

# BBC Photo Archive Terms of Use

## A few rules for you

BBC Photo Archive gives you access to BBC copyright images available to license for editorial use in digital and print media. Here are a few rules to stick to. If you don't, we'll stop your access.

1. **Access to BBC Photo Archive:** Don't share or let others use your access to BBC Photo Archive. We may track your access and use of BBC Photo Archive and keep records of what you search and download. We'll do this to check that you're sticking to these Terms of Use.
2. **Fees:** pay the fees that are due and keep your BBC Photo Archive account and your business contact details accurate and up to date. The fee is exclusive of VAT and is non-refundable. You must pay separately any fees for third party rights to the third party rights owners.
3. **Permitted Use:** use the BBC content only as set out in the Sales Order, which forms part of these Terms of Use. The Terms of Use don't allow you to copy, distribute, sell, loan or transfer the content to another party, at any time.
4. **Restrictions:** use of the content must be in line with the BBC Editorial Guidelines (<http://www.bbc.co.uk/guidelines>) and you must not use the content in a way that is unlawful, or may damage the BBC's reputation or may expose the BBC to criminal or civil liability, or in a way which distorts the original meaning of the content (including changing the context); discriminates against a specific social group or exploits vulnerable sections of society; promotes, encourages or facilitates violence, anti-social behaviour, illegal activity or terrorism or other activities which risk national security; promotes the tobacco, weapons, alcohol or pornographic industries; or encourages hatred on grounds of race, religion, gender, disability, age or sexual orientation.
5. **Copyright and Third Party Rights:** You are responsible for getting permission from third party rights owners (including permission to use their personal data) and for making payment for that permission and, if we ask you, you will provide evidence that you've got it. The BBC does not transfer ownership of any rights to you.
6. **Personal Data:** if there's personal data in our content, the BBC is the data controller of it, and you are the data processor of it, and you must use the personal data only for the purposes and duration of the rights granted to you and in accordance with the Data Protection Act 2018, where applicable the General Data Protection Regulation (EU) 2016/679), and/or the EU GDPR as amended and enacted by the United Kingdom ("UK GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other applicable data protection law and guidance. The BBC, as data controller, is also responsible for handling personal data you provide in accordance with data protection law. We do this on the basis that the BBC has a legitimate interest in using your personal data for journalistic, artistic and literary purposes, and in the public interest. For information on data protection, see the Information Commissioner's website: <https://ico.org.uk/>.
7. **Use of content:** You are not allowed to share or distribute the content and cannot use it to perform text and data mining, computational analysis or to develop or train artificial intelligence or to do computer analysis without written permission from the BBC.
8. **Right to withdraw:** if the BBC requires you to stop using content, you agree to stop using it immediately, and to withdraw it from availability as soon as possible.

9. **Credits:** where the copyright in the content is owned by the BBC, you must use the credit “© BBC Photo Archive.” You are not permitted to use the BBC’s logos or trade marks.
10. **Copy:** if requested by the BBC, you must provide one copy of the publication to the BBC for its archive. You must provide the URL address for all websites where the content is displayed, and you must notify the BBC of all URL address changes.
11. **Warranty:** you warrant that you will only use BBC content in accordance with the rights granted to you in the Sales Order and clauses 3 and 4 of these Terms of Use.
12. **Liability and indemnity:** you indemnify and defend the BBC against all costs and expenses (including legal costs), losses and liabilities brought against or incurred because of: your use of the content, your negligence or wilful default, or any third party claims coming from your use of the content.
13. You must delete the BBC content from your devices and systems, and personal data that you’ve exported (at your expense), once the rights granted to you as set out in the Sales Order have expired.
14. We take great care that the BBC Photo Archive is the best it can be. We’re not liable for anything that happens if:
  - you rely on advice, data, commentary, opinions or any other content
  - there are errors, omissions, interruptions, delays, bugs or viruses
  - we turn off or remove content or this service
  - the thing that happens couldn’t reasonably have been foreseen
  - the thing that happens wouldn’t usually result from the mishap
  - you and we hadn’t agreed that this thing would probably happen in the event of a mishap.
15. **Effect of Non-Compliance:** failure to comply with one or more of these terms may result in the loss of your rights to use content and we may refuse future licensing requests.
16. We may update these Terms of Use and when we do the latest version always applies.
17. English law governs these conditions, and only English courts can make judgments about them.

By creating an account to access BBC Photo Archive, you're accepting these BBC Photo Archive Terms of Use.

#### About the BBC Photo Archive

**BBC Photo** means a BBC copyright photograph, which the BBC Photo Archive may offer as a digital file for the purpose of reproduction.

**BBC Photo Archive** means the following business-to-business service provided by BBC Archives:

- access to the BBC Photo Archive website, which enables you to:
  - register as a user of the service;
  - search, browse and download watermarked previews of BBC Photos;
  - purchase BBC Photos for editorial and commercial use in digital and print media;
- additional services which may be provided by BBC Archives from time to time.

BBC Photo Archive is not available to members of the public for private use.