

SAN DIEGO TOURISM AUTHORITY

SOCIAL MEDIA AGREEMENT

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- You may be viewing these Terms on a small screen. If so, here are the highlights of the Terms below (but please read the Terms).
 - You own the photo or other Content (as defined below) that you submit. Nothing in these Terms changes that.
 - You are giving a license to use the Content on the Site and on SDTA's other websites, apps, e-mail, and social media channels for advertising, marketing and/or promotional purposes.
 - You are also giving SDTA a license to use your name and image and other biographic material in conjunction with the Content.
 - If any third party has any rights in your Content (e.g., someone else took a photo or appears in a photo), you represent that you have all the rights and permissions needed from those third parties to grant SDTA the license to use your Content in accordance with these Terms and nothing in the Content is inappropriate or defamatory.
 - You are releasing SDTA from any liability arising out of its use of the Content as described in these Terms and you promise not to sue SDTA for such use.
1. Please review SDTA's online Terms of Use, located at <http://www.sandiego.org/terms-of-use.aspx>, and Privacy Policy, located at <http://www.sandiego.org/privacy-policy.aspx>, both of which are incorporated into these Terms by this reference. Without limiting the generality of the foregoing, these Terms grant SDTA usage rights in and to your Content that are in addition to (not in lieu of) the usage rights contemplated in Paragraph 11 of the online Terms of Use, and the DMCA complaint process set forth in Paragraph 10 of the online Terms of Use apply to your Content. In the event of any conflict or inconsistency between these Terms and the online Terms of Use, these Terms will prevail, govern and control.
 2. You represent and warrant that you are at least 18 years old, or a legal guardian over 18 years of old co-signs this agreement on your behalf.
 3. You represent and warrant that you (a) own and control all rights, title and interest in and to the Content you license or that you otherwise have all rights, permissions and consents necessary to post and use such Content (including, but not limited to, the right to use names, images and likenesses of any third party referenced or appearing in the Content); (b) have all rights necessary to provide San Diego Tourism Authority and its affiliates, agents, representatives, licensees, assigns and promotional partners (collectively, "SDTA") with the license and rights set forth in Section 4 below; and (c) have complied with all applicable laws and regulations associated with acquiring and/or producing the

Content. For the purposes of this Agreement, "Content" means photographs, text, graphics, moving images, sound, illustrations or any other materials (including any associated metadata or location information) (collectively, "Content"). For purposes of clarification, Content also includes any profile information you allow SDTA to access from third party social media platforms (such as Instagram, Twitter, and Facebook) in accordance with the authorization procedures determined by the platform.

4. You hereby grant to SDTA a nonexclusive, royalty-free, worldwide, perpetual, irrevocable and fully sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display the Content you submit, in whole or in part, on SDTA's social media accounts, on or in any digital platforms of SDTA (including websites, apps and e-mail), and on third-party websites and apps for any purpose, including for promotional and publicity purposes. For purposes of clarification and not limitation, (a) this license includes, and you expressly consent to, SDTA's right to use and publicly display your name, image, likeness and persona; and (b) nothing in this license transfers your ownership of the Content to SDTA. Nothing in this license requires SDTA to use or publish your Content in any specific way or on a specific platform or use or publish your Content at all, and all Content is subject to selection and curation by SDTA. If SDTA chooses to use or publish your Content on the Site, it will be deemed to have been posted at your request.
5. Any statements, remarks or claims contained or depicted in your Content will reflect your honest views and experiences. When referencing or depicting brands, products or services in your Content, you further agree to disclose any material connections you may have with SDTA or other third-party brands or sellers (such as if you are an employee, paid blogger or recipient of free products/services). You also agree to provide supporting information or documentation related to these statements, remarks, claims, views and experiences at SDTA's request.
6. You understand that you will not be paid for SDTA's use of your Content as described in these Terms. Each of us will bear our own expenses associated with these Terms. Outside of the terms of this agreement, the SDTA will in good faith negotiate payment for use in media not covered in this agreement.
7. You agree to take any actions (including execution of documents) reasonably requested by SDTA to effect, perfect or evidence the representations and/or licenses and rights set forth in these Terms.
8. You agree that you will not submit Content that:
 1. infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of another;
 2. includes material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, violent, harassing, threatening, abusive, inflammatory, fraudulent or otherwise objectionable;
 3. displays, describes or encourages the use of a product or service that could be offensive, inappropriate or harmful to SDTA or any other person or depicts the use of a product in a manner that is contrary to any instruction or warnings relating to the product;
 4. impinges upon or violates the publicity, privacy or data protection rights of others; or
 5. makes or includes false or misleading statements, claims or depictions about a person, company, product or service.

Without limiting the foregoing, you agree that in conjunction with the production of your Content, you have not inflicted emotional distress or abuse on other people, have not publicly humiliated other people, have not assaulted, stalked or threatened other people, have not entered onto private property without permission, have not impersonated any other person or misrepresented your affiliation, title, or authority, and have not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. SDTA will reject and/or remove any Content in which SDTA believes, in its sole discretion, that any such activities have occurred.

1. To the fullest extent allowed by law, you agree to release, discharge and indemnify SDTA and its employees, contractors, sponsors or any other person acting under SDTA's permission or authority, from any liability, claim, damage, judgment, cost, loss, expense (including reasonable attorneys' fees), by virtue of any publication or use of the Content you submit or the name, image, likeness, persona or other information you provide in connection with such Content. You further agree to waive any rights to injunctive relief you may have in connection with these Terms.
2. These Terms, including the SDTA online Terms of Use and Privacy Policy and any other policies or agreements expressly incorporated by reference therein, constitutes the entire agreement between you and SDTA in relation to the Content you're licensing. If a court finds any provision of these Terms to be unreasonable or unenforceable in any respect, you agree that these Terms will nonetheless be enforced to the maximum extent to which they are found by the court to be legally enforceable.
3. These Terms will be governed by applicable federal law and the laws of the State of California, without reference to its choice of law rules. Nothing herein will be interpreted as a waiver of SDTA's rights to the Content under federal and state common law and statutes (such as rights of public domain and fair use).

*** End of Submission Terms ***

Photographer Name: _____

Photographer Signature: _____

Date signed: _____

Please return signed agreement to Annie Pearson at apearson@sandiego.org