may decide if you wish to continue to use our services on a case by case basis, or if you prefer, you may handle the enquiry & sale yourself.
- If after 30 days a license enquiry is received by SWA, we will handle the new enquiry and attempt to secure a content sale on your behalf. The same commission structure will apply at the time of the original submission. You will be notified by email that an enquiry has been received, and you will also be advised of the final result.

Important information on Page 5 of this document

LICENSING TERMS

- Organisations that license your content via Severe Weather Australia will have the right to exhibit (broadcast/communicate to the public) your materials, in all media (whether now known or hereafter devised) throughout the world in perpetuity. This also allows third parties to do the same where approved by SWA. (Unless otherwise advised in writing with the media outlet).
- Your content may be offered for sale to Australian and global media, however in rare cases where disputes may arise between the Distributor (SWA) and the Customer (Media), the Supplier (You), release Severe Weather Australia from and against all actions, proceedings, claims and demands, costs, interest, injunctive relief or other remedies arising from the use, or lack of use of the materials being distributed.
- Severe Weather Australia will do its best to recover any losses suffered during the distribution of your work, and will compensate the Supplier when and if any payments are recovered, less recovery costs.

PRICING

Pricing for your content is determined by us. Whilst we cannot guarantee sales, we will price content fairly to make it affordable and attractive for all potential media clients. Pricing is per network / organisation, unless an affiliate arrangement is in place. Multiple sales are possible.

Pricing for your content may be from \$75.00 AUD per organisation, and upwards of \$2000.00 AUD per organisation.

A number of factors determine the pricing for content. These are:

- = Exclusivity.
- = Newsworthy Material.
- = Video Aspect (Preferably filmed horizontally rather than filmed vertically with a mobile phone).
- = Video Quality (Well framed and stable vision).
- = Video Format (Content acquired on a professional video or stills camera).
- = Delay in distributing the content post event.
- = Content has already appeared online and has been “shared” prior to distribution.

- In rare cases, special licensing terms may be applied to your content. This may be limited to a specific duration and distribution method.

You will be notified in writing if this takes place. If further sales occur after the thirty day licensing period, SWA will be responsible for any invoicing for this reuse of content outside of the supply terms. The commission rates at the time of the agreement will be applicable if this were to occur.

- Media may be denied access to content if they decline our submission. We will do our best to minimize losses of sales, but won't alter our pricing models in order to prevent a precedent for “discounted” future sales.

CREDIT / BYLINE

- Credit will be requested for all online & print media.
- Credit for the content creator will be advised to the media via the distribution email alert.
Credit will appear as the either of following:
“Content Creator”, “Content Creator / SWA, or “Content Creator / Severe Weather Australia
- It's important that you complete the submission form accurately so you are credited in every content submission. We take crediting seriously, as it assists in protecting you and your work.
- Should you wish to not be publicly credited for your work, include “Please don't credit my work”, along with your name in the “Your Full Name” submission field. “Severe Weather Australia” will be used as the name credit to assist with the sales and licensing process.
- Credit is typically never given or required for television broadcasters or subsequent website and/or social media use.
- We cannot guarantee errors may be made by a media outlet, however we will do our best to correct any error brought to our attention.

THEFT OF CONTENT

- We will attempt to recover fees for unauthorized use of your work, however legal action will be at our discretion. If legal action is taken, this will be at our risk and cost.
- No guarantee can be made that action will be taken or if success is possible.
- If after being notified about a copyright breach we are unsuccessful within 180 days to resolve a valid complaint, the content creator will be informed and the responsibility may be passed back to you for your consideration and further direct action by either you or your chosen legal representative.
- After 180 days, you may choose to allow us to continue with attempting to resolve the complaint, however we reserve the right to not work further to resolve the complaint or seek compensation for the alleged copyright breach.
- In some cases, work to resolve an alleged copyright breach may not be attempted due to the factors such as an unknown publisher with limited or no contact details available.
- If you wish to begin immediate action following an alleged copyright breach within the 180 day period, this may be permitted provided Severe Weather Australia and you have both agreed in writing.

PROMOTION & PUBLISHING OF CONTENT

- We may republish your content on Severe Weather Australia websites and Social media to assist with the sales process. Content will remain online in perpetuity.
- This use does not guarantee sales, however does assist with exposure for the sales and licensing process.
- All content published will be significantly watermarked to prevent unauthorized content usage.
- All content will be clearly credited to the content creator, unless requested otherwise by you.

UPDATES & CHANGES TO TERMS

- We reserve the right to change our terms from time to time. If an update occurs, the terms applicable at the time of the agreement will remain valid.

DISTRIBUTION AVAILABILITY

- The distribution submission system will be available 24/7/365. Submitted content will be assessed as soon as possible and distributed to the media where appropriate.
- Our business is supported with business grade hosting and content delivery systems, however unscheduled outages are rare but possible.

CONTENT USAGE CONFIRMATION

- When you see your photos or video used by the media, be it print, television or online, we would appreciate your assistance in verifying content usage. Please send us any video or photo evidence of your work used by media. You can use the submission form on our website to [REPORT CONTENT USAGE](#).
- This will assist us in verifying content distribution and use of your work.
- Your work may end up all over the world, so having an extra few sets of eyes is always helpful in verifying legitimate and unauthorized use.
- We can only invoice an organisation if we receive one of two things.
 1. Confirmation received directly from the organisation that used your content.
 2. Confirmation with evidence showing use either on television, print or online.

SEVERE WEATHER AUSTRALIA MEMBERSHIP

- If you produce newsworthy weather related content often, please consider registering as one of our members. Our SWA Members are located all over Australia and are supported by a dedicated group of content professionals. You can register via the Content Creators Tab at www.severeweather.com.au

DELIVERY OF CONTENT

- Use the **Submit Content** link found on our website www.severeweather.com.au
- For those who have the technology to conduct a live broadcast using your camera equipment, provided notice is given by you prior, we may attempt to license your live stream for immediate broadcast. Co-ordination and media experience will be needed to deliver this level of service. (This is a service typically reserved for registered SWA Members)

If you live in an area which is prone to cyclones, bush fires, or other significant national weather events, we recommend honing your skills prior to conducting a real broadcast. We do stress that your safety is paramount, so do not attempt to conduct any content acquisition which puts you in danger or breaks any laws.

CONTENT DELIVERY SPECIFICATIONS

PHOTOS

- Photos submissions should preferably be between 2mb and 15mb per photo, with a maximum of 20 photos per incident. *(Unless it relates to a major incident where damage is widespread).*
- Photo dimensions should be limited to around 6000pixels in height or width.
- Save quality of 7 to 8 (70%-80%) using Adobe Photoshop or a similar application is appropriate.
- Format for sending images is .JPG

Ensure photos are not over processed and meet national guidelines of photo journalism.

Never remove or add objects such as people, power lines, etc via retouching.

Removal of sensor dust or artifacts captured which were not present in the real world is appropriate.

Image compositing (stacking) is not permitted and is only requested and submitted upon written request.

VIDEO (BASIC SETTINGS)

- Videos should filmed and delivered in 30 seconds to 2 mins segments.
- **If a significant event is unfolding, it is preferable to NOT stop filming.**
- Large or long videos may delay the delivery process, however it is better to capture something incredible than nothing at all.
- Be aware of any limitation for each file and the total size of the form submission.
- Please factor that video editing may be needed prior to sending any content.

VIDEO (ADVANCED SETTINGS)

If you have access to semi-pro or professional editing systems, you can prepare the content in a clean edited format.

Videos should ideally be rendered/exported in 2 min segments.

(Typically 1-2 clips up to 4 clips is appropriate.)

Please use the following format where possible

Video Dimensions = 1280x720

Video Compression = MainConcept AVC/AAC

Video Format = MP4

Video Frame Rate = 25 fps

Video Pixel Aspect Ratio = 1.00

Video Maximum bps = 6,000,000 (6mbits)

Video Average bps = 6,000,000 (6mbits)

Video Processing = Progressive Scan

Audio = Stereo

Audio Sample Rate = 48,000 hz

Audio Bit Rate = 128,000 bps

Audio Levels = Soft limited to -6db digital, with a 1:3 ratio where possible.

CONTENT DECLARATION

- You declare that the content being provided is your own, and you have rights to distribute it for sale via Severe Weather Australia, and all information submitted is truthful and accurate.
- You declare that all content being submitted does not infringe on any person/s or property rights, and no laws were broken in obtaining or submitting this content.

COMMISSION

- Commission for “Publically Submitted Content ” is:
50% to the Content Creator (Supplier)
50% to Severe Weather Australia (Distributor)
- Any bank / processing fees will be deducted prior to the split.
See Payment Terms & Fees Below
- Payments are made by direct deposit only to an Australian bank account.

PAYMENT TERMS

INVOICES

- Upon confirmation of successful sales, a detailed summary will be emailed to you.
- Invoices should be made out to:
Severe Weather Australia
P.O. Box 162, Vaucluse, NSW, 2030
ABN: 51628-370228
- If you are registered to charge GST, this may be added to the total.

An ABN number will be needed for invoices, however it is acceptable to accept the NAT 3346-08.2015 form (Declaration for not quoting an ABN)

Australian Tax Invoice Guidelines

<https://www.ato.gov.au/Business/GST/Issuing-tax-invoices/>

Reason for not quoting and ABN (NAT 3346-08.2015)

<https://www.ato.gov.au/forms/statement-by-a-supplier-not-quoting-an-abn/>

ABN Registration

<https://abr.gov.au/For-Business,-Super-funds---Charities/Applying-for-an-ABN/Apply-for-an-ABN/>

- Payment may be made in one lump sum or by request in part payments as each organisation sends cleared funds to us. Typical timeframes for payments may range from 21 days to 60 days for Australia, and up to 3 or more months for international clients.

FEES & OVERDUE ACCOUNTS

- If payment is being received from an overseas entity, wire transfer, merchant, exchange and cheque clearing fees will be deducted from the total sale prior to commission split processing.
- If a media organisation fails to make a payment due to a financial disturbance, such as voluntary administration, there may be rare instances where payment will never be received and passed on.
- Overdue account fees may be applicable from time to time. These fees will not be subject to any commission split, and will be considered compensation to SWA in obtaining debt settlement.

CONTENT PROTECTION & WATERMARKING GUIDELINES

- When content is published online, we recommend that all content published be protected to prevent theft and circumvention of content supply to the media.
- A request may be made by us for you to remove your content from the internet, however it will remain at your discretion if you wish to do this.
- For any content posted, we request your assistance to put the following protections measures in place.
- If you wish to post your content online, ensure the following text is included at or near the start of the post.
“Not for broadcast or media use, for licensing contact www.severeweather.com.au”

For Photos & Video:

Add a watermark in any of the corners or center of each image, in a suitable font and size which is viewable but not overwhelming.

Include the watermark:

Not for broadcast or media use, for licensing contact www.severeweather.com.au

Placement should be in a prominent place to prevent cropping and copyright circumvention.
It's also advisable to include your name, logo or other information as you deem appropriate.

Examples



For Video:

Add a watermark in bottom center section of the video. It should be prominent, but not overwhelming.
It's also advisable to include your name, logo or other information as you deem appropriate.

Watermark should include: **“Not for broadcast or media use, for licensing contact www.severeweather.com.au”**.

Examples



- We recommend any publishing should be via YouTube with the embedding function switched off.
- You should register for and enable monetization for your video.
- You will earn direct revenue for your work. Any revenue earned from your YouTube account will remain 100% with the content owner (Supplier), regardless of any sales made by Severe Weather Australia.

PRIVACY POLICY

Information entered in the content submission system will be shared with our media partners. Information you have written about an incident may be quoted by the media or by any 3rd party in the reporting of this incident.

Personal details submitted on your invoices such as address, phone number and bank account information will be kept confidential and only accessible to those involved in the administration of Severe Weather Australia.

All computer systems are vulnerable to malicious attacks. We will do our best to protect any breaches of your privacy.

SAFETY POLICY

All contributors undertake content acquisition at their own risk. We expect all contributors to adhere to the following national standards.

- Obey all local, state & national laws & road rules.
- Never put yourself or others at risk and know when to seek safety before threats occur.
- Obey directions of all emergency services, even if this means failing to capture content.
- Establish insurance policies suitable for your work or hobby, such as public liability and comprehensive coverage.

COMMUNITY POLICY

- Never defame, abuse, threaten, hinder any person or organization, misreport or embellish facts, and act honestly and ethically at all times. Contributors found breaching this policy (current and former) may have any payments owing voided.

CONFIDENTIALITY

This document was created for public submitting content to Severe Weather Australia, it may be shared with any person who is involved with or assists you in making the decision to submit your content with us.

COPYRIGHT

This document is copyright to Severe Weather Australia and may not be re-produced in part or in full without written permission.

THANK YOU

Thank you for supporting Severe Weather Australia in providing content to us and supporting our mission in connecting content creators with local, state, national and global media.

Should you have any questions or concerns, please do not hesitate to contact us.

Sincerely



Daniel Shaw
National News Director

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