

# Terms and Conditions - U-Media Student Newshub

**These are the general terms and conditions for publishing self-produced news articles and photos in the U-Media Student Newshub as part of the U-Media project.**

U-Media is a project of Rhine-Ruhr 2025 FISU Games gGmbH, Nördlicher Zubringer 9-11, Düsseldorf 40472, Germany (hereinafter "RR2025" or "we"), funded by the European Union through the Erasmus+ program, running from **01.12.2024** to **30.09.2025** (hereinafter "project"). The project is conducted in partnership with four institutions: Eberhard Karls Universität Tübingen, Hochschule der Medien, Universidade do Porto, and AWO Sudwest gGmbH.

## 1. Scope

- 1.1. Newshub and Project Objective: These terms and conditions (hereinafter "these terms") apply to the use of the U-Media Student Newshub (hereinafter "Newshub"), accessible at <https://umedia-education.org/student-newshub/>, provided by us as a service provider. Newshub offers students the opportunity to make their news articles available to the general public online. At the same time, Newshub aims to enable students to participate in content production and publication, thereby improving their reporting and sports photography skills (hereinafter "project objective").
- 2.1. Third-party Terms and Conditions: Comprehensive use of Newshub, particularly uploading contributions via the Student Newshub Submission Tool available at <https://forms.office.com/e/F8jhwvJ0fa>, requires using services provided by third parties (hereinafter "third-party services"), such as Microsoft Forms by Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA. If Newshub is used with third-party services, using Newshub requires agreeing to these terms and conditions as well as those of third-party services. The terms of use for third-party services are provided by their respective providers:
  - Microsoft: <https://www.microsoft.com/en-us/legal/terms-of-use>
  - Genially: <https://genially.com/terms/>

## 2. Access to Newshub

- 2.1. Free access: All students between the ages of 18 and 25 as of 1 June 2025 (hereinafter "**users**") are entitled to receive access. No registration required. Newshub will be made available by us to all users free of charge.

- 2.2. Content: Newshub allows users to access news articles from other users related to the Rhine-Ruhr 2025 FISU World University Games (hereinafter "RR2025 FISU Games") and upload their own news articles, photos, etc. (hereinafter "Content"). Content is categorized by topics in Newshub.

### **3. Uploading and publishing content**

- 3.1. Uploading Content: Content must be uploaded with the author's first name, last name, age, country, city, university, and degree program (see data protection information for the U-Media website at <https://umedia-education.org/data-privacy/> via the Student Newshub Submission Tool available at <https://forms.office.com/e/F8jhwvJ0fa>. Users are not granted any financial compensation for publishing content; it is provided free of charge.
- 3.2. Period of upload: Content can only be submitted by upload during the duration of the project in the period from **1 May 2025** to **30 June 2025**.
- 3.3. Content requirements: The publication of content in Newshub is subject to a positive decision in accordance with para. 3.4., if it meets the following legal and technical requirements and serves to achieve the project objective:
- a) Legal requirements: The user is obliged not to upload any content that violates these terms of use, is unlawful or violates the rights of third parties. In particular, the user may not upload any content in Newshub that violates legal provisions or morality, is illegal/punishable, pornographic, violates the State Treaty on the Protection of Minors in the Media, depicts or glorifies violence, is political, religious, ideological (in particular using symbols or signs of such views), threatening, racist, right-wing extremist or otherwise discriminatory, defamatory, harassing or offensive, as well as content that violates the decency or morality of the average population.
  - b) Technical requirements: In addition, content must meet the following technical requirements.

#### Requirements for news articles:

- Type of document: Word document;
- Length: approx. 300-500 words (if the length is exceeded, the decision will be made on a case-by-case basis);
- Name: Title with subtitles, if applicable;
- Topic: University sports, RR2025 FISU Games, dual career, etc.;
- Language: German or English (German contributions will be translated into English by us);

- Other: Accompanying own image material (if not available, photos from the photo databases provided by us, the General German University Sports Federation (adh) or the Fédération Internationale du Sport Universitaire (FISU) will be used).

#### Requirements for images:

- Format: JPEG/PNG, at least 3000 x 2000 pixels, max. 10 MB;
- Quantity: 5-15 images per gallery;
- Topic: University sports, RR2025 FISU Games, dual career, etc.;
- Editing: Only slight adjustments allowed, no heavy retouching, etc.;
- Other: No watermarks/logos, submission through the official form or by email.

3.4. Review/decision: All content will be reviewed by us or by experts commissioned by us, with regard to the requirements presented in para. 2.1., para.3.2. and para. 3.3. and the decision will be made as follows:

- Approval: If access authorization in accordance with para. 2.1. has been granted and content complies with the requirements of para. 3.2. and para. 3.3., we accept the content for publication and send the respective user an approval by e-mail.
- Preliminary/final rejection: If the prerequisites according to para. 2.1. and/or para. 3.3. are not met, the respective user receives a provisional rejection by e-mail, whereby we submit suggestions for improvement – as far as is reasonable at our own discretion – with a deadline for implementation of these improvements. If these suggestions for improvement are not implemented or not implemented in time, the user will receive a final rejection by e-mail. In the event of a disagreement, we reserve the right to make the final decision.
- Rejection without reason: We reserve the right to directly reject content without stating any reasons. This applies in particular if the content is appropriate, suggestions for improvement are however unreasonable or if they are not included in time in accordance with para. 3.2.

The upload of content does not establish any legal entitlement to an approval and publication of the content. Our final decision regarding approval or rejection is also final and not subject to appeal.

## 4. Rights

4.1. Property rights: All rights to Newshub and the website as well as associated designs, technologies, markings, images, trademarks, and other industrial property rights (hereinafter "**property rights**") are protected in particular by copyright and are exclusively ours.

- 4.2. Granting of rights: Each user grants us irrevocably and without restriction in terms of time, space, and content all exploitation and usage rights to the uploaded content, which has been accepted by us and published in Newshub. The granting of rights includes, in particular, the right to exploit the content for our own or third-party purposes in any way worldwide and for an unlimited period of time in all types of use, including the exploitation in and on products, both our own or those of third parties. This also includes the right to duplicate and/or publish the content. The rights also include the right to edit, i.e. the right to further process the content or to have it further processed by third parties. The transfer of the rights of use and exploitation rights also includes types of use yet unknown at the time of conclusion of this contract. The granting of rights of use and exploitation takes place already at the time of the formation of the industrial property rights; in the case of unknown types of use, with their becoming known. The (intellectual) property created by further developments of the content, in particular of a technical nature, and/or generated by our services, is exclusively ours.
- 4.3. Warranty: The user guarantees that the granting of rights to us in accordance with para. 4.2. does not violate any rights of third parties. In addition, the user guarantees that any third parties involved in the creation of the content shall also be obliged to transfer to us the exploitation and utilisation rights to the content in accordance with section 4.2. to the extent that these rights are to be transferred to us by the user.
- 4.4. Third-party content of other users: The user is prohibited from copying, distributing, and/or publishing content that has been uploaded by other users and/or has been published by us in Newshub.

## **5. Usage restrictions**

- 5.1. Private use: The use of the content, the property rights and Newshub in general is only permitted for the personal use of the user. Any further use, in particular any private and/or commercial reproduction, modification, distribution, storage, clipping, processing, redesign or conversion as well as further exploitation, requires our prior written consent.
- 5.2. Other restrictions on use: When using Newshub, the following activities are prohibited:
- Duplicating, downloading, distributing or otherwise exploiting any content;
  - circumventing, disabling, fraudulently using, or interfering in any way with the security features of Newshub or the website, including attempting to do so;
  - Collecting or using information that could identify a user if that user does not consent or if it is not permitted to do so; and
  - using Newshub to distribute unsolicited advertising or commercial content or other unwanted or unreasonable harassment (spam).

## 6. Newsletter

We provide users with constant updates with content about the project through a digital newsletter by e-mail (hereinafter "**newsletter**"). When uploading their content, the user has the opportunity to sign up for the regular receipt of the newsletter via the following process: After clicking on the corresponding opt-in box, the user will automatically receive an e-mail to the address they have provided. By clicking again, the user confirms the registration to receive the newsletter. The subscription to the newsletter is only activated after this confirmation by the user (so-called double opt-in procedure). Cancellation of the newsletter subscription is possible at any time and without prior notice. In addition, we refer to the data protection information for the U-Media website, available at <https://umedia-education.org/data-privacy/>.

## 7. Liability

- 7.1. Content: We do not guarantee that the content provided using Newshub is complete, correct and always up to date.
- 7.2. Limitation of liability: In the event of intent or gross negligence, we are liable without limitation for damages caused by us as well as by our legal representatives or vicarious agents. In the event of slight negligence, we are also liable without limitation in the event of injury to life, body, or health. Other than that, we are only liable insofar as we have violated an essential contractual obligation, i.e. an obligation on the observance of which the user has relied on and should have relied (cardinal obligation). In these cases, liability is limited to such damages as were foreseeable and typical.
- 7.3. Indemnification: The user shall indemnify us in full and on first demand against any claims asserted against us by third parties in connection with non-compliance with the guarantees in accordance with para. 4.3. and shall compensate us for any damage incurred by us as a result of the claim by the third party, including any court and legal costs incurred for legal defence. Apart from that, the legal provisions shall apply.

## 8. Privacy Policy

We place immense importance on your privacy and safeguarding user data. For this purpose, we keep all data protection and data security-related information available for users to access at any time in the data protection information for the U-Media website, available at <https://umedia-education.org/data-privacy/>.

## 9. Other

- 9.1. Changes: We reserve the right to make reasonable changes to these terms of use, e.g. for legal, regulatory or security reasons or to take into account changes to Newshub. We will notify you

of any substantial changes to these Terms of Use in a timely manner and notify you of any changes by email at least one (1) week in advance. Users will be given an opportunity to review these changes. The consent of the users to the announced changes shall be deemed to have been granted if they do not object to the change in writing within three (3) weeks of receipt of the notification. However, changes relating to newly available features of Newshub or changes for legal reasons may take effect immediately. Changes are only effective for the future.

- 9.2. Changes to Newshub: We can continuously change and improve Newshub. We are also entitled to discontinue the operation of Newshub in total or in parts and to change, restrict and/or expand the constantly changing scope of services (information, content, possibilities of use). This can be done in particular to optimize functionality and security, to adapt functionality and features, to comply with laws or to prevent illegal activities or abuse. We will consider the impact of such changes on the use of Newshub and weigh them with regard to the respective legitimate interests. As far as it is reasonably possible for us to do so, we will inform users of any discontinuation or substantial changes to Newshub that have a negative impact on the use of Newshub. However, if necessary, such changes may also be made without prior notice, e.g. to ensure the security and functionality of Newshub, to prevent abuse or to comply with legal requirements. We are not required to reserve any offer to users or continue supporting existing functionalities. There is no entitlement to provide access to Newshub without interruption and at any time.
- 9.3. Place of jurisdiction: The place of jurisdiction for all legal disputes concerning these terms of use and contracts concluded under their validity is Düsseldorf.
- 9.4. Applicable law: All disputes arising from or in connection with the use of Newshub shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 9.5. Severability clause: Should one or more provisions of these terms of use be or become invalid, the validity of the remaining provisions shall not be affected. The same applies in case of one or more gaps in these terms of use.