

## Be a Geocaching Guest Blogger!

The Geocaching Blog tells inspiring geocaching stories, informs about happenings at Geocaching HQ and teaches geocachers about the game. To elevate genuine community content from all over the world, we want to open the official Geocaching Blog as a platform for many great geocaching stories. With that we want to give geocachers inside and outside the United States the opportunity to share authentic local content in their native language with a large geocaching audience.

## Guest Blogger Agreement

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By submitting your Guest Blogger post, including text, images and/or video, and accompanying social media post (together, your “**Submission**”) to us at Geocaching HQ, you are agreeing to the following:

1. Requirements and Guidelines
  - a. **Your Submission meets all of the [Guest Blogger Submission Requirements](#).**
  - b. **Your Submission does not violate the [Geocaching Terms of Use](#).**
  - c. **Any geocaches included in your Submission meet the [Geocache Listing Requirements/ Guidelines](#).**
2. Ownership
  - a. **Your Submission is your own original creation and/or you have all necessary rights.**
    - i. You personally wrote all of the text in your Submission. You did not copy it from anywhere else or if you did copy, you have all permissions necessary to use the text in this Submission and have provided credit where applicable.
    - ii. You shot all of the photos/videos included in your Submission or if you did not personally shoot them, you have all permissions necessary to use the photos/videos in this Submission and have provided credit where applicable.
    - iii. You have the written permission of any person or business that appears in your text, photos or video to use their name, image, likeness, voice or other identifying features in your Submission and related promotion and to give us permission to do the same. ([See sample release](#)). Your Submission will not violate anyone’s privacy rights.

- iv. If you use anyone else's content or if any person or business is included in your Submission, you must include a copy of their written permission with your Submission or evidence that such content is used under an appropriate Creative Commons or other public license or in the public domain. We may in our sole discretion reject any evidence as inadequate.
- b. **Geocaching HQ may use your Submission or any part of your Submission.**
  - i. You retain ownership of your Submission. You give Geocaching HQ a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable and fully sub-licensable right and license to reproduce, distribute, publicly display, perform, make derivative works of, and otherwise use your Submission, or any part of your Submission, in any form, media or technology, now known or later developed for the Geocaching blog and any other purpose, including for marketing purposes.
  - ii. You give Geocaching HQ the perpetual, irrevocable, non-exclusive, worldwide and royalty-free, transferable right to use your name and likeness in connection with the publication and marketing of your Submission and to allow others to use them for the same purposes.
  - iii. We are under no obligation to use your Submission and reserve the right in our sole discretion to refuse to publish your Submission at any time.

### 3. Your Submission

- a. **We may make changes to or remove your Submission.** We may delete your Submission from the Geocaching Blog at any time without notifying you. We may remove any images, video, text or links without notifying you. Although, we have the right to make changes to your Submission, including the images and/or video, we will generally try to contact you if we make any major substantive changes.
- b. **Let us know if you see a problem.** You hereby waive any right that you may have to inspect or approve our use of your Submission or any part of your Submission, including its promotion. However, in the event you are concerned that any changes or edits made by us require further modification, it is your obligation to immediately let us know. We will work with you to address any such concerns after receiving your notification.
- c. **You are responsible for the content you provide to us in your Submission.** All statements in your Submission that are asserted as facts are true and/or based upon reasonable research for accuracy. You will immediately notify us if you receive a demand letter, claim or other notice of infringement related to the content used in your Submission. You will defend, indemnify and hold harmless Geocaching HQ and its employees from any claim, cost, liability or action (including attorneys' fees and expenses) brought by any third-party against us in connection with your Submission.

### 4. Our Relationship

- a. **You are not being paid in money, only in potential eyeballs.** You acknowledge that you will receive no payment for our exercise of any of the rights you've granted to us in this agreement and that you are not entering into this agreement with the

expectation of any payment. You waive any right to royalties or other compensation that may arise from or related to the use of your Submission or any part of your Submission. The sole consideration for your Submission is the opportunity for your work to potentially reach a wider geocaching audience. However, we are not guaranteeing any particular audience reach or exposure.

- b. **You are an independent contractor.** We agree that we are dealing with each other as independent contractors, and that you are not an employee or agent of us. You have the right to control the method by which you create your Submission and assume all responsibility for the quality, scope and accuracy of your Submission. You are wholly responsible for payment of any employment related taxes.
- c. **We are not business partners.** Do not use our logo or name in a way that implies we are partners or have endorsed you, your website, blog or any other products of yours. Any use of our trademarks or logos requires our express written permission, including any posts for purposes of promoting your post on the Geocaching blog.

5. Other Important Stuff

- a. This Guest Blogger Agreement along with the Guest Blogger Submission Requirements is the entire agreement between us related to your Submission.
  - b. Our failure to exercise or enforce any right or provision of this agreement or the Guest Blogger Submission Requirements does not constitute waiver of such right or provision.
  - c. If any provision of this agreement is found by a court of competent jurisdiction to be invalid or illegal, the court should endeavor to give effect to our intentions. If that is not possible, the provision should be excluded from the agreement to the extent it is unenforceable, and the other provisions of this agreement will remain in full force and effect.
  - d. This agreement shall be governed by and construed in accordance with the laws of Washington, USA without regard to such state's rules regarding conflicts of laws. The federal district court located in King County, Washington USA shall have exclusive jurisdiction over all claims and actions arising out of or relating to this agreement.
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