



Terms & Conditions

TRAVEL ALBERTA'S DIGITAL ASSET MANAGEMENT SYSTEM (MULTIMEDIA LIBRARY)

TERMS AND CONDITIONS OF USE

(the "**Terms**")

The Travel Alberta Digital Asset Management System (the "**System**") contains photos, videos, maps, text, trademarks, artwork, and other media and content (collectively the "**Assets**") that are made available, in Travel Alberta's sole discretion, to various persons, including travel writers, media representatives, destination marketing organizations and other travel trade representatives.

Your use of the System and any Assets contained in the System forms a legal agreement between you, your company, your employer, and/or your client, as applicable (collectively "**You**") and Travel Alberta.

This website does not automatically gather any personal information from you. Personal information is only obtained if you supply it voluntarily by registering with Travel Alberta Multimedia Library.

When you register for a Travel Alberta Multimedia Library account you will be asked for your name, e-mail address, and other business information. This information is used to validate that you are a business that provides services to promote Alberta as a tourism destination. This information is not disclosed except to authorized personnel who need it to validate that you are a business that provides services to promote tourism within Alberta, Canada.

All information is collected in compliance with section 33 (c) of the *Freedom of Information and Protection of Privacy (FOIP) Act*.

Travel Alberta protects personal information from unauthorized access, collection, use, disclosure, or destruction through responsible information management practices in accordance with section 38 of the *Freedom of Information and Protection of Privacy (FOIP) Act*.

For more information about our privacy practices, please contact Travel Alberta's privacy officer at privacyofficer@travelalberta.com.

Travel Alberta hereby grants to You a worldwide, non-exclusive, one-time license to use an Asset(s) without charge (the "**License**"), subject to the following limitations:

The Asset(s) may only be used:

- in promotional materials that are not intended for resale, such as brochures, print advertising, video advertising, websites and presentations that promote Alberta as a tourism destination;
- for convention and tradeshow materials that are not intended for resale;
- to accompany editorial about Alberta in magazines, newspapers, broadcasts or online; and/or
- by or on behalf of any entity, agency, department or ministry of the Government of Alberta or any Alberta Crown Corporation for the purpose of promoting

For clarity, the Asset(s) may not be used for the following:

- retail items or materials intended for sale such as postcards, clothing, placemats, books, or posters, and the like, whether in electronic form or otherwise;
- materials designed for the interior branding of private commercial enterprises; or
- product packaging or promotion of products intended for sale.

The Assets may not be used for any unlawful, defamatory, or discriminatory uses.

The Assets are protected by copyright, moral rights, trademark and other laws in Canada relating to intellectual property rights. Travel Alberta and/or the contributing artist or organization as stated in the credit line of each Asset on the System shall retain all right, title and interest in and to the Assets, including any goodwill associated therewith. Your use of the Assets shall ensure to the benefit of Travel Alberta and/or the contributing artist or organization as stated in the credit line of each Asset, and You shall not acquire any right, title or interest in or to the Assets by virtue of these Terms or Your use of the Assets.

You must include credit to Travel Alberta and the contributing artist or organization (as applicable) in the material that includes the Asset. Credit information can be sourced under the Attributes field in the System.

You may not dilute or otherwise misuse the Assets. You may not materially alter or modify the Assets, including by making any alteration that is misrepresentative or

changes the creative integrity of the Asset, nor may You create any derivative works using the Assets. Notwithstanding the foregoing, and for clarity:

- Assets which are photographs may be cropped in a manner that is conducive to changing the size or orientation for layout purposes, but elements within the photograph may not be digitally removed or cropped from the image;
- Video b-roll segments may be edited for timing within new video projects.
- Marketing videos or broadcast commercials must be rebroadcast in their entirety and may not be altered or edited in any manner without prior express permission from Travel Alberta; and
- Trademarks may not be altered.

You will permit Travel Alberta to inspect Your use of the Assets as requested by Travel Alberta and at its expense, from time to time.

You may not rent, lease, or sublicense the Assets to any third party without prior consent from Travel Alberta.

You hereby agree to indemnify, defend and hold harmless Travel Alberta from all liabilities, damages, claims, suits, judgments, costs and expenses arising from your use of, or inability to use, the Assets.

You will cooperate with Travel Alberta for the purpose of protecting, preserving, and enhancing any of the Assets, and/or Travel Alberta's interest therein, and in furtherance of such obligation, You will execute and deliver to Travel Alberta all instruments that Travel Alberta, acting reasonably and at its expense, determines are necessary or prudent from time to time.

Travel Alberta reserves the right to revoke the License if You are deemed by Travel Alberta, in its sole reasonable discretion, to be in breach of any of these Terms.

Travel Alberta may also revoke the License if any of the information that you provide to Travel Alberta is deemed by Travel Alberta to be incorrect, and You do not provide corrected information to Travel Alberta's satisfaction within a reasonable time period.

You agree that You will not portray yourself as an employee, associate, affiliate or representative of Travel Alberta.

By using the System, You confirm that You have read all these Terms, and that You agree to be bound by these Terms. If You do not wish to be bound by these Terms, please do not use the System.