



Qasr Al Hosn Festival Reporter Terms & Conditions

Festival Reporter's Terms and Conditions

Welcome to the Qasr Al Hosn Festival Reporter's competition. Please read these terms and conditions prior to your agreement to become a Festival Reporter. By submitting your acceptance to participate in social media marketing and communications campaign, you are bound by these Terms and Conditions. We reserve the right to change these at any time, and you agree to be bound by any such changes.

- **You shall be solely responsible for your own content and the consequences of posting or publishing it:** In connection with each of your engagements brokered through your social media platforms you affirm, represent, and/or warrant that: (I) you are 18 years of age or over, (II) you own or have the necessary licenses, rights, consents, and permissions for the content you post, (III) you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, (IV) you will not publish falsehoods or misrepresentations that could damage us or the Abu Dhabi Tourism and Culture Authority or any third party; (V) you will not falsely state or otherwise misrepresent your affiliation with a person or entity; and (VI) you will not submit material that is unlawful, obscene, defamatory, libelous, threatening, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any local, provincial, national, or international law, or is otherwise inappropriate.
- **Festival Reporters' Videos Are Royalty Free:** By applying to become a Festival Reporter, you agree to allow Qasr Al Hosn and its third-party suppliers to utilize all material filmed as a Festival Reporter indefinitely and free of charge, at Qasr Al Hosn's discretion.
- **Festival Reporters Are Independent:** If you participate in a social media campaign for Qasr Al Hosn you will be treated as an independent contractor, not an employee. You must obtain and pay for your own computer, Internet access, third-party clearances and licenses and everything else you need to create and submit your content. You agree that you are not under our direction or control and that you cannot hold yourself out as our agent or representative or that of the Abu Dhabi Tourism and Culture Authority or attempt to bind us or the Abu Dhabi Tourism and Culture Authority to any obligations. You also agree that you are not eligible for any employee benefit plans or programs.
- **Payment:** Festival Reporters will not be paid, nor compensated for their time, effort or any other aspect involved with the creation and posting of the Festival Reporter Video. Only "winners" who are determined by a Qasr Al Hosn committee are eligible for prizes that Qasr Al Hosn will determine, and the committee's decision in this regard is final. Qasr Al Hosn is not responsible for the delivery or transport of the prizes, full responsibility is to be taken by the "winner". Prizes are non-transferable.



- **Marketing Briefs will be kept completely confidential:** Festival Reporters agree to keep all marketing briefs that they receive through the Qasr Al Hosn team in complete confidence. The Festival Reporter recognizes that information included in these briefs can be of a strategic nature and could cause irreparable harm to the company should the brief be circulated beyond its intended recipients.
- **Marketing:** Qasr Al Hosn Social media platforms may post your company or brand logo for the purposes of promoting and marketing the service to marketers. You have the right, at any time, to request we remove your logo off our pages or other marketing collateral. However neither such posting nor any subsequent removal shall give rise to any claim by you or your company against us.
- **You Will Be Responsible for Any Harm We Suffer as a Result of Your Violation of These Terms and Conditions or Any Breach by You of Your Representations and Warranties:** You agree to indemnify and hold harmless Qasr Al Hosn and the Abu Dhabi Tourism and Culture Authority and their marketing team from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms and Conditions.
- **Your Use of Our Social Media Pages/Hashtag is Subject to Certain Disclaimers:** Our social media pages/hashtag is available "as is." we do not warrant that our pages will be uninterrupted or error-free. There may be delays, omissions, interruptions and inaccuracies in the information or other materials available through our pages. We do not make any warranties, express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, with respect to our pages. We do not make any representations, nor do we endorse the accuracy, completeness, timeliness or reliability of any advice, opinion, statement or other material or database displayed, uploaded or distributed on the pages or available through links on our pages. We reserve the right to correct any errors or omissions on our pages. Although we intend to take reasonable steps to prevent the introduction of viruses, worms, "Trojan horses" or other destructive materials to our pages. We are not liable for any damages or harm attributable to such features. If you rely on our pages and any materials available through our pages, you do so solely at your own risk.
- **Our Liability to You is Limited:** Qasr Al Hosn and the Abu Dhabi Tourism and Culture Authority and their respective clients (Companies and Festival Reporters), directors, officers, managers, employees, shareholders, agents and licensors are not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including, without limitation, lost revenues or profits, loss of business or loss of data, in any way related to these pages or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies on our pages.
- **We May be Legally Compelled to Disclose Certain Information:** You agree that in the event we receive an order issued by a court or from a law enforcement or



government agency, we shall comply with such orders without your consent or prior notice to you and may disclose your IP address, username, name, IP location or other information in response thereto.

- **Any Dispute Between Us Will be Governed by the UAE Law:** These Terms and Conditions shall be governed by the laws of UAE and the Emirate of Abu Dhabi, applicable to agreements made and to be performed therein without regard to conflict of laws principles. The competent courts of Abu Dhabi shall have exclusive jurisdiction to hear and decide disputes between us.
- **Further Assurances:** You agree to use reasonable efforts to do, make, execute, deliver, or cause to be done, made, executed, or delivered, all such further acts, documents, and things as we may reasonably require from time to time for the purpose of giving effect to these Terms and Conditions, including regularly reviewing the Terms and Conditions and updating your provided information.
- **General:** By continuing to use our services, you agree to abide by these terms and conditions. We reserve the right to cancel this competition at any time for any reason.