

Submission Terms

PLEASE READ THESE SUBMISSION TERMS (“TERMS”) CAREFULLY. THEY CONTAIN IMPORTANT TERMS THAT AFFECT YOUR LEGAL RIGHTS. WHEN YOU MAKE A SUBMISSION TO A FRIENDS OF GREAT SMOKY MOUNTAINS NATIONAL PARK EMAIL ADDRESS OR WEBSITE ON WHICH THESE TERMS APPEAR (A “SITE”) OR SEND THE HASHTAG #FRIENDSOFTHEMOKIES OR #FOTSPHOTOCONTEST OR #SMOKIESFRIENDS TO FRIENDS OF GREAT SMOKY MOUNTAINS NATIONAL PARK OR TAG FRIENDS OF GREAT SMOKY MOUNTAINS NATIONAL PARK ON SOCIAL MEDIA, YOU ARE CONFIRMING THAT YOU HAVE AGREED TO BE BOUND BY THESE TERMS.

- You may be viewing these Terms on a small screen. If so, here are the highlights of the Terms below (but please read the Terms).
 - You own the photo or other Content (as defined below) that you submit. Nothing in these Terms changes that.
 - You are giving Friends of Great Smoky Mountains National Park a license to use the Content on the Site and on Friends of Great Smoky Mountains National Park’s other websites, apps, e-mail, and social media channels for advertising, marketing and/or promotional purposes.
 - You are also giving Friends of Great Smoky Mountains National Park a license to use your name and image and other biographic material in conjunction with the Content.
 - If any third party has any rights in your Content (e.g., someone else took a photo or appears in a photo), you represent that you have all the rights and permissions needed from those third parties to grant Friends of Great Smoky Mountains National Park the license to use your Content in accordance with these Terms and nothing in the Content is inappropriate or defamatory.
 - You are releasing Friends of Great Smoky Mountains National Park from any liability arising out of its use of the Content as described in these Terms and you promise not to sue Friends of Great Smoky Mountains National Park for such use.
1. Please review Friends of Great Smoky Mountains National Park’s online Privacy Policy, located at <http://friendsofthesmokies.org/privacypolicy/>, which is incorporated into these Terms by this reference. Without limiting the generality of the foregoing, these Terms grant Friends of Great Smoky Mountains National Park usage rights in and to your Content.
 2. You represent and warrant that you are at least 18 years old.
 3. You represent and warrant that you (a) own and control all rights, title and interest in and to the Content you license or that you otherwise have all rights, permissions and consents necessary to post and use such Content (including, but not limited to, the right to use names,

images and likenesses of any third party referenced or appearing in the Content); (b) have all rights necessary to provide Friends of Great Smoky Mountains National Park and its affiliates, agents, representatives, licensees and assigns (collectively, “Friends of Great Smoky Mountains National Park”) with the license and rights set forth in Section 4 below; and (c) have complied with all applicable laws and regulations associated with acquiring and/or producing the Content. For the purposes of this Agreement, “Content” means photographs, text, graphics, moving images, sound, illustrations or any other materials (including any associated metadata or location information) (collectively, “Content”). For purposes of clarification, Content also includes any profile information you allow Friends of Great Smoky Mountains National Park to access from third party social media platforms (such as Instagram, Twitter, and Facebook) in accordance with the authorization procedures determined by the platform.

4. You hereby grant to Friends of Great Smoky Mountains National Park a nonexclusive, royalty-free, worldwide, perpetual, irrevocable and fully sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display the Content you submit, in whole or in part, on Friends of Great Smoky Mountains National Park’s social media accounts, on or in any digital platforms of Friends of Great Smoky Mountains National Park (including websites, apps and e-mail), and on third-party websites and apps for any purpose, including for promotional and publicity purposes. For purposes of clarification and not limitation, (a) this license includes, and you expressly consent to, Friends of Great Smoky Mountains National Park’s right to use and publicly display your name, image, likeness and persona; and (b) nothing in this license transfers your ownership of the Content to Friends of Great Smoky Mountains National Park. Nothing in this license requires Friends of Great Smoky Mountains National Park to use or publish your Content in any specific way or on a specific platform or use or publish your Content at all, and all Content is subject to selection and curation by Friends of Great Smoky Mountains National Park. If Friends of Great Smoky Mountains National Park chooses to use or publish your Content on the Site, it will be deemed to have been posted at your request.
5. Any statements, remarks or claims contained or depicted in your Content will reflect your honest views and experiences. When referencing or depicting brands, products or services in your Content, you further agree to disclose any material connections you may have with Friends of Great Smoky Mountains National Park or other third-party brands or sellers (such as if you are an employee, paid blogger or recipient of free products/services). You also agree to provide supporting information or documentation related to these statements, remarks, claims, views and experiences at Friends of Great Smoky Mountains National Park’s request.

6. You understand that you will not be paid for Friends of Great Smoky Mountains National Park's use of your Content as described in these Terms. Each of us will bear our own expenses associated with these Terms.
7. You agree to take any actions (including execution of documents) reasonably requested by Friends of Great Smoky Mountains National Park to effect, perfect or evidence the representations and/or licenses and rights set forth in these Terms.
8. You agree that you will not submit Content that:
 - infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of another;
 - includes material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, violent, harassing, threatening, abusive, inflammatory, fraudulent or otherwise objectionable;
 - displays, describes or encourages the use of a product or service that could be offensive, inappropriate or harmful to Friends of Great Smoky Mountains National Park or any other person or depicts the use of a product in a manner that is contrary to any instruction or warnings relating to the product;
 - impinges upon or violates the publicity, privacy or data protection rights of others; or
 - makes or includes false or misleading statements, claims or depictions about a person, company, product or service.

Without limiting the foregoing, you agree that in conjunction with the production of your Content, you have not inflicted emotional distress or abuse on other people, have not publicly humiliated other people, have not assaulted, stalked or threatened other people, have not entered onto private property without permission, have not impersonated any other person or misrepresented your affiliation, title, or authority, and have not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. Friends of Great Smoky Mountains National Park will reject and/or remove any Content in which Friends of Great Smoky Mountains National Park believes, in its sole discretion, that any such activities have occurred.

9. To the fullest extent allowed by law, you agree to release, discharge and indemnify Friends of Great Smoky Mountains National Park and its employees, contractors, sponsors or any other person acting under Friends of Great Smoky Mountains National Park's permission or authority, from any liability, claim, damage, judgment, cost, loss, expense (including reasonable attorneys' fees), by virtue of any publication or use of the Content you submit or the name, image, likeness, persona or other information you provide in connection with such Content. You further agree to waive any rights to injunctive relief you may have in connection with these Terms.

10. These Terms, including the Friends of Great Smoky Mountains National Park online Privacy Policy and any other policies or agreements expressly incorporated by reference therein, constitutes the entire agreement between you and Friends of Great Smoky Mountains National Park in relation to the Content you're licensing. If a court finds any provision of these Terms to be unreasonable or unenforceable in any respect, you agree that these Terms will nonetheless be enforced to the maximum extent to which they are found by the court to be legally enforceable.
 11. These Terms will be governed by applicable federal law and the laws of the State of Tennessee, without reference to its choice of law rules. Nothing herein will be interpreted as a waiver of Friends of Great Smoky Mountains National Park's rights to the Content under federal and state common law and statutes (such as rights of public domain and fair use).
- *** End of Submission Terms ***

Adopted by Friends of Great Smoky Mountains National Park 4/25/2016