

Content Terms and Conditions

By submitting your Content (image, video, audio, graphics, text, or code) to our website or social media platforms, or when asked to use your Content in our marketing efforts, you are agreeing to these Terms and Conditions, and are granting the Transylvania County Tourism Development Authority, a body politic who owns and uses the Explore Brevard brand, hereinafter referred to as TCTDA, a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license (with sublicense and assignment rights) to display and use your Content on the Explore Brevard social media accounts, on our website at ExploreBrevard.com and in marketing materials produced for Explore Brevard, at the TCTDA's sole discretion. However, you will not be entitled to any form of compensation whatsoever in exchange for allowing us to display your Content in the uses described above. TCTDA is under no obligation to use the Content.

TCTDA and its partners shall exercise reasonable efforts to include credit to you when using the Content, provided that the details such as your name and/or social media identity (handle) are included by you. You voluntarily agree to waive all moral rights in favor of TCTDA and its partners and under no circumstance shall an omission to include credit by TCTDA, its partners, directors, officers, agents, employees or sub licensees constitute a breach of this Agreement.

Furthermore, by submitting your Content and/or when agreeing to our request to use your Content, you are representing:

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2. That the Content is wholly your own, original and non-artificial intelligence (enhanced or created) Content and not a derivative or copy of someone else's Content (including, but not limited to, another person, company, entity, or publication);
3. That you own the full rights to license and distribute the Content and full rights and permissions to license and distribute the Content from any third-party person, company or brand represented or shown in the Content;
4. That you agree to license the Content, without receiving compensation of any kind or any other conditions, to the TCTDA for display on the TCTDA social media accounts (including, but not limited to Facebook, Twitter, Instagram, and Pinterest), the TCTDA website at ExploreBrevard.com, and TCTDA marketing materials (including, but not limited to collateral, trade show displays, advertising, and videos). This license will extend worldwide, in perpetuity, and is irrevocable;

5. That you understand and acknowledge that by uploading your Content to our website or social media platforms, it may be used by TCTDA, or third-parties who have access to our content library; and
6. That the Content does not contain inappropriate, illegal, harassing, defamatory or objectionable content; and
7. That you agree to indemnify and hold harmless TCTDA, and their employees, assigns, and agents in the event that you breach any of these Terms and Conditions.
8. You further agree that neither you nor your successors, heirs, legal representatives and assigns will commence proceedings against TCTDA and its partners regarding copyright or moral rights in the Content.