

## Terms and Conditions

### Overview

By uploading, posting, sending or submitting text, photographs, pictures, images or any other content including but not limited to any graphics, video, data, text, files, hyperlinks, URLs, software, music, sound or other content (collectively, "#CrystalFamily Content") to this Crystal Cruises, LLC (referred as "Crystal" or "Crystal Cruises") website, any social media platform, or extended internet platform using #CrystalFamily, you are agreeing to be bound by these #CrystalFamily Content Submission Terms and Conditions (the "Agreement"). If you do not agree to the terms of this Agreement, do not upload, post, send or submit any #CrystalFamily Content.

### Eligibility

By agreeing to this Agreement, you represent and warrant that:

- You are at least 18 years of age, and that you have the legal right to enter into this agreement and you are not impersonating anyone else;
- You own all rights in and to your #CrystalFamily Content including without limitation, all rights to the image, audio, video, digital recording, and performance contained in your #CrystalFamily Content (if any), and that you have acquired all necessary rights to the elements appearing in your #CrystalFamily Content to enable you to grant the same rights to Crystal Cruises as described herein;
- Your #CrystalFamily Content is wholly original and does not infringe on the copyright, trademark, patent, trade secret or any other intellectual property rights, privacy rights, or any other legal or moral rights of any third party individual or entity;
- Your #CrystalFamily does not include depictions or images of children under the age of 13;
- You agree to release and allow all creative license and creative treatment in the use and production of your #CrystalFamily Content at the discretion of Crystal Cruises, including but not limited to the right to create derivative works from content that you provide;
- You voluntarily agree to waive all "moral rights" that you may have to your #CrystalFamilyContent;
- Any information contained in your #CrystalFamily Content is not known to you to be false, inaccurate or misleading;
- Your #CrystalFamily Content does not violate any law;
- You were not and will not be compensated or granted any consideration by any third party for submitting your #CrystalFamily Content;
- You will not be compensated or granted any consideration in any way by Crystal Cruises for the use of your #CrystalFamily Content, which is provided by you on a royalty-free basis;
- Your #CrystalFamily Content does not incorporate materials from a third party website, copyright-protected materials or personally identifiable information of anyone other than yourself;
- Your #CrystalFamily Content does not reflect negatively in any way upon Crystal Cruises or their marketing, advertising, commercial or promotional efforts; and
- You agree to irrevocably release and forever discharge Crystal Cruises and its affiliate agents, subsidiaries, employees and third-party providers from any and all actions, claims, damages, liabilities, and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against Crystal Cruises and its affiliate agents, subsidiaries, employees and third-party providers or their respecting successor without limitation resulting from the use of your #CrystalFamily Content or anything contained therein by Crystal Cruises.

## **License Grant**

You hereby grant to Crystal Cruises and its affiliates, subsidiaries, assignees, licensees and legal representatives ("Affiliates"), a worldwide, non exclusive, royalty-free, irrevocable, transferable, perpetual right and license to: use, reproduce, distribute, store, transmit, host, broadcast, publish, publicly perform and publicly display your #CrystalFamily Content, in whole or in part; modify, reformat, adapt, translate and create derivative works from your #CrystalFamily Content, in whole or in part; and sublicense the foregoing rights, in whole or in part, to any third party, for commercial and business purposes (with or without a fee) in any manner, and by any media and means of conveying information, whether now or hereafter known; or for any purpose, including but not limited to, editorial commercial, or promotional purpose.

## **Indemnification**

You agree to indemnify, defend, and hold harmless Crystal Cruises and its affiliate agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including a reasonable amount of attorney's fees) that such parties may incur as a result of or arising from your breach of this Agreement. Crystal Cruises reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you agree to cooperate with Crystal Cruises' defense of such claims.

## **Takedown**

Should you want your #CrystalFamily Content removed from Crystal Cruises' websites, social media channels, or other internet platforms, you will need to send a message to [mediarelations@crystalcruises.com](mailto:mediarelations@crystalcruises.com) and include a link to your original #CrystalFamily Content and the location on our website, social media channel, or other internet platform where your #CrystalFamily Content should be removed. Once Crystal Cruises acknowledges receipt of your email request, please allow thirty (30) days for any action to take place. However, submission of a takedown request does not alter the License Grant or any other terms of this Agreement as set forth herein.

## **Miscellaneous**

You release and discharge Crystal Cruises and its agents, representatives, and assignees from any claim or cause of action, now known or later discovered, for, among other things, invasion of privacy, right of publicity, and defamation arising out of the use and exploitation of the #CrystalFamily Content. This Agreement and the rights and obligations of the parties hereto shall be deemed to be contracts under the laws of the State of Florida and for all purposes shall be governed by and construed and enforced in accordance with the laws of Florida. Any dispute related to the Terms will be resolved exclusively in the Circuit Court in and for Miami Dade County, Florida. If any portion of these Terms are found to be unenforceable, the remaining portion will remain in full force and effect. If Crystal Cruises fails to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by Crystal Cruises. Crystal Cruises reserves all right not expressly granted to you. You will not transfer any of your rights or obligations under these Terms to anyone else without our consent, however Crystal Cruises may assign or transfer their rights under this Agreement at will and without notice to you. These Terms represent the entire agreement between you and Crystal Cruises regarding your #CrystalFamily Content.