

Final Rights Release for CoNZealand

(Note, this is designed to be used as a survey form in Grenadine, and is formatted accordingly.)

Summary of Recording Survey Form:

1) The copyright and all other intellectual property rights remains with the programme participants. CoNZealand is only the “broadcaster” for these materials, and asserts no ownership. However, CoNZealand does assert non-exclusive rights to the Opening and Closing Ceremonies, the Retro-Hugo and Sir Julius Vogel Awards Ceremony, and the Hugo Awards Ceremony.

2) CoNZealand only records, streams and posts recordings with permission of programme participants.

3) Recordings will be used for time shifting purposes, to allow CoNZealand members the ability to view programme items in times convenient to them.

4) Recordings will be available via the virtual CoNZealand website. Recordings are stored on servers under CoNZealand’s control and will be available for viewing by attending members until August 9, 2020 midnight NZT.

5) We are willing to offer participants a digital copy of the recordings of any of their solo programme items after CoNZealand, for their own purposes as long as CoNZealand is acknowledged.

6) We endeavor to prevent casual piracy of these recordings. We are and will use all the security tools offered by our platforms to prevent, to the degree possible, recording by CoNZealand members.

Recorded footage will not otherwise be monetised by either CoNZealand, its parent organisation, or the Fantasy Network.

I agree to allow recordings of my participation

I agree to allow recordings of my participation but may request certain programme items to not be recorded after receiving my draft and/or final schedule.

I refuse to allow recordings of my participation

We request separate permission to store an archive of these recordings at the Merril Collection of Science Fiction, Speculation and Fantasy, a non-circulating research collection of the Toronto Public Library system. Those who physically visit the Merril will be able to access the archive. The Merril Collection will have physical control of the archive. The Merril does and will not assert any rights over the archive.

=====

[[Link to detailed language]]

CoNZealand warrants that all footage will be used exclusively for streaming to members only, except for the Opening and Closing Ceremonies, the Retro Hugo and Sir Julius Vogel Awards Ceremony, and the Hugo Awards Ceremony which will be streamed to the public.

1. I, the Program Participant, agree to participate in the 78th World Science Fiction Convention (“CoNZealand”), being held online from July 29th to August 2nd, 2020 inclusive (NZT). I also include any other days either side of those dates where I may be involved for rehearsals or testing or similar activities.
2. I, the Programme Participant, acknowledge that in order to take part, I will have my image, voice and any materials streamed over the internet. If I refuse permission to stream the events I am involved with, then I cannot take part.
3. I, the Programme Participant, have been asked permission to record any panels or events I am involved with for the purpose of allowing ConZealand members to watch programme items in the convenience of their own time zones (i e “timeshifting”).
 - a. I may refuse permissions to make Recordings, in which case the panel / event will only stream live. It will not be available in any recorded medium for timeshifting.
 - b. CoNZealand warrants that all recorded footage for timeshifting purposes will be used exclusively for streaming to members only except for the Opening and Closing Ceremonies, the Retro Hugo and Sir Julius Vogel Awards Ceremony, and the Hugo Awards Ceremony, which will be streamed to the public.
 - c. If I grant permission to record, I hereby grant to CoNZealand, its parent (SFFCONZ) and its sponsor, the Fantasy Network the following:
 - i. The non-exclusive right (but not the obligation) to film, photograph and otherwise make a visual and/or audio recording of me, and to record my voice, conversations, sounds, performances, and any pre-existing materials furnished by me (“Pre-existing Materials”) in and in connection with the creating a Final Format.
 - ii. All non-exclusive rights of every kind and character whatsoever into and including the Final Format of my appearance in the CoNZealand; including, without limitation, all film, photographs and video and audio recordings produced by CoNZealand, any and all

performances, stories, statements or actions made by me, whether written, spoken, sung, or otherwise uttered or expressed by me, or information given by me, captured on any such recordings.

iii. These rights are governed by the following clauses.

4. I, the Programme Participant, while retaining all intellectual property rights to their work grants to CoNZealand, SFFCONZ, and their designated sponsors or service providers the right to, without limitation, for the duration of the timeframe (see number 8 below), throughout the universe, in any and all languages, in any and all media now known or hereafter invented:
 - a. exhibit, broadcast, use and reproduce to use as they see fit in all or any part of the Final Format;
 - b. edit, subtitle, subtract from, add to or modify the Final Format in any manner, for the duration of the specified timeframe.
 - c. Any alteration by way of subsections “a” or “b” immediately above are purely for the ability to broadcast the best audio-visual Final Format, and CoNZealand will in no way censor or editorialize a Programme Participant’s legally permissible work.
 - d. use and to permit the Fantasy Network or other official sponsors or service providers to use my name, voice, likeness, image, photograph, performance, participation, expressions, personal experiences and biographical material (collectively “Name and Likeness”), with and in connection with the production, distribution, advertising, publicity, promotion, exhibition and other exploitation of the Final Format and/or any portion thereof, and in connection with CoNZealand, an unlimited number of times during the specified timeframe, without any obligation of any kind to me whatsoever.
5. I, the Programme Participant, represent that my appearance in the Footage (and my furnishing of Pre-existing Materials, if any) will not, to the best of my knowledge (i.e., what I know or should know after the exercise of reasonable prudence) infringe upon the rights of any third party. I represent and warrant that I have all rights and authority to enter into this Waiver and Release (“Release”) and to grant the rights granted herein. No other authorisation is necessary to enable CoNZealand to use my Name and Likeness, the Final Format and/or the Pre-existing Materials (if any), for the purposes herein contemplated. I hereby waive any right of inspection or approval of the Final Format, my Name and Likeness and/or the uses to which the Final Format and/or my Name and Likeness may be put.

6. I, the Programme Participant, grant CoNZealand permission to excerpt (up to a maximum of 1 minute) of Final Format in which I appear, with proper credit, that may be used for historical or promotional purposes without further permission.
7. CoNZealand will not directly monetise or in other ways profit from my likeness or appearance. CoNZealand and its parent, SFFCONZ(Science Fiction & Fantasy Conventions of New Zealand Incorporated (Inc Soc No: 2687212) (NZBN: 9429046460929) (Charity No: CC56587) is a charitable society under NZ law. All proceeds from CoNZealand will be used for future fan conventions, events and /or activities in the field of science fiction and fantasy.
8. CoNZealand warrants that Final Format will only be available to members for the duration of the convention starting July 29, 2020 through August 9, 2020, NZT as the latest end date. This is the “timeframe” wherever referenced in this document.
 - a. Some specific recorded items such as the Opening and Closing Ceremonies, the Retro Hugos and Sir Julius Vogel Awards Ceremony and the Hugo Awards Ceremony may need to be kept for longer or for archival purposes. For any other items, CoNZealand will request separate permission on an item-by-item basis.
9. CoNZealand warrants that the Final Format will only be available to members via our official website for the specified time frame or CoNZealand streaming channel, e.g. YouTube. The CoNZealand Virtual Worldcon website is <https://virtual.conzealand.nz>. CoNZealand reserves the right to change the website URL.
10. CoNZealand warrants that Final Format will be stored on Amazon servers (or a similar service), in accounts under CoNZealand’s control and secured with industry standard protection.
11. After the specified time frame, upon request, CoNZealand is willing to make available to I, the requesting individual Programme Participant, a digital copy of the Final Format of any solo programme items of I, the Programme Participant .
12. CoNZealand will make its best efforts to secure the streams (live or recorded) from unauthorised viewers by using membership sign on to restrict access and the security tools offered by the platforms we are using..
 - a. CoNZealand cannot prevent remote members from letting non-members also watch.
 - b. CoNZealand will do its best to watermark the footage so it is identifiable, but we acknowledge that we cannot prevent a determined person from recording the streams directly on their own computer.

=====

After August 9, 2020, an archive of your recorded footage may be stored with the Merrill Collection of Science Fiction, Speculation and Fantasy, a non-profit non-circulating research collection of Toronto Public Library [\[\[https://www.torontopubliclibrary.ca/merril/\]\]](https://www.torontopubliclibrary.ca/merril/) No rights are asserted over the Final Format outside of standard library usage for researchers who choose to visit the collection in person.

- Yes, I give permission to store an archive of my Final Format with the Merrill.
- No, I do not give permission to store an archive of my Final Format with the Merrill.

=====

CoNZealand plans to use multiple platforms. In agreeing to participate in CoNZealand, I understand that I am consenting to the terms of service for each platform. These are the currently known platforms, but technical difficulties during the “timeframe” may result in the use of backup platforms when necessary. They can be found here:

[[Insert links to ToS for Zoom. Discord, etc.]]

<https://zoom.us/terms>

<https://discord.com/terms>

<https://www.youtube.com/static?template=terms>

<https://www.twitch.tv/p/legal/terms-of-service/>

=====

As a participant in CoNZealand, I am asked to abide by its Code of Conduct. I understand that breach of the Code of Conduct could result in my participation in CoNZealand being curtailed or in my temporary suspension or banning from CoNZealand altogether. No refund will be given in these circumstances.

[[<https://docs.google.com/document/d/1NFgrMisT9rb0LkfzZFjZMHsuHHyV8QayQkuqnszUAOU>]]

- I agree to abide by the Code of Conduct.
- I do not agree to abide by the Code of Conduct and withdraw from participation.