

THE VIETNAM WAR

WITF STORIES

Terms and Conditions for Submitting Your Story

The Vietnam War – WITF Stories: The Story Wall located at <https://vietnam.witf.org/stories/> (“Site”) is owned and operated by WITF, Inc. (“WITF”). The Story Wall is a respectful space for everyone to share, honor and reflect on the impact the Vietnam War has had in their lives. WITF reserves the right to restrict and remove any story submission (“Story”) uploaded to the Site that violates these Terms & Conditions.

By submitting your Story and visiting our Site, **you agree to the following Terms & Conditions:**

- You are solely responsible for all content and information contained in your Story and the consequences of submitting your Story.
- You retain ownership of your Story.
- By submitting your Story, you expressly grant:

(i) WITF and its affiliates and assignees the right to use your Story in any and all media, worldwide, in perpetuity, **without compensation to you;**

(ii) WITF and its affiliates and assignees the right to use your Story and/or excerpts from your Story for marketing and promotional purposes for the Site and the Stations in any and all media, including, but not limited to social media platforms, worldwide, in perpetuity, **without compensation to you;**

(iii) WITF permission to make your Story available to the general public on their premises, in a historical exhibition, or in educational projects created by WITF and its authorized partners, **without compensation to you;**

(iv) The public the right to use your Story for educational or non-commercial uses in any and all media, worldwide, in perpetuity, **without compensation to you.**

- You are at least 18 years of age. (If you are under 18 and wish to submit a Story as a student project, a teacher, parent, or guardian must submit your Story on your behalf).
- You own all content within your Story or you have received permission from the person or entity that owns the intellectual property rights.
- Your Story will follow the recommended Story Guide guidelines.
- Do not include within your Story any photographs, full names, video or audio recordings or any other personally identifiable information of children currently under the age of 18, without first obtaining verifiable consent from the child’s parent or guardian. Photographs, videos, and/or audio recordings that include children under the age of 18 may only be shared if you are the parent or legal guardian of each child represented, or if you have obtained prior written consent from each child’s parent or

legal guardian. You will be required to submit this written documentation to WITF upon request.

- **By submitting your Story, you waive any privacy expectations you may have with regards to your Story. Do not include any private or personally identifiable information in your Story that you do not want shared publicly.**
- You understand that your Story may be shared with third parties in response to court orders or subpoenas and as WITF determines is required by applicable law, regulation or policy.
- If WITF selects your Story for posting, website visitors may share your Story via social media websites such as Facebook, YouTube, Twitter, and applications such as “ShareThis.” These sites operate independently of WITF and have their own privacy policies.
- WITF will take reasonable steps to avoid disclosing your email address or other contact information to the public, but cannot guarantee your privacy.
- WITF will not accept stories that contain content that: could be considered inflammatory; abuses, harasses, or threatens individuals; contains obscenity, false information, unlawful, discriminatory, libelous, or pornographic content; or in any way infringes on the rights of any third party.
- You understand that the WITF is under no obligation to include your Story on the Site or otherwise use your Story.
- You agree to indemnify and hold WITF and its affiliates, directors, officers, trustees, agents, employees and sponsors (“Indemnified Parties”) harmless from and against any third party claims alleging that your Story violates their rights, or from any breaches by you of these Terms & Conditions. You shall be responsible for any costs incurred by the Indemnified Parties for defense or settlement of third-party claims, including but not limited to reasonable attorney’s fees.
- You agree to WITF’s website terms of use, available at <http://www.witf.org/terms-of-use.php> and privacy policy, available at <http://www.witf.org/privacy-policy.php> which are incorporated here by reference.
- To request removal of your Story from the Site, please contact the WITF Staff at vietnam@witf.org or by phone 717.910.2841. You understand that even though WITF can remove your Story from the Site, **WITF cannot control or remove your Story from any social media platforms or third party outlets. Additionally, in the event WITF has archived your Story with an archiving partner, WITF will not be able to remove your Story from the archive. Finally, WITF will make best efforts – but cannot guarantee – removal of your Story from Stations’ broadcast, promotional or marketing outlets.**