**ACCEPTANCE OF TERMS AND CONDITIONS FOR THE USE OF PHOTOGRAPHS AND VIDEOS BELONGING TO THE COSTA RICAN TOURISM BOARD (ICT)**

I hereby confirm that I, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** bearer of the ID document no. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**a national of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** in representation of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** in my capacity as **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, as shown in the attached document, accept and state the following:

1. That I have been authorized by the Costa Rican Tourism Board (“ICT”) to use the following photographic material or videos: “**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**    “(“the material”), which is ICT property and which corresponds to the following description and categories:

(Description of the number and type of photographic material or videos being authorized):

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The material belongs to the categories marked with an X below:

**(  ) Beaches   (  ) Forests   (  ) Flora & Fauna (  ) Adventure**

**(  ) Volcanoes (  ) Food   (  ) Infrastructure   ( ) Wellness**

1. That I am aware and have been informed by ICT that the above-mentioned material comes with restrictions on its use due to elements contained therein, and by virtue of the provisions of Articles 4 and 5 of Law No. 1917, the Organic Law of the Costa Rican Tourism Board (hereinafter the Law), by which I am bound to comply and respect the terms of the present undertaking, under pain of incurring civil and criminal liability for which I will have to compensate ICT in accordance with the determination of the competent administrative and judicial authorities following the completion of due process.

1. That, due to the restrictions mentioned above and those listed below, the present permit for the use of material is strictly limited to the following purposes:
2. The promotion of Costa Rica as a tourist destination under the terms of the Law and the policies and strategic guidelines of the ICT’s National Plan for Sustainable Tourism Development and the Strategic Marketing Plan.
3. The use of the material must be limited to the purposes for which ICT has authorized it.
4. That the restrictions on the use of the material are the following, by which I am firmly bound to comply:
5. **I hereby undertake to withdraw all media where it has been displayed or exhibited, as the case may be, by the above date. This authorization shall apply for the period of one calendar year.**
6. That I understand and acknowledge that I am committing to the ICT to abstain from the following actions, which will be prohibited:
	1. Using, reproducing, marketing or promoting the material described herein, in part or as a whole, in manners or for purposes other than those of the present undertaking.
	2. Providing the material to third parties.
	3. Renting, leasing, lending, selling, redistributing or sub-licensing the material.
	4. Copying the material (except as expressly permitted under this agreement).
	5. Using the material for illegal purposes or activities.
	6. Removing any copyright, trademark or property notice from the material.
	7. No changes can be made to the material aside from what is authorized in this document.
7. **That use of the material is exclusively for the promotion of Costa Rica as a tourist destination. ICT reserves the right to pursue legal action if it determines that there has been improper use of this material that promotes activities other than tourism or activities that are contrary to good moral conduct. ICT is not liable for improper use that third parties may make of this video.**
8. **That in the event of the material being used on a website, I undertake to include a link to the ICT website, located at the URL** [**www.visitecostarica.com**](http://www.visitecostarica.com/)**, or its English-language version.**
9. **That I undertake to send ICT proof of the publication of the material or its use within thirty working days following the date of authorization for its use.**
10. That non-compliance with the above may result in my being subject to administrative, criminal and civil penalties.
11. That I release ICT from all liability with respect to me or third parties that may result from the use of the material.
12. That I recognize and accept that ICT has the discretionary ability to revoke its authorization and cease my use of the material without any rights whatsoever being accorded to me.
13. Indication of contractual domicile: That in accordance with the provisions of the Costa Rican Law on Notifications, No. 8687, Articles 19, 20 and 22 of December 4, 2008, I indicate the following as my contractual domicile:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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1. I furthermore indicate my e-mail address for the receipt of any notification related or derived from the present acceptance of terms and conditions, including any administrative or legal action:

In witness whereof, I hereto affix my signature in the city of \_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_ day of the month of \_\_\_\_\_\_\_\_\_\_\_, **201\_\_\_**.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature**