

1884 Digital Memorial - Terms of Use

Rhianna Ilube and Coney (together we, us and our) present the **188.4 FM Experience**, a companion piece that we have created to accompany 1884, an immersive playable theatre show inspired by the lack of memorialisation of colonial history and anticolonial protest movements. The companion piece includes a series of games exploring the history of the 1884 Berlin Conference, as well as links to the 1884 memorial.

The **1884 memorial** is a virtual memorial inviting you to leave audio recordings sharing your reflections on the 1884 live show and/or the history of the 1884 Berlin conference. The 188.4 FM Experience and the 1884 memorial are hosted on Coney website youhavefoundconey.net/1884FM (the website). **If you leave an audio recording, it may be included in the 1884 memorial.**

If you wish to contribute to the 1884 memorial, you must read, understand and agree to these Terms of Use, including Coney's Privacy Policy and Cookies Policy, both available on the [Coney website](#).

Your anonymised recording may also be used as part of the Emergent Value research project by Bath Spa University, which researches the value of live art experiences (see more information on page 5).

If you do not agree to these Terms of Use, Privacy Policy and Cookie Policy, or do not want your reflection to be considered for and potentially included in the 1884 memorial and/or the Emergent Value research project, please do not access this website or leave an audio recording.

We only provide the 1884 FM Experience website for private use of individual users and not for corporate use.

We may update the 188.4 FM Experience website to implement technical adjustments or make improvements. Any new features that are added to the website shall be subject to these Terms of Use.

If you have any questions about these Terms of Use, please contact us on knock@coneyhq.org.

Age requirement:

If you want to access or contribute to the 1884 memorial, you must be **18 years of age and over**.

Reflections:

If you choose to leave a recording as part of the 1884 FM Experience, you are giving us permission to use your voice and reflection in the 1884 memorial. The 1884 FM Experience will be available to members of the public and accessible online worldwide. We may edit your recording in order to enhance the sound quality, or remove elements that may identify

you, but will not change the meaning of your reflection. We are under no obligation to use your reflection and cannot guarantee it will be included as part of the 1884 memorial.

Your details:

If you decide to record your reflection as part of the 1884 memorial, we ask you to provide us with your name and email address. We use your details to allow us to identify your reflection, and respond to any requests you make for further information about our use of your recording. Further information on how we use your details and your recording are set out in the Privacy Policy that can be found on our website.

Participant Information:

Participant information means any information (including without limitation your reflection and your details) which you provide to us through as part the 188.4 FM Experience. You must ensure that any Participant Information which you record and/or transmit through the 188.4 FM Experience website is yours.

You are solely responsible for all Participant Information that you provide and (subject to the Limitation and Exclusion of Liability clause), we can accept no responsibility for any loss or damage of any kind incurred as a result of any Participant Information that you provide.

By providing Participant Information, you grant to us (subject to the Privacy Policy below):

- A licence to use your name and email address for the identification of your reflection for internal purposes; and
- A licence to record, use and store your reflection, in whole or in part. This includes using your reflection as part of the 1884 memorial. The 1884 memorial will be online and accessible by the public anywhere in the world.

We may actively monitor Participant Information provided via the 188.4 FM Experience and we reserve the right to delete any Participant Information that is deemed by us (in our absolute opinion) to be inappropriate or unlawful.

You agree that we may preserve Participant Information (and may also disclose Participant Information) if required to do so by law, or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- Comply with legal process;
- Enforce these Terms of Use;
- Respond to claims that any Participant Information violates the rights of third parties;
- or
- Protect the rights, property, or personal safety of Us, Our participants and the general public.

Unacceptable use:

You will make sure that the Participant Information which you provide and your use of the 188.4 FM Experience website:

- does not breach, violate or infringe in any way upon the intellectual property rights of any third party;

- does not knowingly or negligently cause harm to minors in any way;
- will not intimidate, stalk, mock, lambast, scare, pervert, or otherwise harass another individual;
- will not be used to intentionally or unintentionally contravene or in any way not comply with regional, national and international law;
- will not be used to forge headers or otherwise manipulate any content transmitted through the 188.4 FM Experience website in order to disguise its origin;
- will not overburden, damage or impair the operation of the 188.4 FM Experience website;
- will not be used as a forwarding service to another website; and
- will not harvest or collect email addresses or other personal information from other participants for any purpose whatsoever, including but not limited to sending unsolicited emails or messages.

You must not misuse the 188.4 FM Experience website by knowingly or negligently introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You must not attempt to gain unauthorised access to the 188.4 FM Experience website or to the server(s) on which the 188.4 FM Experience website are stored or any server, computer or database connected to the 188.4 FM Experience website.

You must not attack the website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this Clause, you would commit a criminal offence under the Computer Misuse Act and possibly other legislation. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the 188.4 FM Experience website will cease immediately.

You must not use the 188.4 FM Experience website for any commercial or business purposes.

Intellectual property:

We own all intellectual property rights in:

- the website; and
- all of the content available through the 188.4 FM Experience (Our Content).

All Participant Information that you provide through the website is owned by you (Your Content).

You are expressly prohibited from using the 188.4 FM Experience website and/or Our Content except where we grant you (and you comply with) a licence

Our names and logos are our registered (and/or pending) trademarks. To the extent that there are trademarks or logos from other organisations on the website, they are the trademarks and logos of those respective organisations. You are granted no general right or

commercial licence with respect to our trademarks and logos or of the trademarks or logos of those other organisations.

Your licence:

Subject to Your ongoing compliance with these Terms of Use, we grant you a limited, personal, non-transferable, non-sublicensable, worldwide and non-exclusive licence to use the website and Our Content for the exclusive purpose of using the 188.4 FM Experience for your own personal, non-commercial use (Your Limited Licence).

It is a condition of Your Limited Licence that, except where permitted under applicable law, you do not (and do not allow any third party to) copy, modify, create a derivative work from, sell, rent, lease, loan, assign, sublicense, grant a security interest in or otherwise transfer any right in Our Content.

You shall not access the 188.4 FM Experience website by any means other than through the interfaces that are provided by us.

Third-party content and websites:

The Website may contain links to third party websites and third-party content (Third Party Websites and Content).

We do not endorse, sponsor, recommend, or otherwise accept responsibility for any Third Party Websites and Content. In addition, Third Party Websites and Content are not under our control and We are not responsible for the content or privacy practices of the Third Party Websites, including, without limitation, links contained on Third Party Websites or any changes or updates to Third Party Websites.

We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through Third Party Websites.

Fees:

Our Content is provided free of charge unless specifically stated otherwise.

Limitation and exclusion of liability:

- **Unlimited Liability:** Nothing in these Terms of Use excludes or limits (nor will be deemed to exclude or limit) either your or our liability for death or serious injury caused (respectively) by your or our actions or negligence; nor for fraud or fraudulent misrepresentation by either you or us.
- **Exclusion of Liability:** we are not and shall not be liable to you or to any third party for any damages, including but not limited to loss of profit, inaccurate results, loss or corruption of Your Content or any data, Our Content being inaccurate, the cost of recovering any data or Your Content, inability to access the 188.4 FM Experience website, the cost of substitute services, claims by third parties for any damage to

computers, software, modems, telephones or any other property, indirect, incidental, special, consequential or exemplary damages, even where we have been advised of the possibility of such damages.

- **Limitation of Liability:** Where liability is not otherwise accepted under the clauses above, you shall not be entitled to any damages of any kind.

You release us from all claims, demands and damages of any kind or nature arising out of or in any way connected with any dispute between You and any other user of the 188.4 FM Experience.

Participation in Emergent Value research project:

As part of the evaluation of our show 1884, we are collaborating with Dr Astrid Breel (University of Bath Spa) on a research project exploring the value of live art events. Recordings used in the 1884 memorial may be used as part of this research project.

- ***What is the Emergent Value research project?*** This research project is trying to find out why, and how, live arts events (such as theatre or music performances) are meaningful to people. This includes exploring how people interpret their experiences and how they feel about the events. Audience experiences are often difficult to capture for researchers and arts organisations. This project aims to explore how we might use alternative and creative approaches to reflection, conversations and evaluation to capture more of the reasons that arts experiences have meaning for those taking part. This project is being organised by Dr Astrid Breel, Bath Spa University, and has been funded by the Arts and Humanities Research Council (Grant Reference: AH/X006743/1). This project has been reviewed and approved by the Ethics Committee at Bath Spa University.
- ***What will happen to the information you contribute?*** All responses will be anonymised and treated as confidential. This means that your identity will be protected and the information will not be shared with unauthorised persons. Any references to your identity in the information will be removed before publication of the research. The information will be stored securely: the digital data will be stored in a password protected folder on the institutional hard-drive (protected by IT security measures). You can find full information about Bath Spa University's Research Data Policy [online](#). Any personal information will be stored separately from the research data and is collected for the purposes of contacting you as part of the performance and research. You can also let us know if you would like to receive a copy of the project outcomes when these are ready.
- ***What will happen with the results of this study?*** Learnings from this project will be available for others to use, so that this can support the arts and cultural sector. This might look like new ways to capture the meaningful outcomes from arts events so that these can help make the case for the importance of the arts in society. Results will be shared with both academic and creative organisations and make these available to anyone who is interested in audience experience. Learnings will also be presented at conferences and the results will be published in peer reviewed journals. Researchers may use quotes to illustrate

findings but all personal and identifying information will be removed to ensure confidentiality.

- **Data sharing**

Dr Astrid Breel will create an open access dataset for the research so that other researchers will be able to analyse the data within their own research, contributing to further understanding of the potential impact of play to facilitate change. With your permission, we will deposit the anonymised responses in the BathSpaData Online Repository. You can request to see your data before it gets included in the open access dataset by letting Dr Astrid Breel know.

By leaving a recording, you agree to participate and agree that:

- Your recording can be used by the researchers on this project as research data, including processing and analysing the information to facilitate the research being undertaken.
- The study may publish anonymised quotations from your recording and that these may be used within publications on the internet, at conferences and academic journals.
- Your permission will be for research and educational purposes and in perpetuity.

Please contact the researcher, Dr Astrid Breel, on EmergentValue@bathspa.ac.uk if you have any questions or concerns about any aspect of the research.

If you have concerns about your participation or wish to make a complaint please contact the Research Support Office, on researchsupportoffice@bathspa.ac.uk

General terms:

These Terms of Use are governed by the laws of England and Wales. All legal proceedings will be exclusively subject to the jurisdiction of the courts of England and Wales.

If we do not exercise or enforce any rights or provision under these Terms of Use, this shall not constitute a waiver of such rights or provisions. If any provision of these Terms of Use are found by a court of competent jurisdiction to be invalid, the courts nevertheless should endeavour to give effect to the Parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

These Terms of Use represent the entire understanding between us and you and they supersede any previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, between us and you.

We may change these Terms of Use and We will post an updated version on the Website on each occasion. By continuing to use the 188.4 FM Experience website or providing us with information after we have posted an updated Terms of Use, you consent to the revised Terms of Use.