



## Photo Sharing Terms and Conditions

Hello! If you're checking out this page it might be because we've asked for the rights to a photo or video you shared on social media and/or you have uploaded a photo to our photo public uploader.

So what does it mean to give us the rights to your content by replying with #SoundsGoodHomeOfPurdue and/or uploading an image to Visit Lafayette-West Lafayette, [upload.crowdriff.com](http://upload.crowdriff.com)? Here are some FAQs, then the official terms and conditions are below:

### Frequently Asked Questions (FAQ's)

#### **Why are you asking for the rights to my photo/video?**

Because we love the photo/video you took! And we hope you'll allow us to potentially share it with the world to inspire people to visit the Lafayette – West Lafayette area.

#### **Where and how will you use the photo/video?**

We may just be looking to share the photo/video on our Instagram feed. Other places we may use the photo/video include but are not limited to our social media channels (including Instagram, Facebook and Twitter), here on [HomeOfPurdue.com](http://HomeOfPurdue.com), our travel guide, and print and digital ad placements. For a more detailed list of all possible usage, please see below "Non-Confidentiality."

#### **Why do you say "potentially share it" and not "definitely share it"?**

Marketing plans can evolve and we may not use it where we originally had in mind or we may use different content in a placement instead.

### **Will you let people know it's my photo/video?**

We'll do our best whenever possible to give you credit by displaying your username, name or image when and where we can, but a limited number of placements may not allow for it. We will as often as we can, though.

### **Will you edit my photo/video?**

Some placements may require us to crop the photo/video to better fit in the display dimensions or otherwise make changes, but we'll always try to keep the editing to a minimum. You took a great photo/video and we don't want to mess with it!

## **Hashtag Rights Request Terms and Conditions**

Terms and conditions for content providers to Visit Lafayette – West Lafayette, HomeOfPurdue.com.

Visit Lafayette – West Lafayette is a nonprofit DMO (destination marketing organization) at 301 Frontage Road, Lafayette, IN 47905, USA.

### **Participant Agreement**

By replying to the request of Visit Lafayette – West Lafayette to participate in CrowdRiff (content aggregation tool) with the hashtag #SoundsGoodHomeOfPurdue and/or uploading an image to Visit Lafayette-West Lafayette, upload.crowdriff.com, you agree to all the terms and conditions in this agreement (“Terms and Conditions” or “Agreement”). Visit Lafayette – West Lafayette, which does business using the domain name HomeOfPurdue.com, also agrees to abide by these Terms and Conditions.

### **Allowable Participants**

You must be 18 years of age or older and have the legal right to enter into this agreement and to grant any and all rights to your name, username, and image (collectively “Name”) and user-generated content (“Content”) in the form of original photography, video or text.

### **Non-Confidentiality**

You understand and agree that your Name and Content will be publicly displayed. By replying to Visit Lafayette – West Lafayette's request to participate, you provide Visit Lafayette – West Lafayette with the unlimited, worldwide right to use and share your Content on its website, HomeOfPurdue.com; in all of its social

media channels, such as Facebook, Twitter and Instagram, including both organic posts and paid ads; its printed marketing materials such as the Visitor's Guide, and more; digital ads; editorial placements on third-party sites, and other promotional materials of any kind or type.

### **Visit Lafayette-West Lafayette Rights to User Generated Content**

By replying to Visit Lafayette – West Lafayette request to participate in CrowdRiff (content aggregation tool) with the hashtag #SoundsGoodHomeOfPurdue and/or uploading an image to Visit Lafayette-West Lafayette, upload.crowdriff.com, you are agreeing to allow Visit Lafayette – West Lafayette the right, but not the obligation, to use the Name and Content, as authorized in this Agreement

You agree that you are solely responsible for your Content. Visit Lafayette – West Lafayette is not required to host, display, or distribute any Content on or through its websites, on social media or otherwise, and may remove Content at any time or refuse Content for any reason.

By replying to Visit Lafayette – West Lafayette's request to participate in CrowdRiff (content aggregation tool) with the hashtag #SoundsGoodHomeOfPurdue, and/or uploading an image to Visit Lafayette-West Lafayette, upload.crowdriff.com, you represent and warrant that:

- You are at least 18 years of age, you have the legal right to enter into this agreement and you are not impersonating anyone else.
- You own all rights in and to your Name and Content including without limitation, all rights to the audio, video and or digital recording and performance contained in your Content (if any), and/or you have acquired all necessary rights to the elements appearing in your Content to enable you to grant all the rights to Visit Lafayette – West Lafayette as described herein.
- Your Content is wholly original and does not infringe on the copyright, trademark, patent, trade secret or any other intellectual property rights, privacy rights, or any other legal or moral rights of any third party individual or entity.
- You agree to release and allow all creative license and creative treatment in the use and production of your Content at the discretion of Visit Lafayette – West Lafayette and its agents.
- You voluntarily agree to waive all "moral rights" that you may have to your Content.

- Any information contained in your Content is not known to or reasonably believed by you to be false, inaccurate or misleading.
- Your Content does not violate any law.
- You were not and will not be compensated or granted any consideration by any third party for submitting your Content.
- You will not be compensated or granted any consideration in any way by Visit Lafayette – West Lafayette for the use of your Name or Content.
- Your Content does not incorporate materials from a third party website, copyright-protected materials, or personally identifiable information of anyone other than yourself.
- Your Content does not reflect negatively in any way upon Lafayette-West Lafayette or the marketing, advertising, commercial or promotional efforts of Visit Lafayette – West Lafayette.
- You irrevocably release and forever discharge Visit Lafayette – West Lafayette and its agents, directors, officers, affiliated entities, employees, contractors and third party providers (“Released Parties”) from any and all actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter may have against any of the Released Parties, or their respective successors or assigns, arising out of or related in any way to use of your Name, Content or anything contained therein.

### **Indemnification**

You agree to indemnify, defend and hold harmless Visit Lafayette – West Lafayette and its agents, directors, officers, affiliated entities, employees, contractors and third party providers (“Indemnified Parties”) from and against any and all claims, liabilities, damages, losses, costs, expenses or fees (including reasonable attorney’s fees) that any of the Indemnified Parties may incur arising out of or related to the Name, Content or your breach of this Agreement. Visit Lafayette – West Lafayette reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with Visit Lafayette – West Lafayette defense of such claims at your own expense.

You agree that Visit Lafayette – West Lafayette or their agents acting on Visit Lafayette – West Lafayette behalf is not responsible for nor has any obligation to pursue legal action against any infringing or alleged infringing party of Content rights.

## Modifications to these Terms and Conditions

Visit Lafayette – West Lafayette may, at its sole discretion, change these Terms and Conditions at any time. Any changes will be posted on [https://assets.simpleviewinc.com/simpleview/image/upload/v1/clients/westlafayettein/soundsgood\\_852c5e49-2cc5-4324-a192-9334c2d21083.pdf](https://assets.simpleviewinc.com/simpleview/image/upload/v1/clients/westlafayettein/soundsgood_852c5e49-2cc5-4324-a192-9334c2d21083.pdf) and will be effective upon posting unless another effective date is specified.

## Takedown

Should you want your Content removed from Visit Lafayette – West Lafayette website (HomeOfPurdue.com) you will need to send a message to the following: info@homeofpurdue.com. After Visit Lafayette – West Lafayette acknowledges receipt of your email request, please allow 30 days for action to be taken.

## Linking, Crawling and Archiving

If you would like to link to the website(s) of Visit Lafayette – West Lafayette (HomeOfPurdue.com) you must comply with the following guidelines:

- You must not incorporate any content from this site into your site or social media channels by in-lining, framing or creating other browser or border environments around the website content. You may only link to, not replicate, the content on the websites of Visit Lafayette – West Lafayette.
- You may not use any Visit Lafayette – West Lafayette intellectual property, including Visit Lafayette – West Lafayette's trademarks, logos, designs or service marks in your links.
- You may not create the appearance or impression of a relationship or affiliation between you or any third party and Visit Lafayette – West Lafayette.
- Your site or social media channels may not, in the sole discretion of Visit Lafayette – West Lafayette, contain offensive, distasteful, illegal or inappropriate content.
- If you would like to use a web crawler or other search tool to gather information from Visit Lafayette – West Lafayette's website(s) you must comply with the provisions of the robots.txt file of the site and you may not circumvent CAPTCHA or other security measures.

### **Other Conditions/Restrictions**

Visit Lafayette – West Lafayette may, at its sole discretion, contact you after Terms and Conditions are accepted to request if a larger, high-resolution version of the Content is available in the event the original Content is not usable for marketing projects that require high-res photos.

### **General**

These Terms and Conditions and the Privacy Statement together with any additional terms to which you agree when using particular elements of the website(s) constitute the entire and exclusive agreement between you and Visit Lafayette – West Lafayette.