## Terms and Conditions for RTE.ie

### Last updated on 23 October 2023

RTÉ.ie (www.RTÉ.ie and/or, as the context admits or requires, any RTÉ branded platforms, accounts or pages), collectively, the "Site" is part of Raidió Teilifís Éireann ("RTÉ") Ireland's National Public Service Broadcaster which operates and manages this website. RTÉ provides its online services on the following terms.

### **Conditions of Service**

- 1. By using this Site you agree to be legally bound by these Terms and Conditions which set out how you may use the Site, as well as our Privacy Statement and User Comments: Terms of Use. Where you use RTÉ sign-in, these Terms and Conditions and RTÉ Login Services Privacy Statement shall apply. If you do not agree to be legally bound by all these Terms and Conditions and the RTÉ Privacy Statement and User Comments: Terms of Use you should not access and/or use the Site or its contents.
- 2. RTÉ reserves the right to change these Terms and Conditions as well as our Privacy Statement and User Comments: Terms of Use from time to time. By continuing to use the website after changes are posted you agree to be legally bound by these Terms and Conditions and the RTÉ Privacy Statement and User Comments: Terms of Use as updated and/or amended.

### **Use of Content**

- 3. You may not broadcast, copy, download, frame, reproduce, republish, post, transmit, merge, edit, adapt, resell, re-use, produce summaries or otherwise use the Site and/or its content in any way except for your own personal, non-commercial, non- business use. You may not conduct, facilitate, authorise, or permit any text or data mining or web scraping in relation to RTÉ.ie or any services provided via, or in relation to the Site. This includes using (or permitting, authorising, or attempting the use of):
  - (a) Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor or republish any portion of the Site or any data, content, information, or services accessed via the same.
  - (b) Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends, and correlations. This shall include, for the avoidance of doubt the use of the Site and/or its content for the development of any software programs or applications including but not limited to the training of machine learning or artificial intelligence systems.

RTÉ reserves its right to take such action as it considers necessary, including issuing legal proceedings without further notice, in relation to any unauthorised use of this website. Any other use of the Site or its content requires the prior written permission of RTÉ.

4. You agree to use the Site only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit the use or enjoyment of this website by any third party. Prohibited behaviour includes but is not limited to infringement of third-party intellectual property and other rights, defamation, harassing or causing distress or inconvenience to any person, soliciting minors, transmitting obscene or offensive content or anything which may affect the operability or security of the Site.

### **Disclaimers/Limitation of Liability**

- 5. This Site and its content is provided on an "AS IS" and on an "AS AVAILABLE" basis without any representations or any kind of warranty whether express, implied, or statutory of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 6. RTÉ will not be liable for any loss or damages, including direct, indirect or consequential loss or damages including without limitation interruption of business, loss of data or profits, whether in contract, negligence, or other tortious action, arising from or in connection with the use of or the inability to use the Site.
- 7. RTÉ does not warrant that functions contained in the Site and its content will be uninterrupted or error free, that defects will be corrected, or that the Site or the server that makes it available are free of viruses or bugs.

#### **RSS** feeds

8. RSS feeds of the Site content are provided free of charge to individuals for personal and non-commercial use only. Use of the Site's RSS feeds for commercial purposes or by non-profit organisations will require the prior agreement of RTÉ and you must first contact info@rte.ie. By downloading the RSS feed, you acknowledge that RTÉ does not accept any liability for its RSS feeds, and that RTÉ is not responsible for the content of third-party websites.

### **Intellectual Property**

9. You acknowledge that the Site and its content including but not limited to text, images and logos identifying RTÉ, the Site or third parties and/or their products and services are subject to copyright, design rights and trademarks and/or other intellectual property rights owned by RTÉ and/or third parties. You are not permitted to use any trademark, patent, design right, database right, copyright or any other intellectual property right of RTÉ and/or any other third party without the prior written consent of RTÉ or the third party. Any other use and/or reproduction of such content, without prior written consent of RTÉ, is prohibited and will constitute a breach of these Terms and Conditions and may infringe RTE's intellectual property rights.

### Contributions to the RTÉ Website

- 10. By posting "Content" on the Site (which for the purposes of these terms and conditions is defined to include any text of whatever nature including without limitation any comments or submissions, photographs, graphics, video, or audio posted by you to any part of the Site, RTÉ branded platforms, accounts, or pages), on the Site you agree that RTÉ may free of charge use, edit, move, moderate, copy, disclose to third parties and make the Content or any part of it available as it sees fit on the Site or on any other RTÉ or third-party services in any media worldwide now known or later developed. By providing Content to the Site, you confirm and warrant that it is your own original work and not copied from anyone else or infringing any third party's intellectual property or other rights and is not defamatory, obscene, harmful to minors, harassing, offensive, sexist, homophobic, threatening, encouraging racial hatred or violence or in breach of anyone's privacy, or confidentiality rights or prejudicial to legal proceedings and is not posted for promotional or commercial purposes. RTÉ does not guarantee to use or otherwise make available Content.
- 11. You agree to fully and effectively indemnify and hold harmless RTÉ in respect of all damages, claims, demands, liabilities (including liability to third parties), losses, costs and expenses (including reasonable legal fees and costs) arising out of, in connection with or

as a result of a breach of the warranty in paragraph 10 above.

- 12. Where Content is provided by you by way of comments that are posted to any part of the Site, RTÉ branded platforms, accounts, or pages, you agree that you will not seek to impersonate a third party or post comments which are falsely attributed to any third party. You acknowledge that you are responsible for any comments posted by you and that you are solely responsible for your conduct in posting such Content to any part of the Site, RTÉ branded platforms, accounts or pages. You must not include any links to any websites or web pages.
- 13. By posting Content on the Site you confirm that you have the right to give RTÉ permission to use it for the purposes specified above, and that you have the consent of anyone who is identifiable in your Content or the consent of their parent/guardian if they are under-18. RTÉ will show your display name with your Content. RTÉ may need to contact you for administrative or verification purposes in relation to your Content. For full details of when and how we may contact you please see the RTÉ's Privacy Statement. RTÉ processes information about the Site users in accordance with the RTÉ Privacy Statement. Content does not, unless specifically stated, represent the views of the Site or RTÉ.
- 14. RTÉ reserves the absolute right to edit, move, cease to publish, moderate, and delete user Content in its absolute discretion. RTÉ cannot publish comments which are not accompanied by a display name and email address.
- 15. If you do not want to grant RTÉ permission to use your Content in accordance with these Terms and Conditions, our Privacy Statement and User Comments: Terms of Use please do not share or submit them to RTÉ or post them on the Site.

### Third Party Sites/Links

- 16. RTÉ is not responsible for the availability or content of any third-party websites or material accessed through the Site which includes third party content which is in the form of embeds. RTÉ does not exercise any control or supervision of content of these linked websites.
- 17. RTÉ does not endorse, and shall not be held responsible for any content, advertising, products, services, or information on or available from third party websites. Third party websites linked through the Site are not covered by these Terms and Conditions and RTÉ accepts no responsibility for them or for any loss or damage that may arise from your use of them.

# General

- 18. If any provisions of these Terms and Conditions are found to be illegal, invalid, or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect.
- 19. These terms and all disputes and matters arising out of or in connection with them shall be governed by and interpreted in accordance with the laws of Ireland and subject to the exclusive jurisdiction of the Irish Courts.