



License of Unlimited Usage Rights for Photography

Hotel Name: Fairfield By Marriott Phnom Penh **Shoot Date(s):** 05/May/2024
Property/MARSHA Code: Phnom Penh, Cambodia / PN **Studio Phone Number:** +85569227907
Studio/Photographer Name: Luke Ding **Email Address:** luke.dls@gmail.com

The owner of the copyright in the photographic image(s) created during the session identified above and identified in the attachment to this document (together, the "Works") represents and warrants that:

- (1) The Photographer is the sole creator of the Works;
- (2) The sole author and owner of the copyright in the Works is (check applicable):
☐ the Studio (if the Photographer is an employee of the Studio); or
☒ the Photographer (if the Photographer is not employed by a studio); and
- (3) The use of the Works by Marriott International, Inc., its affiliates (including any person or company directly or indirectly controlling or controlled by Marriott International, Inc.), the hotel owner and, if the hotel is franchised, the hotel franchisee (collectively, "Marriott") and their sublicensees to use the Works will not violate the rights of any third party.

In exchange for payment, the sufficiency and receipt of which is acknowledged, the owner of the copyright in the Works grants to Marriott a unlimited, perpetual, exclusive, irrevocable worldwide license to distribute, publicly display, alter, edit, retouch and create derivative works of the Works in all media now known or hereafter developed and to sublicense the foregoing rights to third parties; provided, however, that Marriott may not resell the Works for profit. Neither the Studio nor the Photographer will license (with or without compensation) the Works to anyone else or use the Works for any purpose other than the Photographer's personal portfolio.

No further permission is required for Marriott and its designees to reproduce or otherwise use the Works for any purpose in any medium, without credit or attribution or Copyright Management Information, including without limitation, the following examples:

- for marketing materials, advertising and promotions in all channels and at all levels (including digital and online directories, electronic media/brochures, video, print, brochures, publications, newsletters, guides, direct mail, point-of-sale and vehicle graphics).
- for all digital formats, media, and social media sites such as YouTube (including display graphics for television, or other display at any location or channel such as hotel properties, trade shows and airport dioramas).
- for all Internet and Intranet sites, whether owned or controlled by Marriott or by its affiliates and franchisees, or by unrelated third parties including without limitation Online Travel Agencies such as expedia.com or hotels.com.
- for prints, file replication and framed photographs.

In the event of a conflict between the terms of this document and the terms of any other document, the terms of this document shall prevail. The person signing below represents and warrants that he/she is authorized to execute this letter on behalf of the owner of the copyright in the Works (the Photographer or Studio, as indicated above).

Signature: 
 Date: 05/May/2024

Print Name: Luke Ding
 Title: Photographer

A copy or list (e.g., contact sheet) of all Work(s) must accompany this letter. This letter must be signed and dated by the owner of the copyright in the Works (the Photographer or Studio, as indicated above). 22-August-2022

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION. The contents of this material are confidential and proprietary to Marriott International, Inc. and may not be reproduced, disclosed, distributed, or used without the express permission of an authorized representative of Marriott. Any other use is expressly prohibited.