

Photograph Submission Terms and Conditions

February 12, 2026

These Terms and Conditions ("Terms") govern the submission and use of photographic images ("Images") provided by partners ("Partner") to Santa Monica Travel & Tourism ("SMTT"). By submitting Images, the Partner agrees to the following:

1. Grant of License

The Partner grants Santa Monica Travel & Tourism a non-exclusive, perpetual, worldwide, royalty-free license to use, reproduce, distribute, publicly display, and create derivative works from the Images for SMTT-related advertising, promotional, and marketing purposes, including both organic and paid media.

2. Permitted Uses

SMTT may use the Images across all media formats, including but not limited to:

- Print publications
- Digital platforms and websites
- Social media channels
- Email marketing
- Presentations and trade materials
- Any current or future technologies not yet known or developed

SMTT may also provide the Images to third parties (such as marketing agencies, media partners, or vendors) solely for limited marketing and promotional purposes related to SMTT, with proper attribution to SMTT where applicable.

3. Attribution

If attribution is required for use of the Images, the Partner must clearly indicate this requirement in writing before submission, by emailing marketing@santamonica.com. SMTT will make reasonable efforts to honor attribution requests when practicable. SMTT will make all reasonable efforts to add attribution when possible, however certain creative executions may limit the ability to do so.

4. Partner Representations and Warranties

The Partner represents and warrants that:

- They are the sole owner of the Images or otherwise have full legal authority to grant the rights described herein.
- The Images do not infringe upon any copyright, trademark, privacy, publicity, or other rights of any third party.
- All necessary model releases, property releases, or other permissions have been obtained and can be provided to SMTT upon request.

5. Indemnification

The Partner agrees to indemnify, defend, and hold harmless Santa Monica Travel & Tourism, its officers, employees, agents, and contractors from and against any and all claims, damages, liabilities, costs, losses, or expenses (including reasonable attorneys' fees) arising out of or related to SMTT's use of the Images in accordance with these Terms.

This indemnification includes, without limitation, claims related to copyright infringement, rights of publicity or privacy, royalties, fees, or other compensation.

6. Revocation of Rights

If the Partner revokes usage rights at any time, SMTT is not required to recall, remove, or retract any advertising or promotional materials in which the Images were previously used or distributed prior to revocation. To revoke usage rights, original submitter (person or company) must email marketing@santamonica.com with specific and clear instructions on which imagery they are revoking rights to.

7. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles.

8. Modifications

Any modifications or amendments to these Terms must be made in writing and signed by both parties.

9. Entire Agreement

These Terms constitute the entire agreement between the Partner and Santa Monica Travel & Tourism regarding the use of the Images and supersede any prior understandings or agreements, whether written or oral.