

Kampgrounds of America, Inc. User Generated Content Terms of Use

Kampgrounds of America, Inc. ("KOA") reaches out to social media users to seek their permission to feature our favorite content on our social channels, website and various promotional materials.

If you choose to allow us to use your social media content, including but not limited to photos, videos, music, sounds, messages or other content, information or materials, ("User Content") you must reply with the hashtag #KOAyes, and in doing so you agree to these User Generated Content ("UGC") Terms of Use.

ABOUT YOU

You represent and warrant that:

- You are at least eighteen (18) years of age or are legally considered an adult in the State or Country where you reside;
- You have full power and authority to agree to these UGC Terms of Use;
- The User Content is your own original creation, you did not take the User Content from another website, social media posting or elsewhere, and the User Content does not contain anything that violates the rights of any person or entity;
- The User Content does not contain anything illegal, defamatory, obscene or offensive;
- You have permission from any person(s) appearing in the User Content to provide us with the rights to use the User Content as described in these UGC Terms of Use;
- If children are depicted in your User Content, you are the parent or guardian with legal responsibility for any minors depicted therein.
- Your upload or post of the User Content does not violate any applicable laws or the terms or requirements of the Social Media platform(s) where you uploaded or posted the User Content;
- Our use of your User Content as described in these UGC Terms of Use will not violate the rights of any person or entity and will not violate any law.
- You confirm and agree that our use of your User Content as described in these UGC Terms of Use does not and shall not require the payment of any fee or other form of compensation to any person or entity and does not require license, authorization, approval or consent by any other person or entity; and
- You have read and you agree to comply with all of the terms and conditions in these UGC Terms of Use.

ABOUT KOA

KOA engages a limited number of service providers to facilitate the collection and transmission of User Content to the KOA websites (www.KOA.com and others)(the “Site”), social media channels, promotional materials and other properties (“KOA Properties”), including photos, text, graphics, audio, video, location information, comments and other materials from social media sites, for use by KOA in connection with its business, including KOA’s product features, marketing, promotional, advertising and other consumer-related activities (the “KOA Services”).

KOA reserves the right to alter these UGC Terms of Use without advance notice by posting revised UGC Terms of Use. Accordingly, you should review the UGC Terms of Use each time you grant permission or authorization to feature your User Content.

USER CONTENT LICENSE

You hereby grant to KOA and its related companies, agents, licensees, sublicensees, contractors, successors, legal representatives, assigns, and third-party service providers, and their respective retail partners, marketing or public relations agencies, and other affiliates (the “Licensed Parties”) a worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable, sublicensable right to use your User Content in any manner to be determined in the Licensed Parties’ sole discretion, including but not limited to use on webpages and social media pages operated by the Licensed Parties, in promotional e-mails and advertisements, and in any and all other marketing, promotional and advertising initiatives, and in any media now or hereafter known. The Licensed Parties may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner in their sole discretion, with no obligation to you whatsoever.

You grant the Licensed Parties the right to use your user name, real name, image, likeness, your voice, descriptions of you, your location or other identifying information in connection with any use of your User Content.

You hereby agree and represent and warrant that (i) you are solely responsible for your User Content, (ii) you own all rights in and to your User Content and/or have obtained appropriate rights and permissions from any and all other persons and/or entities who own, manage or otherwise claim any rights with respect to such User Content, (iii) you are not a minor, (iv) the Licensed Parties’ use of your User Content as described herein will not violate the rights, including but not limited to copyright, trademark, patent, trade secret, privacy, publicity, moral, proprietary or other rights, of any third party, or any law, rule or regulation, and (v) the User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful.

The Licensed Parties are not responsible or liable to any third party for the content or accuracy of your User Content. You hereby release, discharge and agree to hold the Licensed Parties, and any person acting on their behalf, harmless from any liability related in any way to the Licensed

Parties' use of your User Content. You further agree to indemnify the Licensed Parties against any and all claims, actions, liabilities, losses, damages, expenses, (including reasonable legal expenses) they incur as a result of a breach by you of your obligations, representations, or warranties under these UGC Terms of Use.

The User Content that you submit is deemed non-confidential and the Licensed Parties have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except pursuant to the Licensed Parties' respective privacy policies. By using the Site or the KOA Services, you are consenting to the Licensed Parties' collection of any personal information you provide for the Licensed Parties' use and disclosure in connection with the use of your User Content as described herein. If you do not agree to the collection, use and disclosure of your personal information in this way, please do not use the Site or the KOA Services or otherwise provide the Licensed Parties with personal information. By using the Site or the KOA Services or otherwise providing the Licensed Parties with personal information, you agree to the foregoing collection, use, disclosure, transfer and processing of your information in accordance with the terms of these UGC Terms of Use, the privacy policies and applicable data protection laws and regulations.

The Licensed Parties reserve the right to remove any User Content from the Site and the KOA Properties. If you believe any content, including User Content, residing on the Site or on the KOA Properties or displayed or used in connection with the KOA Services infringes any person's or entity's copyright rights please contact our Camper Services Department at feedback@koa.net.

ADDITIONAL TERMS

These UGC Terms of Use apply to the entire Site, the KOA Properties and KOA Services and to your User Content unless otherwise provided. In addition, to the extent your User Content is displayed on the Site or on any of the KOA Properties or in connection with the KOA Services, you also will be subject to additional terms of use, agreements, guidelines or rules provided by KOA applicable to such Site, KOA Properties and KOA Services and User Content, including but not limited to those set forth on the KOA website at <https://koa.com/privacy/terms-of-use/>, and you hereby agree to be bound by such additional terms of use or service, agreements, guidelines, instructions or rules provided or posted by KOA (the "KOA Terms").

INTELLECTUAL PROPERTY RIGHTS

The Site, KOA Services and KOA Properties may be protected by copyright, trademark and other intellectual property laws. You acknowledge and agree that you do not acquire any ownership or other rights in proprietary information and materials of KOA by authorizing use of your User Content or otherwise using or accessing the Site, the KOA Services or the KOA Properties.

MISCELLANEOUS

These UGC Terms of Use are personal to you and may not be assigned or transferred by you for any reason whatsoever without KOA's prior written consent; and any action or conduct in violation of the foregoing shall be void and without effect.

You agree that if KOA does not exercise or enforce any legal right or remedy which is contained in these UGC Terms of Use (or which KOA has the benefit of under any applicable law), this will not be taken to be a formal waiver of KOA's rights and that those rights or remedies will still be available to KOA.

The construction, validity and performance of these UGC Terms of Use shall be governed by the laws of the State of Montana, USA, and you agree to submit to the exclusive jurisdiction of the courts of Montana to resolve any dispute arising under or in connection with these UGC Terms of Use. If any court of law having the jurisdiction to decide on this matter, rules that any provision of these UGC Terms of Use are invalid, then that provision will be removed without affecting the rest of the UGC Terms of Use. The remaining provisions of these UGC Terms of Use will continue to be valid and enforceable.

Any questions regarding these UGC Terms of Use may be directed to KOA's Camper Services Department at feedback@koa.net.