By responding “ShareVM” to asset requests when prompted, you agree to the terms and conditions described below.

Permission to use Content (defined herein) you create, share, and upload. The purpose of this request is to use Content you share or upload to promote visitation to Muskegon County; however, some Content that you share or upload, such as photos or videos (“Content”), may be protected by intellectual property laws. In such cases, you retain ownership of the intellectual property rights (e.g., copyright or trademarks) in the Content you create, share, and upload onto the County of Muskegon’s (“County”) social media pages. Nothing in these terms and conditions take away the rights you have to your own Content, which means you are free to share your Content with anyone else wherever you would like.

However, when sharing or uploading your Content onto the County’s social media, the County needs you to give certain legal permissions (“License”) to use this Content. Specifically, when you share, post, or upload Content that is covered by intellectual property rights on or in connection with the County, you grant the County a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide License to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your Content in any future social media posts on Visit Muskegon social media platforms and Instagram galleries that may appear on the Visit Muskegon website. This means, for example, that if you share Content with us, you give the County permission to store, copy, and share it on the County’s social media platforms. This License will end when your content is deleted from the County’s systems.

By accepting these terms and conditions, (1) you are hereby affirming that you have the authority to grant the County License to the Content; (2) you agree to defend and indemnify the County from and against any claims to the contrary; (3) your sharing of the Content with the County is voluntary; and (4) you acknowledge you will receive no financial compensation from the County, its contractors, or its employees for sharing the Content with Visit Muskegon to be used to promote the County as a tourism destination in its social medial advertising and marketing. You further agree to release the County, its contractors, and its employees from liability for any claims by you or any third party in connection with your participation. The County will not sell released photos to third parties.

86083:00012:200417832-1