

Fiesta DC Press Sign-Up Terms and Conditions

The Press Sign-Up Terms and Conditions (these "Terms") are an agreement between Fiesta DC, Inc., a District of Columbia nonprofit corporation ("Fiesta DC"), and the individual applying for press credentials ("you" or "Applicant") and, where applicable, the media outlet you represent. By signing up for a press pass, using press credentials, or submitting content related to Fiesta DC, you agree to these Terms:

1. Press Pass Usage

- The Fiesta DC press pass is personal and non-transferable, must be worn visibly while on site, and may only be used by the approved individual for news, editorial, or documentary coverage of the event.
- Misuse of the press pass, including lending it to another person, entering restricted areas without authorization, or using it for purposes other than covering the event, may result in immediate removal from the event and revocation of current and future press privileges.
- You must follow the instructions of Fiesta DC staff, volunteers, security personnel, and law enforcement, as well as all posted event rules, media guidelines, and venue or permit requirements, which are part of these Terms. Access to any area, including stages, backstage, and performer areas, is at Fiesta DC's discretion and may be restricted at any time.

2. Your Content and License to Fiesta DC

- You keep ownership of the copyright in the photographs, videos, audio recordings, articles, and other media you create at or about Fiesta DC ("Your Content"). Materials provided by Fiesta DC, including press kits, logos, and official photographs, remain the property of Fiesta DC.
- By uploading or submitting content of Fiesta DC, or tagging or sharing content with Fiesta DC (for example, through Fiesta DC's social media accounts or a shared folder), you grant Fiesta DC a non-exclusive, perpetual, worldwide, royalty-free, irrevocable, and sublicensable license to use, reproduce, edit, adapt, publish, distribute, and display that content in any media for Fiesta DC's promotional, fundraising, educational, archival, grant- and sponsor-reporting, and other mission-related purposes. Fiesta DC will make reasonable efforts to credit you, but an inadvertent failure to do so is not a breach of these Terms.
- For any content you submit to Fiesta DC, you represent and warrant that (a) you own it or have the right to grant the license above; (b) Fiesta DC's use of it as permitted by these Terms will not infringe anyone's copyright, trademark, privacy, publicity, or other rights; and (c) you will tell Fiesta DC if it prominently features an identifiable minor or a person who asked not to be photographed.

3. Media Usage & Attribution

- You may use Your Content for news, editorial, documentary, and other non-commercial purposes without further permission. You may not use Your Content, or any Fiesta DC name, logo, or materials, for advertising, endorsements, merchandise, sponsored or paid-promotion posts, or stock-photo sales, or in any way that suggests Fiesta DC sponsors or endorses a product, service, person, or cause, without Fiesta DC's prior written permission.
- Photographs, video, and other materials provided by Fiesta DC, such as press-kit images, must be credited "Courtesy of Fiesta DC." Your own original content does not require this credit, but we appreciate a reference to Fiesta DC in captions and coverage.

4. Prohibited Activities

- You may not sell, license, or distribute media provided by Fiesta DC, or recordings of complete musical or dance performances, without Fiesta DC's prior written permission.
- Drones and other unmanned aircraft may not be operated at or over Fiesta DC unless expressly authorized in writing by Fiesta DC and all applicable government authorities. Washington, DC is within federally restricted airspace.
- You may not (a) enter stages, backstage, performer, vendor, or other restricted areas without authorization; (b) block emergency lanes, exits, or walkways; (c) interfere with performances, event operations, or the safety of performers, volunteers, or attendees; (d) harass, intimidate, or discriminate against any person; or (e) bring any item prohibited by event rules.

- You will make reasonable efforts to honor a person's request not to be photographed or recorded and will comply with applicable law when photographing or recording minors. Commercial film or video productions, as distinguished from news coverage, require a separate written agreement with Fiesta DC and any required government film permits.

5. Identity Verification & Press Eligibility

- Applicants must provide their name, the media outlet they represent, and proof of media affiliation (such as an assignment letter, outlet credential, or links to published work), and must present a valid, government-issued photo ID when picking up credentials.
- Applicants must be at least 18 years old. Applicants under 18, such as student journalists, must have these Terms signed by a parent or legal guardian.
- Fiesta DC reserves the sole discretion to determine whether an applicant will be approved for press credentials.
- Fiesta DC is not obligated to disclose the specific reasons for denying or revoking press credentials.

6. Assumption of Risk, Release & Indemnification

- You understand that covering an outdoor public festival involves risks, including crowds, weather, heat, loud sound, uneven surfaces, vehicles and equipment, and the acts of third parties, and you voluntarily assume those risks. To the fullest extent permitted by law, you release Fiesta DC, Inc. and its directors, officers, employees, volunteers, sponsors, and agents (the "Fiesta DC Parties") from any claim for loss, theft, or damage to your equipment or property, or for injury, arising from your attendance at or coverage of the event, except to the extent caused by a Fiesta DC Party's gross negligence or willful misconduct.
- You agree to defend, indemnify, and hold harmless the Fiesta DC Parties from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from (a) your conduct at the event, (b) your breach of these Terms, or (c) Your Content, including any claim that it infringes intellectual property rights, is defamatory, or invades privacy.
- You are solely responsible for your own equipment and for any insurance covering you, your equipment, and your crew. Fiesta DC may require outlets bringing crews or large equipment to provide proof of general liability insurance naming Fiesta DC as an additional insured.

7. Modifications & Termination

- Fiesta DC may update these Terms by posting the updated version or notifying applicants. Updates apply going forward, and your continued use of press credentials after notice means you accept the updated Terms.
- Violation of these terms may result in the immediate revocation of press credentials.

8. Trademark & Name Usage

- The name "Fiesta DC," along with its associated logos and branding, is the exclusive property of Fiesta DC, Inc. and may not be used in any advertising, promotional, commercial, or fundraising materials, or in any way that suggests sponsorship, affiliation, or endorsement, without Fiesta DC's prior written consent. This does not restrict factual references to Fiesta DC in news, editorial, or documentary coverage.

9. No Employment or Agency Relationship

- Nothing in this agreement creates an employment, partnership, joint venture, or agency relationship between the applicant and Fiesta DC. Press pass holders act solely in their independent capacity as media representatives.
- You may not present yourself as an employee, volunteer, or spokesperson of Fiesta DC or make statements on its behalf.

10. Right to Refuse or Revoke Credentials

- Fiesta DC reserves the right, in its sole discretion, to deny, suspend, or revoke a press credential at any time, with or without cause, and without liability to the applicant.

11. Data Privacy & Handling of Personal Information

- Personal information you submit in connection with this application will be used to review your application, verify your identity and media affiliation, administer credentials, communicate with you about the event, and protect the safety and security of the event. Fiesta DC uses reasonable administrative, technical, and physical safeguards designed to protect this information and limits access to personnel and service providers who need it for these purposes.

- Fiesta DC will not sell your personal information. Fiesta DC may share it only (a) with service providers that help run credentialing or the event, subject to confidentiality obligations; (b) with event security, venue or permit authorities, or law enforcement where reasonably necessary for safety and security; (c) as required by law or legal process; or (d) to protect the rights and safety of Fiesta DC, attendees, or others. Fiesta DC may publicly list the names of credentialed media outlets.
- Copies of identification documents, if collected, will be securely deleted within [30] days after the event. Other application information will be retained only as long as reasonably necessary for these purposes, for recordkeeping, or as required by law, and then securely deleted.

12. Limitation of Liability

- To the fullest extent permitted by law, the Fiesta DC Parties' total liability arising out of or related to these Terms or the event shall not exceed the amount, if any, paid by the applicant for the press credential. In no event shall any Fiesta DC Party be liable for indirect, incidental, special, consequential, or punitive damages.

13. Governing Law & Venue

- This agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to conflict of law principles. Any disputes arising under this agreement shall be resolved exclusively in the state or federal courts located in the District of Columbia.

14. No Waiver

- Fiesta DC's failure to enforce any provision of this agreement shall not be construed as a waiver of that provision or of any other provision.

15. Entire Agreement

- These Terms, together with the event rules, media guidelines, and permit or venue requirements referenced in Section 1, are the entire agreement between the applicant and Fiesta DC regarding press credentials and supersede all prior understandings, whether written or oral.

16. Severability

- If any provision of these Terms is found unenforceable, it will be enforced to the maximum extent permitted, and the remaining provisions will remain in full force and effect.

17. Survival

- Sections 2, 3, 4, 6, 8, 11, 12, 13, and 16 survive the end of the event and the expiration or revocation of your press credentials.

18. Authority & Electronic Acceptance

- If you apply on behalf of a media outlet, you represent that you are authorized to accept these Terms on its behalf. Accepting these Terms electronically, including by checking a box or clicking "I agree," has the same effect as a handwritten signature.

By signing below or accepting electronically, you acknowledge that you have read, understood, and agree to these Terms, including the license in Section 2 and the assumption of risk, release, and indemnification in Section 6.

Executed this ____ day of _____, 20____.

Applicant Signature: _____

Printed Name: _____

Media Outlet: _____

Email / Phone: _____

Date: _____

If Applicant is under 18, Parent/Guardian Signature: _____

Parent/Guardian Printed Name: _____