

DETAILED TERMS AND CONDITIONS

- 1. General:** These terms and conditions (“**Terms**”) constitute a legally binding agreement between you and Korea Tourism Organization (“**KTO**”, “**we**”, “**us**”, “**our**”) and you agree that by accessing the KXperience Microsite (**Microsite**) and participating in the K-Challenge, you have read, understood, and agree to be bound by all of these Terms. These Terms may be amended from time to time and we reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time for any reasons whatsoever.
- 2. Intellectual Property Rights:** All content, trademarks, third-party logos and names, data, software, information or information contained in any materials, or documents used by KTO in relation to the Microsite and K-Challenge, including, but not limited to, any and all copyrighted works, music tracks, databases, text, tools, software, technology, algorithms, graphics, icons, designs, logos, graphics, hyperlinks, domain names, codes, information and agreements (“**Materials**”), are the sole and exclusive property of or are licensed/permitted to KTO. You may not reproduce, distribute or copy the Materials by any means, whether electronically or not, without KTO’s prior written permission.
- 3. Usage Policy:** You agree to use the Microsite for non-commercial use and, above all, fairly. You may not use the Microsite to transmit, distribute, store or destroy any material or information (i) in violation of any applicable law or regulation; (ii) in a manner that infringes any third-party’s intellectual property rights; (iii) in a manner that violates the privacy or other personal rights of third parties; (iv) that is defamatory, damaging, disruptive, obscene, threatening, abusive or hateful and/or (v) in a manner that violates any law and/or rules & regulation as applicable.
- 4. Licensing Terms:** By posting your video as part of the K-challenge social media contest or making the video accessible to KTO on your own social media account or by linking your social media account, you automatically grant, and represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such videos (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

You are solely responsible for your video(s) uploaded as part of K-Challenge and KTO shall not be liable for any statements or representations in the videos uploaded by you.

- 5. User Data and Privacy Policy:** If you access the Microsite then you expressly consent to have your data/personal information transferred to and processed by us. We will maintain certain data that you transmit us. You are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the content on the Microsite.

Except as otherwise provided in these Terms, we will not share, rent, sell or otherwise disclose any data/personal information that we collect about you as part of the K-Challenge, except in any of the following situations – a) to comply with any applicable law or to any government officials, as we, in our sole and absolute discretion, deem necessary or appropriate; b) You request or authorize the release of your personal information; and c) submission of Google survey form and or Google form for contest participation.

- 6. Termination:** Without limiting any other provision of these Terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Microsite (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms or due to violation of any applicable law or regulation. We may terminate your use or participation in the K-Challenge or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.
- 7. Disclaimer of Warranties:** The Microsite is provided “as is,” with all faults, and KTO makes no express or implied representations or warranties, of any kind related to the Microsite or the materials contained on the Microsite.
- 8. Limitations of Liability:** In no event will KTO or its directors, employees, or agents will be liable for any damages that may occur to you as a result of your misuse of the Microsite and KTO its directors, employees, or agents shall not be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, arising from your use of the Microsite.
- 9. Indemnification:** You hereby agree to indemnify and hold harmless to the fullest extent KTO, its directors, employees, or agents from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms.
- 10. Severability:** If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.
- 11. Relationship:** There is no joint venture, partnership, employment or agency relationship created between you and KTO as a result of these Terms or use of the Microsite and participating in K-Challenge.
- 12. Governing Law:** These Terms and your use of the Microsite are governed by and construed in accordance with the laws of India.