



Copyright Agreement

Must be signed by the photographer

ACCOR, société anonyme
 N° 602 036 444 RCS Nanterre
 82, rue Henri Farman
 92445 ISSY-LES-MOULINEAUX Cedex
 France

IMPORTANT INFORMATION

(1) Photo shooting date(s): _____ / _____ / _____ /

(2) Establishment where the photos were taken:

Hotel code _____

(3) Number of photos over which rights are being sold (whole shoot): _____

(4) Name of the company managing the establishment stated in (2):

Legal form and Trade and Companies Registry no.: _____

Headquarter address: _____

Postcode and country: _____

First name and last name of the General Manager: _____

Name of the person responsible for the photos being taken: _____



I, the undersigned, the photographer¹:

¹ State the name of the photographer's agency where the agency holds the rights to the photos taken by the photographer.

(5) Last name: _____

First name: _____

Born on: ____/____/____/ in: _____

Residing at (home address):

In consideration of the payment of the agreed remuneration, I assign to ACCOR SA and to the company (company mentioned in point (4)):

all the rights that I have on the pictures identified and protected by copyright under the provisions of the French Intellectual Property Code, or any other locally applicable law or international convention, for the case where said pictures would be eligible for this protection.

This sale, which is intended to promote the Accor Group and all of its brands, is exclusive, for the entire world, and for the term of the literary and artistic property rights under current and future French and foreign law and international treaties, to be used for any purposes and in particular for internal or external, advertising, marketing and/or events, whether directly or indirectly, fully or partially, at no cost or for consideration.

The rights that are sold hereby include the rights to copy said photographs and release them to the public on any medium including, in particular, any book, magazine, periodical, brochure, package, catalog, guide, agenda, display, game, postcard, photocopy, microfiche, microfilm, any form of electronic, digital or video product including, in particular, CDRom, CD-I, CD-photo, DVD, Internet, Intranet, or mobile telephony, in any type of broadcast, e.g., movie theater, broadcast television, satellite, cable operator, or TNT, any website specialising in the broadcasting of videos such as Dailymotion and YouTube, any social network such as Facebook, Twitter, Pinterest, Instagram, Weibo, Snapchat, Wechat, LinkedIn and iTunes as well as, in general, any other current or future media and using any current or future process.

Subject to the photographer's moral rights, this sale also includes the right to adapt and modify the framing or dimensions of the photographs, the right to make any changes made necessary by the transfer of the photographs to another medium, and the right to include the photographs in a multimedia work and to convert them into multimedia form.

However, this assignment does not grant the right to use the images on billboards or signs in outdoor advertising networks (subway, street furniture, etc.) which require the purchase of advertising space, and in national press campaigns which require the purchase of advertising space. Both these uses shall be subject to separate remuneration.

I also agree that the photographs sold hereby may be associated with any text or comment, provided that they are not denigrating, defamatory, tortious or, in general, insulting or pejorative.



The rights mentioned above may used (i) directly by Accor SA and/or indirectly by any company that Accor SA deems appropriate to replace it or to which it transfers the benefit hereof by, *inter alia*, sale, lease, exchange or loan; and (ii) directly by (company stated in point (4)):

I acknowledge and warrant that I am lawfully able to transfer all rights related to these photographs including, in particular, those covered by this transfer. I acknowledge and warrant that I have ensured that the purchaser obtained the prior signed authorization of all third parties included in these photographs to use photographic reproductions of their image. I hereby guarantee to Accor SA and/or (company stated in point (4)):

the peaceful enjoyment of the intellectual property rights assigned under this Convention. This warranty shall remain in effect for the duration of the rights relating to the Creations.

I also acknowledge that Accor SA is the exclusive owner of the brands that I have been required to photograph. As a result, I warrant that I will not make any use in the future, for any reason whatsoever, of the image of said trademarks.

This authorization also binds my heirs, successors and assigns.

This agreement expresses all the undertakings made by the parties and supersedes all previous deeds, contracts or agreements between the parties relating to the purpose mentioned in the preamble to this document.

It is also agreed that in the event of any inconsistency between the terms of this agreement and any provisions that predated its signature in any document (invoices etc.), the stipulations of this agreement shall prevail.

The interpretation and performance of this authorization are subject to French law. In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to submit the matter to mediation proceedings under the rules of mediation of the Centre de Médiation et d'Arbitrage of Paris. If the dispute has not been settled pursuant to the said mediation, any dispute that may arise between the parties regarding the formation, performance or interpretation of this agreement shall be resolved solely before the courts within the jurisdiction of the Paris District Court, France.

Signed in: _____

on: ___/___/_____

Name of the Photographer stated at point (5): _____

Signature of the Photographer:

Information concerning you is processed by ACCOR SA for the management of this copyright transfer. This data processing is necessary to enable us to perform this transfer. Your data are intended for authorised personnel in charge of managing this transfer and will be kept for the duration of the transfer. To exercise your rights, please write to the address below. You may also contact Accor Data Protection Officer by writing to accorhotel.dpo@accor.com or lodge a complaint with a supervisory authority.