

TO: ALL PANAMA CITY BEACH BUSINESSES, EVENT ORGANIZERS, STAKEHOLDERS, MEDIA COMPANIES AND OTHER INTERESTED PARTIES

FROM: Dan Rowe

RE: Copyrighted Material and Intellectual Property Considerations

I am writing to remind you of various marketing and intellectual property considerations. These considerations are particularly important to any businesses that post content to [www.visitpanamacitybeach.com](http://www.visitpanamacitybeach.com) but also apply to anyone who wishes to use the Bay County Tourist Development Council/Panama City Beach Convention and Bureau, Inc. (TDC) content or terminology in their marketing efforts.

#### USE OF TDC CONTROLLED BRANDS

The TDC has developed and is entitled to control the usage of the terms Visit Panama City Beach, VISITPANAMACITYBEACH.COM (with or without logo), REAL.FUN.BEACH., REAL.FUN.BEACH, Pirates of the High Seas Fest (with or without logo), Chasin' the Sun, and Chasing the Sun. Each of these terms is either trademarked already or in the process of being trademarked. Generally, we are all working together to grow tourism in Panama City Beach, but, despite this, it is important that the TDC remains in control of its valuable brands.

If you would like to use any of these terms in your marketing or content, you must receive prior written permission from me for each new use you are considering. If you already are using any of these terms in your marketing, contact me promptly so that I may consider the usage. Failure to do so or future unpermitted use may result in legal action.

#### USE OF TDC OWNED PHOTOS/VIDEOS

The TDC owns many images and videos, particularly most of those that are uploaded to [www.visitpanamacitybeach.com](http://www.visitpanamacitybeach.com), <https://www.facebook.com/visitpanamacitybeach>, and other online sites and mobile platforms.

Subject to limited exceptions, this content is not available for any commercial use by anyone other than the TDC, unless we provide express, written permission in advance. If you already are using any of this content in your marketing, contact me promptly so that I may consider the usage. Failure to do so or future unpermitted use may result in legal action.

#### PROVIDING CONTENT TO TDC CONTROLLED WEBSITE, SOCIAL MEDIA PLATFORMS, VISITOR GUIDES

As you are aware, through listings, special event pages, formatted advertisements or other marketing vehicles, the TDC often provides assistance and resources to community partners to help promote their businesses, brands, and events.

Normally, this involves providing content to us that we, in turn, use to promote your business/event in order to expand your marketing efforts.

#### OWNERSHIP/USAGE RIGHTS REQUIREMENT FOR PHOTOS AND VIDEOS

It is absolutely critical that you either own all images, videos, and other content that you submit or that you provide written documentation with the content that demonstrates your right to use it in the way that you are proposing.

Any time you provide content to us, you are certifying that you either own it or that you have permission to use it. In particular, you are certifying to the TDC that the content is not copyrighted, trademarked, or otherwise protected unless you are also submitting a license from its owner permitting you to use the content. Furthermore, this license would need to be broad enough to allow the TDC to use the content the way that you have suggested.

When you provide content to us, you are also agreeing to indemnify the TDC against any claims or damages that arise from the TDC publishing the content online or using the content in other ways that you have suggested. If the TDC faces legal action, threatened legal action, fines, or financial losses related to publishing or using content that you have provided, you will be held responsible and be required to cover the TDC's costs, including any legal fees and/or other costs associated with protecting its interests.

We are implementing a digital agreement that you will be required to sign each time you upload images/videos to our site that reaffirms that you understand and accept the terms and conditions required by the TDC to publish your material. Additionally, we will be issuing a digital agreement that affirms that all the materials that you have previously uploaded to our site meet these requirements.

#### RIGHT TO REMOVE OR NOT LIST FOR FAILURE TO AGREE TO TERMS AND CONDITIONS

We reserve the right to remove, not list, etc. any business or event from our website or other marketing resource that fails to agree to usage rights, copyright provisions, indemnification or other aspect of the above referenced agreement.

#### THE NEED FOR THESE PROVISIONS

The TDC must protect itself from liability. We have incurred financial losses stemming from a Panama City Beach business that uploaded to our website (to be included in their business listing) a copyrighted image for which they did not have the usage rights.

The TDC continues to appreciate your contribution to tourism and all the things that you do for our visitors. We will continue to support your efforts, but the changing times and the way that the internet works has required us to become more careful with our websites and other marketing platforms. I hope that you understand and I would be happy to speak with you if you have any concerns.