

# EarthLAT1200.org<sup>®</sup>

## Terms and Conditions

### Aim

**EarthLAT1200.org** is a non-profit organization. It collects live-images of webcams of sundials around the globe and shows them publicly at the respective website (<https://EarthLAT1200.org>).

As the Earth rotates, we watch the apparent movement of the Sun across the sky from east to west. The local apparent time (short "LAT") 12:00 is defined as the time the Sun appears on the local north-south meridian – at which point the Sun is located directly above / the Sun's station is at its south-most respectively north-most point. Sundials show LAT by the moving shadow. They are a measure of time since thousands of years.

Our goal is to produce a 24/7 live video stream of shadows crossing the 12:00 line all over the globe. Every few minutes to hours, the live stream automatically switches to the next sundial. Therefore, the observer can follow the wandering noon line across the Earth without interruption and get a real sense of our spinning globe.

The public will gain on getting another feeling about the Earth's dynamic, the usage of different sundials across the globe, the local apparent light and weather conditions.

Single persons or teams, which take part as a partner station, shall gain a know how in sundial's function, reading, and building. Furthermore, by planning and building a webcam including a transfer unit for a periodic and automated upload of live images they gain knowledge about project management and a concerning know how.

Teachers in "STEM" can take this tool for their practical educational tasks in mathematics, physics, history, digital data communication, etc., and integrate it interactively.

### Terms

"**EarthLAT1200.org**" is a collection of the following components:

- The organizing team located in 4710 Grieskirchen, Austria – hereafter called the "**organizers**";
- furnishing a 24/7 live stream of wandering shadows crossing the 12:00 noon line – hereafter called the "**project**";
- the website of the project <https://EarthLAT1200.org> – hereafter called the "**project site**";
- the server structure operating the website, the FTP-connectors, the backend, and the database – hereafter called the "**server**";
- single persons or teams establishing and running a webcam taking live images from a sundial and uploading these live images to the server – hereafter called the "**partner station**";
- newspapers, journals, broadcasting stations, education institutes, and social media channels for the whole project lifetime – hereafter called the "**public media**".

### Conditions of and Processing the Participation

- The organizers make this project public locally and international by oral and written presentations. They use public media.
- The organizers decide about beginning, the active period and the end of the project lifetime.
- Individuals or teams who are interested to become a partner station apply by submitting the registration form (available at the project site > *Register*) to the organizers.

- The organizers decide about the acceptance as a partner station. The organizers inform the candidate and supports with the login data for the FTP-upload.
- There are no further obligations between the organizers and the partner station.
- Both the organizers and the partner station may cancel the collaboration without reasons by a written statement (via e-mail). The notice period is three months and starts with the receipt of the written statement.
- There is no guarantee and warranty claim or other title against the organizers for showing live images, notifications, etc. of the participating partner station at a defined day or season or for a defined duration at the project site.
- Upon automated selection by the server, live images of the partner station including the GPS coordinates of the sundial will immediately publicly be displayed at the project website. The uploaded images and data may be stored for a limited period e.g. for time laps sequences.
- The position of the partner station can be shown at a global map within the project website.
- The server does not charge for data collection, data publication and further coherent services. The partner station in return does not charge for data delivery and contribution of further information and data.
- The partner station installs and operates the webcam and transfer unit at their own risk and own cost. The partner stations decides in principle which additional information about the local sundial is show to the public while automatically been selected by the server (e.g. name, identifier, team, local website, free text, etc.). The organizers keep the right for editorial modifications.
- The partner station do have the right to take live images of the respectively sundial, to process concerning data, and to transfer these images and data via FTP to the server.
- The partner station notice the legal protection of the brand EARTHLAT1200. The partner station oblige themselves avoiding attacking the brand EARTHLAT1200 and supporting the organizers in case there are attacks by a third party.
- For possible disputes, the jurisdiction on the grounds of factual connection is 4710 Grieskirchen, Austria. Exclusively the Austrian law applies.

#### Disclaimer

No liability is assumed for the topicality, correctness and completeness of the information provided unless the organizers can be blamed for intent or gross negligence. Furthermore, the organizers do not assume any liability for financial and/or material damage of the partner station(s) or other third parties, unless intent or gross negligence can be blamed. In all other respects, any liability of the organizers is excluded which goes beyond the mandatory provisions of statutory tort law.

#### Protection of Privacy

With their participation in the project, the partner stations declare their consent under data protection law to the electronic processing of the information on the participating partner station for all necessary processes belonging to the organization. The data relating to the participating partner stations will be treated confidentially, processed only to the extent absolutely necessary for the organization and stored for as long as is necessary. The data of the participating partner stations will not be passed on to third parties. At the request of the participating partner station, the data relating to it will be deleted from the organization's directories.

#### Validity

These terms and conditions become effective upon publication on the project site. By participating in the project, these terms and conditions become part of the legal relationship between the organizers and the partner station(s). The version of the terms and conditions published at the time of registration shall apply to the partner station. In the case of a new version of the Terms and Conditions,

these shall also apply to the participating Partner Stations if the respective Partner Station does not object to them within three months of the publication of the change(s) on the project site.

#### Other

Any terms and conditions of the participating partner station(s) shall not be accepted, even if known, unless expressly agreed otherwise in writing in individual cases.

Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.

#### Contact

The organizers contact address is:

[contact@EarthLAT1200.org](mailto:contact@EarthLAT1200.org)

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