

## TRI Cookbook Project

### Terms and Conditions for Contribution of Content

1. The editor of the cookbook and all of its content is the Translational Research Institute Pty Ltd as trustee of the Translational Research Institute Trust ("TRI").
2. Contribution of content to the project is open to all occupants of the Translational Research Institute and by invitation.
3. The contribution period is from 10 June to 28 July 2014.
4. Contributions must be submitted to TRI in the format/s specified in the contribution instructions at [www.tri.edu.au/cookbook](http://www.tri.edu.au/cookbook)
5. To contribute you must:
  - 5.1 submit a recipe that is original and has not been plagiarised from any outside source or breached any copyright laws;
  - 5.2 submit your name, position, home institute, email address and telephone number;
  - 5.3 complete all mandatory fields on the contribution form;
  - 5.4 submit at least one digital image that is:
    - 5.4.1 a photograph of people (for example, family and/or friends) eating and enjoying your dish; and
    - 5.4.2 at least 1MB and 300 dpi in JPEG or TIF format.
6. You may submit as many recipes as you like.
7. TRI will determine, at its sole discretion, whether to use all or any of your content. While TRI intends to publish recipes submitted in an e-book cookbook, TRI is not obliged to use any recipe or any image submitted.
8. TRI reserves the right to alter submitted recipes. You acknowledge and agree that your content may be edited, revised, corrected, and generally adapted by TRI and supplemented by TRI with charts, measurements, formatting, titling, and additional text and design elements created by TRI.
9. TRI reserves the right to edit, crop, resize, or otherwise alter your photographs.
10. On providing your content to TRI:
  - 10.1 you agree to be bound by these terms and conditions. Information on how to contribute content forms part of these terms and conditions;
  - 10.2 you indemnify TRI and its officers, employees and agents against any damage or loss made against or suffered by any of those indemnified arising, in whole or in part, as a result of a breach by you of these terms and conditions;
  - 10.3 you grant TRI and its related entities an irrevocable, nonexclusive, worldwide, royalty-free, perpetual license to use, modify, reproduce, publish, distribute, display, make derivative works of, sublicense and otherwise commercially and non-commercially exploit your content and all copyright, trade secret, trademark, or other intellectual property rights therein, in any manner or medium now existing or developed (including but not limited to print, film, digital and/or electronic media). You acknowledge that any such use does not give rise to any obligation of TRI to make payment of any kind to you; and
  - 10.4 you grant TRI and its related entities an irrevocable, nonexclusive, worldwide, royalty-free, perpetual license to use your name and other information about you (including your position title and name of your employer) in connection with the publication, use, or distribution of your content.
11. You warrant that:

- 11.1 you own your content and all rights in relation to your content (note that content includes both the recipe and the photograph submitted by you);
  - 11.2 you obtained your content in a manner which does not breach any laws or the rights of any person;
  - 11.3 you have the written consent, release, and/or permission of each and every person identified in your photograph to use the name or likeness of each and every such person so as to enable inclusion and use of your content in the manner contemplated by these terms and conditions;
  - 11.4 you have the right and the necessary authority to authorise TRI to publish and use, anything and everything in the content you submit, in the manner contemplated by TRI and by these terms and conditions;
  - 11.5 you have all necessary right, power, and authority to grant the licenses in these terms and conditions; and
  - 11.6 your content, your provision of your content to TRI, and the use by TRI of your content, does not breach any law (including laws relating to privacy, intellectual property and defamation) or the rights of any person. You agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of anything contained in your content.
12. You agree to TRI using your name and image in any publicity material.
  13. You agree to take any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by TRI to effect, perfect, or confirm the license to your content as stated in these terms and conditions.
  14. If this project is not able to be completed as reasonably anticipated due to any reason beyond the reasonable control of TRI, TRI reserves the right, in its sole discretion to modify, suspend or cancel this project.

Information received during the conduct of this project will be dealt with in accordance with TRI's Privacy Policy a copy of which can be viewed at: [www.tri.edu.au/privacy-policy](http://www.tri.edu.au/privacy-policy)