

Terms of Use

1. Your Acceptance

This website is operated by Visit California (the "Company"). By using and/or visiting this website www.visitcalifornia.com/content ("Website"), you accept these terms and conditions (the "Terms of Use") and the terms and conditions of the Company's privacy policy, which is published at <http://www.visitcalifornia.com/privacy>, and which are incorporated herein by reference. If you do not agree to any of these terms, then please do not use the Website.

2. The Website

These Terms of Use apply to all users of the Website. The Website may contain links to third party websites that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, the Company will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly release the Company from any and all liability arising from your use of any third-party website.

3. Website Access

A. The Company hereby grants you permission to use the Website as set forth in this Terms of Use, provided that: (i) your use of the Website is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without the Company's prior written consent (which the Company may withhold in its sole discretion); (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

B. In order to access some features of the Website, you may have to create an account. You may never use another person's account without permission. When creating your account, you must provide accurate, current and complete information. You are solely responsible for the activity that occurs on your account, and you must keep the password to your account secure. You must notify the Company immediately of any breach of security or unauthorized use of your account. The Company will not be liable for your losses caused by any unauthorized use of your account; however, you may be liable for the losses of the Company or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," and so on, that accesses the Website in a manner that sends more request messages to the Company servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, the Company grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices, caches or archives of the materials. The Company reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website.

4. Intellectual Property Rights

The content on the Website, except all User Content (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (“Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to the Company, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Except as otherwise provided for herein, content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. The Company reserves all rights not expressly granted in and to the Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Content of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

5. User Content

A. User Content. The Website may now or in the future permit the submission of audio visual recordings (“Video”), digital photographic images (“Photo Assets”) or any other communications, materials or content submitted by you and other users (collectively, “User Content”) and the hosting and/or publishing of such User Content. In order to submit User Content, the Company will require you to create an account.

B. License. You shall be solely responsible for your own User Content and the consequences of posting or publishing them. In connection with your User Content, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize the Company to use all patent, trademark, trade secret, copyright, publicity, publishing or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the Website and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in the manner contemplated by the Website and these Terms of Use. While you retain all of your ownership rights in your User Content, by submitting the User Content to the Company, you hereby grant the Company a worldwide, perpetual, non-exclusive, royalty-free, sublicenseable and transferable right to (and the right to grant others the right to) use, reproduce, distribute, display, publicly and digitally perform the User Content and the composition associated therewith in connection with the Website and the Company's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels including the interactive or non-interactive digital broadcast of the User Content, including but not limited to online streaming, Internet radio broadcasting and podcasting.

C. In connection with User Content, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including

any license, publishing rights, privacy and publicity rights, unless you own such rights or have permission from their rightful owner to post the material and to grant the Company all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage the Company or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. The Company does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and the Company expressly disclaims any and all liability in connection with User Content. The Company does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and the Company will remove all Content and User Content if properly notified that such Content or User Content infringes on another's intellectual property rights. The Company reserves the right to remove Content and User Content without prior notice. The Company will also terminate a User's access to its Website, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Content removed from the Website more than twice. The Company also reserves the right to decide whether Content or a User Content is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. The Company may remove such User Content and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

D. If you are a copyright owner or an agent thereof and believe that any User Content or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by contacting our Copyright Agent (at Weintraub, Genshlea, and Chediak Law Corporation; 400 Capitol Mall, 11th Floor; Sacramento, CA 95814).

E. You understand that when using the Website, you will be exposed to User Content from a variety of sources, and that the Company is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against the Company with respect thereto, and agree to indemnify and hold the Company, its owners/operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

F. User Content is further subject to the following terms and conditions: (i) User Content not related to travel and tourism will not be accepted or processed and may be removed, (ii) User Content that is profane, illegal, libelous or political in nature will not be accepted or processed and may be removed, (iii) User Content that is known to be false, a misrepresentation or material omission, or self-promotional in nature will not be accepted or processed and may be removed, (iv) User Content submissions require physical location information, including place/venue name, official street address, zip code, and contact telephone number, and submissions omitting this information will not be accepted or processed and may be removed, (v) User Content must include a valid, working website address for viewers seeking more information, and submissions omitting this information will not be accepted or processed and may be removed, (vi) you represent and warrant to Company that all individuals featured in User Content have signed a model release agreement and you agree to be solely responsible for securing all such rights; and submissions not complying with this requirement will not be accepted or

processed and may be removed, (vii) credit information must be provided with all User Content, however Company does not guaranty that all User Content will be captioned or credited, (viii) all destination requests are subject to review and approval by the Company, and (ix) Company does not guarantee that any or all User Content submitted will be used on the Website or in other publications.

6. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEB SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEB SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE COMPANY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH

7. Limitation of Liability

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE COMPANY'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT THE COMPANY SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by the Company from its facilities in the United States of America. The Company makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

8. Indemnity

You agree to defend, indemnify and hold harmless the Company, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

9. Ability to Accept Terms of Use

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. By accepting these Terms of Use, you affirm that you are over the age of 13, as the Website is not intended for children under 13.

10. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction.

11. General

You agree that: (i) the Website shall be deemed solely based in California; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over the Company, either specific or general, in jurisdictions other than California. These Terms of Use shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and the Company that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Sacramento County, California or the United States District Court for the Eastern District of California. These Terms of Use, together with the Company's Privacy Policy at <http://www.visitcalifornia.com/privacy> and any other legal notices published by the Company on the Website, shall constitute the entire agreement between you and the Company concerning the Website. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. The Company reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Website following any amendment of these Terms of Use will signify your assent to and

acceptance of its revised terms. YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.