

# TERMS & CONDITIONS

When you submit images and video for consideration in our marketing materials, you hereby grant Off the Beaten Path ("OBP") the perpetual, worldwide, nonexclusive, royalty-free rights to publish and reproduce these photographs and video. The following terms and conditions apply:

- You hereby grant to OBP the following rights with respect to the photographs and video: The right to reproduce, to prepare derivative works based upon, to distribute copies of, and to publicly display the images using any media, including any media not currently known. These rights shall include, for example, the right to crop and otherwise alter and edit the photographs, as OBP deems appropriate, to fit space or to enhance the function or effectiveness of use of the photographs.
- OBP shall credit you as the photographer in publication of the photographs, although OBP may publish or not publish the photographs as OBP, in its own discretion, may decide.
- You hereby grant OBP the right to sublicense these rights to third parties strictly to promote Off the Beaten Path and its products. Uses include but are not limited to: websites, catalogs, brochures, blogs, magazines, newspapers, and other advertising materials. Photographs used in this manner will be credited to you and Off the Beaten Path.
- You shall retain copyright to the photographs. You warrant and represent that the photographs are original and created by you, that publication thereof will not violate or infringe any copyright or proprietary right or right to privacy of any individuals, and you indemnify and hold harmless OBP and its licensees from any claim, damage, loss or expense (including reasonable attorneys' fees) arising out of any breach or any allegation which if true would constitute a breach of any foregoing warranties or representation.
- In creating or furnishing the photographs or video, you shall be acting as an independent contractor and not as an agent or employee of OBP. Any associate or assistant you may retain in connection with furnishing the photographs shall be at your own cost and expense and will not, in any event, be or be deemed to be an agent or employee of OBP.
- Images and video are compensated one time, per image, for usage in the marketing materials outlined in this document regardless of the length of time it is used. Compensation is granted in the form of future travel credits. A maximum of \$1,000 travel credit will be granted, equivalent to ten (10) images. Exceptions may apply.
- Awarded travel credits must be used by December 31, 2023 for travel that commences no later than December 31, 2025.
- You agree to the Visual Media Compensation Policy as outlined above.
- This policy was last revised in April 2023. This current iteration of the policy will apply to new images used in the 2023 and 2024 calendar year and moving forward until the next revision of the policy.