

Terms of Use – Image(s)

The Canadian Tourism Commission (CTC) created, owns, has license in or to and/or has reserved any and/or all rights, opportunities and approvals in the image(s) as described in the attached **Request for a Proposed Use** (the image(s)). Consequently, any and all use of the image(s), in whole or in part, is strictly forbidden, except in strict accordance with the terms and conditions listed below (the "license terms").

1. Definitions: For purposes of these license terms, the following definitions are applicable:

"use" or "used" includes accessing, loading, downloading, storing, installing, copying, printing, publishing, distributing, exhibiting, producing, reproducing, displaying, communicating to the public by telecommunication and/or broadcasting the content or a copy of the image(s)

"marks" means trade-marks, official marks, service marks, words, symbols, terms, logos, emblems, designs, designations or trade dress, whether registered, advertised, application pending, unregistered or common law.

2. License: The CTC hereby grants to the Licensee the non-exclusive, royalty free, revocable, limited and restricted, license to use the image(s) for the **non-commercial purpose(s)** related to promoting travel to and within Canada only as described in the attached **Request for a Proposed Use**. The Licensee shall accompany any such use with proper credit given as detailed by the CTC.

For the sake of clarity, the Licensee shall not engage in any use of the image(s) without the prior written approval of the CTC, such approval being specific to the circumstances of the proposed use as described by the Licensee in its **Request for a Proposed Use**. The time period during the Licensee may use the image(s) shall only be for the duration of the specific project as described by the Licensee in its **Request for a Proposed Use**.

- 3. **Approved Uses:** By accepting or using the attached, the Licensee confirms and agrees that it is in compliance with the license terms contained herein and agree to be bound by the license terms. Any other unapproved or unauthorized use of the content beyond the license terms constitutes a breach of contract and a violation of the intellectual property rights of the CTC, and in addition may result in the revocation of all present and future privileges granted by the CTC to the Licensee.
- 4. **Sublicensing and Assignability:** The Licensee may not transfer, sublicense or assign the license or any rights granted by the license terms. However, the Licensee may engage other parties to assist the Licensee to exercise its rights pursuant to the license terms, provided that:
 - a. the Licensee is responsible for any breach of the Licensee's obligations under the license terms cause by any such party ; and
 - b. such engagement by the Licensee will be conditional upon such party being prohibited from using the image(s) for any purpose other than as expressly requested by the Licensee to assist the Licensee to exercise its rights pursuant to the license terms.
- 5. Warranties: The Licensee warrants that the use of the image(s) will be in no way defamatory, discriminatory, nor will discredit the CTC, the government of Canada or its provinces or territories, or any other organization, and their respective directors, agents, officers and employees or any other person whatsoever. The Licensee further warrants that the image(s) will not be used in such a

Suite 1400, Four Bentall Centre 1055 Dunsmuir Street, Box 49230 Vancouver, BC, Canada V7X 1L2 Tel 604 638 8300 Fax 604 638 8425 Bureau 1400, Four Bentall Centre 1055, rue Dunsmuir, C.P. 49230 Vancouver (C.-B.) Canada V7X 1L2 **Tél** 604 638 8300 **Téléc** 604 638 842



manner that is deceptive or misleading regarding the uses for which the Licensee has been granted approval to use the image(s).

- 6. **Non-Permitted Uses:** The Licensee further acknowledges and agrees that the image(s) will not be used for commercial activity or purpose, for advertising, for profit-making, for the promotion of particular business, service or ware, for retail items or other items intended for sale, and /or for packaging or promotion of products and/or services intended for sale.
- 7. Liability: Under no circumstances will the CTC be liable to the Licensee or any other person for any loss or damage of any kind directly or indirectly arising from, connected with or relating to these license terms, the image(s) or the Licensee's use of the image(s), regardless of any negligence, gross negligence, fundamental breach, or any other fault or wrongdoing by the CTC or any person for whom the CTC is responsible, and even if the CTC has been advised of the possibility of such loss or damage being incurred.
- 8. **Indemnity:** The Licensee acknowledges and agrees to defend, indemnify and save and hold harmless the CTC, its agents, partners, affiliates, successors and assigns and its and their respective directors, agents, officers and employees for any and all claims, liabilities, damages, demands, expenses or loss resulting from its use of the image(s), whether authorized or not, and the use, whether authorized or not, by other parties engaged to assist the Licensee to exercise its rights pursuant to the license terms.
- 9. **Title:** The Licensee acknowledges and agrees that it has no right, title or interest in any of the CTC's marks, copyright or intellectual property, except the specific and limited licensed right to use the image(s) as provided herein and that nothing in the licensed terms shall be construed as an assignment or grant to the licensee of any right, title or interest in or to the image(s) or in any marks, copyright or intellectual property of the CTC.

The Licensee further acknowledges and agrees that the benefit and goodwill associated with the use of the image(s) will enure entirely to the CTC.

- 10. **Termination:** At its option and in its sole discretion, the CTC may terminate the license and/or recall the image(s) and its previously approved use and/or request that it be taken out of circulation at any time ("early termination) in the event that:
 - a. the project or purpose listed above does not proceed as scheduled, is cancelled or postponed for any reason whatsover;
 - b. the Licensee commits a breach of the license terms and does not remedy to the CTC's satisfaction such breach within five (5) days after receipt of a written notice from the CTC specifying the breach; or
 - c. the Licensee engages in any unauthorized uses of any CTC marks or uses the image(s) otherwise than in accordance with the license terms.
- 11. **Reversion of Rights:** Upon the expiration date or the early termination of the license terms, all of the Licensee's rights hereunder shall immediately terminate and automatically revert to the CTC and the Licensee shall immediately discontinue all uses of the image(s). In addition, the Licensee shall cease distribution of, and the CTC's written request, shall return to the CTC or destroy at its own cost all materials bearing the image(s) which are in the Licensee's possession or are under the Licensee's control.



- 12. **Waivers:** Any waiver by either the CTC or the Licensee of a breach of any provision of the license terms shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of the license terms.
- 13. **British Columbia Law:** The license terms and all related matters will be governed by, and construed in accordance with the applicable laws of British Columbia and of Canada.