

MEMBER TRAVEL SERVICES PHOTO AND VIDEO SUBMISSION TERMS AND CONDITIONS

SUBMISSION OF PHOTO OR VIDEO TO MEMBER TRAVEL SERVICES

You will be submitting your photo and/or video to Member Travel Services, subject to the terms and conditions set forth herein. By submitting your photo or video, you expressly consent to these terms and conditions.

GRANT OF LICENSE

By submitting your photo and/or video to Member Travel Services, you grant an irrevocable, perpetual, worldwide non-exclusive license (the "License") to Member Travel Services and its assigns, to reproduce, distribute, display and create derivative works of the submissions in any media now or hereafter known, including, but not limited to: the publishing of the photos or videos online highlighting submissions and utilizing such submissions on the website of Member Travel Services or its assigns in furtherance of advertising their businesses. You consent to Member Travel Services doing or omitting to do any act that would otherwise infringe upon your "moral rights." Member Travel Services or its assigns will not be required to pay any additional consideration or seek any additional approval in connection with its use of the submissions. Additionally, by providing submissions, you grant to Member Travel Services the unrestricted right to use all statements made in connection with the submission, and pictures or likenesses of those appearing in your submissions. Member Travel Services will not be required to pay any additional consideration or seek any additional approval in connection with such use.

REPRESENTATIONS TO MEMBER TRAVEL SERVICES

If the photograph or video contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph or video, you warrant and represent that, prior to submission of the photograph or video, you have obtained any and all releases and consents necessary to permit the exhibition and use of the photograph or video in the manner set forth herein.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Member Travel Services, and its respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents and representatives, from and against any and all third party liability for any injuries, loss, claim, action, demand or damage of any kind arising from or in connection with your submission including, without limitation, any third party claim for copyright infringement or a violation of an individual's right to privacy and/or publicity right.