



#WeAreTwistersBar User Generated Content (UGC) Policy

Thank you for taking part in the #WeAreTwistersBar campaign (the 'Campaign') and sharing your picture with our hashtag! You could be the next person to appear on our Instagram Wall...

We want everyone to be able to enjoy their time at Twisters Bar, and we want everyone to be able to enjoy taking part in the Campaign. That's why your participation in the #WeAreTwistersBar campaign is subject to certain terms and conditions as set out in Sections 1 and 3 of this document (the 'Policy'). In this document we also set out your rights (Section 2) and what we do with the information you provide (Section 4).

1. Your User Generated Content (UGC)

1.1 You submit content to this Campaign when you post an image publicly to Instagram using the hashtag #WeAreTwistersBar. The UGC you submit includes, but is not necessarily limited to, the photo you share, your username, the date you shared the photo, and the photo's caption. This content will be referred to as 'UGC' for short within the Policy.

1.2 You agree to submit UGC to the Campaign only in accordance with the rules set out in the Policy.

1.3 Please use common sense and caution when submitting UGC to the Campaign. Ensure that your photographs do not reveal sensitive information about yourself: for example, make sure you are not holding your ID or a bank card in your hand when you take the picture.

1.4 Publication of your UGC on our Instagram Wall is at our sole discretion and we are entitled to refuse publication or edit your content before publishing, for example, to remove swearing from a caption, obscuring someone's face, or hiding personal information.

1.5 Any UGC you submit to the Campaign will be considered non-confidential and will be considered as content you are happy to be published. Twisters Bar will make reasonable attempts to obtain permission from you before publishing your UGC.

1.6 You agree to take complete, full, non-transferrable responsibility for the content you submit to the Campaign. Twisters Bar nor Pasini Leisure are responsible for the content users post as part of the Campaign nor does it endorse any opinion contained in any UGC. You agree that if anyone brings a claim against Pasini Leisure, Pasini Promotions or Twisters

Bar related to UGC that you post, then, to the extent permissible under local law, you will indemnify and hold Pasini Leisure, Pasini Promotions and/or Twisters Bar harmless from and against all damages, losses and expenses of any kind (including reasonable legal fees and costs) arising from such a claim.

2. Your Rights

2.1 We do not claim ownership of your UGC in any way. Instead, when you submit a photo to the Campaign using the hashtag, you are giving Pasini Limited a non-exclusive, royalty-free licence to use, modify, publicly display and create derivative works of your UGC as required.

2.2 You can end this licence at any time by contacting Pasini Limited.

2.3 You are well within your rights to request that your photo is removed from display at any time. You can do this by talking to a member of bar staff or getting in touch with Pasini Limited. We will always endeavour to remove content within a reasonable timeframe.

2.4 You also have the right to withhold certain information from the Campaign, such as requesting that your caption or your Instagram username is not publicly displayed. You can do this by talking to a member of the bar staff or getting in touch with Pasini Limited.

2.5 We reserve the right to ban any person or group of people from participation in this Campaign at any time.

2.6 We reserve the right to end the Campaign at any time, without prior warning.

2.7 We are not obligated to include your username alongside your UGC.

3. Content Guidelines

3.1 You can participate in this Campaign provided that:

- You are aged 18 or older.
- You have not been previously banned from participation in this Campaign.
- You have not been previously barred from Twisters Bar.

3.2 You must **not** submit content impersonating others or defaming others.

3.3 You must **not** submit content for unlawful, misleading, fraudulent or otherwise unauthorised purposes.

3.4 You must **not** submit content that violates – or encourages others to violate – this Policy.

3.5 You must **not** submit content that involves commercial or sales activities, such as advertising, promotions, contests or sweepstakes, that are not expressly authorised by us. You must **not** submit content that promotes commercial products or services except as expressly authorised by us.

3.6 You must **not** submit content that contains private or confidential information or otherwise violates someone else's rights.

3.7 When submitting content to the Campaign, take a moment to consider the feelings and opinions of **everyone** in the photograph you are submitting. Try to obtain the permission of everyone in the photo to post it. Don't submit a photo that shows someone else in an unflattering light if they wouldn't be happy with it. Check the background of the image as well before you submit UGC to the Campaign.

3.8 Submit **only** photos you took yourself or photos that you have the right to share. Submit authentic content, don't submit content pulled from the Internet and don't submit other people's content that you don't have the right to submit.

3.9 Submit UGC that is appropriate for the diverse group of people that come to Twisters Bar. We want Twisters to be a place where everyone feels comfortable, so content containing nudity – intentional or otherwise – is **not** permitted.

3.10 You must **not** submit content that supports or praises terrorism, organised crime, or hate groups. For example, photographs in which someone uses a gang sign are not permitted.

3.11 You must **not** submit content that glorifies or promotes the use of illegal substances.

3.12 You must **not** submit content that encourages violence or that is in any way threatening, whether in general, towards a specific group, or towards a specific person.

3.13 You must **not** submit content that degrades or shames someone or a group of people.

3.14 You must **not** submit content that promotes hateful or discriminatory attitudes towards someone or a group of people.

3.15 You must **not** submit content that glorifies or otherwise promotes abuse or self-injury.

3.16 You must **not** submit content containing minors (anyone under the age of 18).

3.17 Twisters Bar cannot directly control the content that appears when you search for #WeAreTwisters on Instagram. Do your bit to help moderate the content on this feed by reporting any inappropriate content to Instagram.

3.18 If you are unhappy with an image that has been published as part of the Campaign, but you did not submit the image, please resolve the issue by talking to a member of Twisters Bar or Pasini Limited staff, rather than trying to resolve the problem with the person who submitted the content directly, particularly if you do not know them.

3.19 We will work with law enforcement and other relevant government bodies if required, especially if we believe there is a risk of physical harm or threat to public safety.

3.20 You must **not** spam the hashtag or otherwise spam the Campaign.

4. What happens to your content

4.1 A member of Pasini Promotions staff regularly monitors the #WeAreTwisters hashtag to choose content that is suitable to be displayed publicly on the Instagram Wall in-venue.

4.2 If a member of staff decides they would like to include your UGC in the Campaign, you will be contacted via Instagram to obtain your permission.

4.3 Periodically, the content displayed on the Instagram Wall is replaced with new UGC. The photos chosen will be printed in-house and displayed on the Wall.

4.4 We will take reasonable measures to ensure that your photograph is protected from vandalism, being defaced, or being removed by anyone other than Pasini Limited staff. Your Instagram username and caption may be printed and displayed alongside your photograph.

4.5 When your photograph is taken down from the wall, you can claim the printed copy of the photograph to take home by talking to a member of the bar staff.

4.6 Unclaimed photographs will be shredded within six months of being taken down, along with any other printed UGC, like captions and usernames, in accordance with privacy regulation in England and the United Kingdom.

4.7 If the display of your photograph entitles you to a prize in accordance with the Rules, this prize must be claimed within 14 days.

5. This Policy

5.1 If any aspect of this agreement is unenforceable or deemed void, the rest of the Policy will remain in effect.

5.2 We reserve all rights not expressly granted to you.

5.3 This Policy does not give any rights to third parties.

5.4 You cannot transfer your rights or obligations under this Policy without our prior consent.

5.5 Provided we have acted with reasonable skill and care, we do not accept responsibility for: losses not caused by our breach of this Policy or otherwise by our acts; losses which are not reasonably foreseeable by you and us at the time of agreeing to this Policy; any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content posted by others that you may encounter as part of the Campaign or on the Instagram feed for the hashtag #WeAreTwisters; and events beyond our reasonable control.

This Policy was last reviewed on 23/09/2019.

If you have any questions or concerns about the Policy, please feel free to contact Pasini Leisure by emailing info@pasinileisure.com or by calling 01206 500 204.

Alternatively, write us a letter:

Pasini Leisure
45 North Hill
Colchester, Essex
CO1 1PY