

Destination Canada Emplifi T&Cs

Terms & Conditions

BY RESPONDING AND GRANTING PERMISSION "I AGREE TO THE TERMS AND CONDITIONS" I CONFIRM THAT (I) I HAVE REACHED THE AGE OF MAJORITY IN MY JURISDICTION OF RESIDENCE AND AM LEGALLY ENTITLED TO ENTER INTO THIS CONSENT AND RELEASE ON MY OWN BEHALF, (II) I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS OF THIS CONSENT AND RELEASE AND (III) IT IS MY INTENTION TO ENTER INTO AN AGREEMENT TO WAIVE MY RIGHTS, INCLUDING MY RIGHT TO MAKE A CLAIM, WITH RESPECT TO THE USE OF MY CONTENT (AS DEFINED BELOW).

The Canadian Tourism Commission ("**Destination Canada**") wishes to use photos or videos that I have publicly posted to one or more of my social media accounts, including Facebook, Twitter, Instagram, Google+, YouTube and/or TikTok, ("collectively "**My Content**") and accompanying comments which may include my username, image and/or other personal information ("**My Personal Information**").

For good and valuable consideration, including the opportunity to participate in Destination Canada's tourism related initiatives, the receipt and sufficiency of which are hereby acknowledged, I, on behalf of myself and my successors, heirs and assigns, hereby agree with Destination Canada as follows:

1. **License.** I grant to Destination Canada and its service providers (the "**Third Parties**") a non-exclusive, perpetual license to use, publish, display, reproduce, distribute, broadcast, communicate, modify, translate and edit My Content, in all forms, media and technologies, for use on Destination Canada's online channels, including Facebook, Twitter, Instagram, Google+, YouTube and/or TikTok, including promoted social media posts, —both present and future (collectively the "**Purpose**"). I waive all moral rights in and to My Content in favour of Destination Canada and the Third Parties and I understand that I have no rights to pre-approve any use of My Content by Destination Canada or the Third Parties and that I am not entitled to any fees, royalties or other compensation.
2. **Representations and Warranties.** I warrant, represent, and agree that:
 - i. My Content is wholly original to my (i.e. I am the original photographer/videographer), that I am its sole owner, and that I have obtained all necessary ancillary rights, consents (including consents from identifiable third parties), permissions and licenses in and to the Content necessary to enable me to agree to these Terms and Conditions;
 - ii. My Content does not violate any law, statute, ordinance or regulation;
 - iii. My Content will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any intellectual property rights and/or interests of any third party;
3. **Indemnity.** I hereby release, indemnify and hold harmless Destination Canada and the Third Parties, and each of their respective agents, employees, directors, successors, and assigns, from and against any and all claims related, directly or indirectly, to their use of My Content, including claims by me or third parties based on publicity rights, invasion of privacy, infringement of intellectual property rights or other causes of action.
4. **Privacy.** I understand that the Personal Information in My Content is being collected under Section 4 of the *Privacy Act (Canada)* for the Purpose set out above in accordance with Destination Canada's [Privacy Policy](#). I understand that I may direct any questions regarding the

collection of my Personal Information under these Terms and Conditions to Destination Canada using the information set out in its Privacy Policy.

Unless and until I notify Destination Canada otherwise in writing, I consent, effective as of the date I agree to these Terms and Conditions, for the Purpose, to:

- i. the storage of My Personal Information, inside or outside of Canada, by Destination Canada and the Third Parties;
 - ii. access to My Personal Information, inside or outside of Canada, by Destination Canada and the Third Parties and the general public; and
 - iii. disclosure of My Personal Information, inside or outside of Canada, to the Third Parties and to the general public.
5. **General.** This Consent and Release forms the entire agreement between the parties relating to its subject matter. This Consent and Release will be governed by the laws of British Columbia and any applicable laws of Canada. The courts of British Columbia sitting in Vancouver will have exclusive jurisdiction over any dispute arising from or relating to this Consent and Release or its subject matter.