

## TERMS AND CONDITIONS FOR MEDIA COVERAGE

In consideration of being granted credentials for access to the 3<sup>rd</sup> Annual World Happiness Summit you expressly agree to the terms and conditions set forth below (the "Agreement"). Please read these terms and conditions carefully. If you do not agree to these terms and conditions do not enter the premises of the 3<sup>rd</sup> Annual World Happiness Summit.

1. WOHASU will provide credential(s) necessary for You to gain access to media areas for the sole and exclusive purpose of providing legitimate news reporting of the 3<sup>rd</sup> Annual World Happiness Summit. Time, area, and scope of access will be at the sole discretion of WOHASU. Credential(s) and access may be revoked at any time by WOHASU with or without cause, and WOHASU shall have no liability to You whatsoever should WOHASU revoke such access. You agree not to attempt to gain access to any area other than those designated for media and to which You have expressly been granted access. You agree to confine Your work to obtain interviews or to shoot stills and video only to those locations within the designated media areas for which You have been specifically assigned for that work. Should You be found using a camera in an unauthorized area, You shall be subject to confiscation of the camera and revocation of Your credentials. This credential is non-transferable.
2. The use, distribution, exhibition, reproduction, adaptation, display, performance or publication of any accounts, descriptions, pictures, photographs, video or audio recordings, reproductions of, or other information concerning the 3<sup>rd</sup> Annual World Happiness Summit (the "Event") for purposes other than for news coverage of 3<sup>rd</sup> Annual World Happiness Summit, or for First Amendment-protected purposes (as applicable), is prohibited, except (a) with the prior written consent of WOHASU or (b) as specifically licensed herein. Nothing in these terms and conditions authorizes or allows You to violate any of the WOHASU trademarks, copyrights or other proprietary rights.
3. You shall obtain all necessary licenses, consents or releases permitting the use of any party's proprietary material, including, but not limited to any party's copyrights, trademarks, rights of publicity, rights of privacy or other proprietary of personal rights, however denominated included in any photograph taken or other material obtained in connection with the credential. You are solely responsible for determining which licenses, consents and releases shall be obtained. You agree to indemnify and hold harmless WOHASU and its officers, agents, contractors, employees from and against any and all liability loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or relating to: (a) the issuance of the credential; (b) Your presence at the Event; (c) any other activity of the accredited agency or You in connection with the Event, including without limitation, any claims that the Event Information taken or compiled by You that infringes the intellectual property rights, publicity rights or other rights of any third party's copyrights, trademarks, rights of publicity, rights of privacy, or other proprietary of personal rights, however denominated; and (d) the presence on the premises of any cameras, wires, cable or other equipment brought thereon by You.
4. Secondary use of any picture, audio description, videotape/film or drawing of 3<sup>rd</sup> Annual World Happiness Summit taken or made by You (including, but not limited to, use in delayed editorial or non-editorial, advertising, sales promotion or merchandising) is prohibited without prior specific written approval of WOHASU. You understand and acknowledge that you cannot sell, vend or license 3<sup>rd</sup> Annual World Happiness Summit footage or photographs in any way, absent a licensing agreement with WOHASU.
5. You understand and acknowledge that You are solely responsible to relay these guidelines to all persons with whom You have allotted credentials and/or those persons who are under Your control.

6. You agree and acknowledge that WOHASU has not made any warranty or representation whatsoever, express or implied, with respect to the WOHASU or any clips, recordings, stills and/or stills, or Your use of them.
7. You agree to take all reasonable steps to maintain the security of any clips and stills obtained or possessed by You within the scope of this agreement, including but not limited to physically securing the footage, film, and/or data, and employing technology to assure that unauthorized reproduction, transfer, or use of such material is prevented, particularly with respect to any broadcast, display, or other use made on the internet.
8. Neither party shall be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond such party's reasonable control, including but not limited to acts of God, acts of war, terrorism, weather, fire, explosions, floods, earthquakes, strikes, work stoppages, slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of government, and dangerous conditions that pose a threat to either party's personnel.
9. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. In the event litigation is necessary to enforce this Agreement, venue shall be proper in any court of competent jurisdiction located in MIAMI-DADE COUNTY, FL. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. This Agreement may not be amended except in a writing signed by both parties. This Agreement may not be assigned without the prior written consent of the other party. If any provision of this Agreement is found to be unenforceable, that provision will be severed and the remainder of this Agreement will continue in full force and effect.
10. You agree that You have read and understand all of the abovementioned terms and conditions for credentialed media and hereby agree to abide by these guidelines. You hereby acknowledge that any violations of these guidelines will result in the revocation of Your credential(s) and removal from the Event and may result in legal action being taken against You.