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The images and other content in the Knowledge Bank On-Line Library (the "Images/Content") are protected under applicable intellectual property laws. Unless otherwise stated, intellectual property rights in the Images/Content are administered by HVCB on behalf of itself or HTA.

As HTA Staff and/or an HTA Marketing Contractor, you are authorized to use the Images/Content in the course of business for the sole purpose of promoting Hawaii as a visitor or meetings destination, subject to the additional restrictions and requirements discussed below. You may not allow any person outside of HTA Staff and/or an HTA Marketing Contractor to use any Images/Content other than for HTA Marketing Contractor promotions or media editorial use; provided, however, that any person outside of HTA Staff and/or an HTA Marketing Contractor who is allowed to use the Images/Content must be given, and must agree to comply with, the appropriate Terms and Conditions of Use document identifying the restrictions applicable to such use.

Each catalog of the Images/Content may have additional usage restrictions and requirements. You are solely responsible for checking, understanding, and complying with these restrictions and requirements, and using the Images/Content in an appropriate manner.

Credit is required for each of the Images/Content as specified in the Knowledge Bank On-Line Library. Credit must be placed adjacent to any use of the Images/Content.

FOR HTA MARKETING CONTRACTORS ONLY -- You agree to indemnify and defend HTA and HVCB from and against all costs, liability, loss, damage, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from your acts or omissions under these Terms and Conditions of Use and your use of the Images/Content.

NOTE - The limitations on use of the Images/Content set forth above do not apply to HTA staff to the extent that HTA has sufficient rights in the Images/Content to allow uses of the Images/Content by HTA staff that are not otherwise permitted by these Terms and Conditions of Use.

FOR VIDEO USE PLEASE NOTE:

In addition to the comments above, please read the following for video footage use.

If approved, the Images/Content will be provided to you strictly on a one-time limited and restricted use basis for the show or production described upon download. You must submit a separate request, and obtain a separate approval, for any additional uses. All videos within the "Finished Video Content" category must be used as-is, intact in its entirety. It cannot be manipulated, edited or adjusted.

You shall not license, assign, convey, loan, rent, resell or transfer the Images/Content to any other person, company, or division without prior written authorization by HVCB. Duplication or archiving the Images/Content for any future use is expressly prohibited.

If HVCB determines, in its sole and absolute discretion, that Your use of the Images/Content, or any part thereof, or the show or production in connection with which the Images/Content is used, will degrade, embarrass, or tarnish the reputation of the State of Hawaii, the Hawaii Tourism Authority, HVCB, or the destination Hawaii, or will be offensive to the Hawaiian culture, then HVCB may at any time (1) require

You to immediately stop using the Images/Content; (2) require You to remove the Images/Content from any/all materials into which it has been incorporated; and (3) withdraw any or all of the permissions granted with regard to the Images/Content.

Requestor acknowledges and agrees that if HVCB incurs legal expenses as the result of Your breach of this Agreement, HVCB shall be entitled to recover from Requestor, in addition to any other relief to which it is entitled, its legal expenses, including without limitation reasonable attorneys' fees, costs, and expenses.

Credit must be provided to the "**Hawaii Tourism Authority.**" Requestor understands and acknowledges that the Images/Content, including any and all copyrights therein, is the property of the Hawaii Tourism Authority.

**A digital file (QT or mp4 under 10mb) or 1 copy (DVD format) of the final produced piece that utilized the provided Images/Content, must be provided to HVCB upon completion of the piece.**