



Newfoundland & Labrador  
Canada

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## **TERMS AND CONDITIONS GOVERNING USE BY DESTINATION ST. JOHN'S OF PHOTOS, POSTS ETC. CREATED BY THIRD PARTIES:**

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Here are the Terms and Conditions governing all use by Destination St. John's of property (such as, but not limited to, photos, videos, albums, and posts) created or owned by third parties (the "authorized material").

"Use" of the authorized material may not begin before Destination St. John's receives from the creator or owner (i.e., the "grantor") the requisite "consent" (such as: "#YesBy") to use the authorized material.

Reference to "use" means and includes, without requiring any additional consent or approval from any person or entity, and without incurring any liability to any person or entity resulting from Destination St. John's use of the authorized material, the irrevocable right, but not the obligation, to exhibit, distribute, advertise, exploit, transmit, reproduce, and/or publish the authorized material by any means, media, or method now known or hereafter devised. This includes, without limitation, print, broadcast, the internet, and social media.

The grantor agrees that in using the authorized material, Destination St. John's may, in its sole discretion: identify you (as grantor and the originator) by name, username, 'handle' and/or image / photograph; and edit, excerpt and/or modify the authorized material. It is agreed, further, that the rights hereby granted to Destination St. John's are not exclusive to Destination St. John's but are unlimited as to time or geography.

Reference to "Destination St. John's" (and/or DestinationSJ) means and includes Destination St. John's, and its associated and affiliated companies, agents, promotion and advertising agencies, licensees, and successors in interest.

The grantor's consent to Destination St. John's for it to use the authorized material includes the grantor's representation that, in the case of an individual, he/she/they is either (i) over the age of majority in the place where they ordinarily resides (or) (ii) is the parent or legal guardian of, and authorized to act and commit on behalf of the under-age originator of the authorized material; the warranty that no authorization other than this authorization from the grantor is necessary to enable Destination St. John's to secure and, in whole or part, exercise the rights detailed and granted herein; and the grantor's agreement and acknowledgment that no compensation will be paid, given to, or expected by the grantor or any other person or entity in consideration for this grant of rights.