

Terms & Conditions for the 360CityGuide & Expedia Project 2011-2012
360WorldGuide AB
October 2011

1. The 360CityGuide project allows any company in selected cities and destinations access to the production of 360-images at highly reduced prices, normally available only to very large clients.
 - a. Only selected partners will be featured on 360CityGuide but any company can order a production for use on their own website or Expedia while we have photographers at location.
 - b. Photographers will normally return to each city or destination 4-6 times per year, depending on the city size and how active the city is.
2. Submitted orders are not legally binding until confirmed by us.
 - a. We can confirm the orders as soon as we have a minimum of 5 orders that can be produced at the same time.
 - b. Our project management team will contact each client to coordinate the photo shoots and agree about a production date. As soon as this date is confirmed the order is legally binding and can not be cancelled.
3. We charge a 50% deposit of the order sum at confirmation date and the remaining 50% at shipment date.
 - a. No deposit will be refunded after the production date is confirmed.
 - b. Shipment is performed via online service, usually DropBox if no other agreements have been made.
 - c. Shipment date is the date of loading image files to the online service and e-mail with download link is sent to appointed contact person.
 - d. The 360-images will be shipped in several different formats to suit most common standards.
 - e. High resolution still images will be shipped in jpeg.
4. The costs below is "all inclusive" and includes everything except VAT and local taxes, such as project management, photography, post production, travel costs, all production equipment, special software, web design, webhosting, insurance and all salary costs for our staff. The cost per 360-image if purchased via this project is less than 50% of our standard list price.
 - a. The basic minimum package includes 6 (six) 360-images at € 1,600 Euros.
 - b. Extra images ordered at the same time is charged € 220 Euros each.
 - c. Extra images can be a mix of 360-images and high resolution still images as the charge is the same.
 - d. All images are produced in HDR, high dynamic range, wherever suitable at no extra charge. This is done by multiple exposures digitally merged and enables an outside view of a window that normally would be overexposed.
 - e. If a client production should not be possible to coordinate at a suitable time, the client has the option to go ahead with an individual production and pay for airfare and travel costs.
 - f. Properties far away from a city centre will be asked to arrange and pay for transportation, if the distance is over 50 km or over 1 hour transportation with taxi.
 - g. 360-images are labelled 360WorldGuide in the bottom sphere to indicate our immaterial legal rights.

5. Our web design format 360Show will be used to highlight all featured partners on 360CityGuide, at no charge except for a performance based fee.
 - a. All ordered 360-images will be loaded on the 360Show, optimized for all major web browsers, including iPad/iPhone and Android devices.
 - b. 360-images that are suitable to link will be linked together.
 - c. Produced still images will also be loaded. Already available still images can also be loaded under condition that the quality and that all legal rights are OK.
 - d. Already produced video can be loaded to the 360Show under condition that the quality is good and the format as well as all legal rights is OK. We can also produce new video at the same time as the property is prepared for photography.
 - e. 360Show is a web hosted service and anyone can use a link to the free version.
 - f. No annual fee.
 - g. Performance based fees.
 - i. For hotels we use our partner Expedia who pays us for all bookings generated.
 - ii. If a hotel prefers bookings via their own website we can use an affiliate program, if available, or set up a click trace system and charge per click.
 - iii. For other partners we measure the number of clicks to their own website and make individual arrangements.
6. 360Show can also be ordered in 2 commercial versions without performance based fee.
 - a. 360Show/Enhanced Edition is the same as above but with booking links to client website instead of booking links to our website.
 - i. The special price for Enhanced Edition in this project is € 2,000 Euros.
 - ii. Enhanced Edition is also suitable for clients that are not featured on 360CityGuide.
 - b. 360Show/Basic Edition has the same functions as above but loaded only with the basic package of six 360-images and no links to any booking website. This is suitable for use on City Tourist & Convention Bureau websites.
 - i. The special price for Basic Edition in this project is € 1,000 Euros.
 - c. Annual fee for the 360Show is € 400 Euros. This annual fee is charged in advance and is for the web hosting service and administration. Includes up to 4 hours updates and changes per year.
 - d. The annual fee will be charged once per year and will be automatically renewed unless terminated. The contract must be terminated 1 month before new period commence. An invoice with 60 days payment terms will be issued 2 months before the new period. This will act as a reminder and allow for adequate time to consider termination or to continue with the service.
7. The legal rights to all produced images belong to 360WorldGuide but clients can use all images, forever and wherever, after full payment at no extra charge.

8. Our 360-images are approved by Expedia and all ordered and paid 360-images will be automatically loaded in the appropriate Expedia format on the Expedia website for hotels that are an active ESR partner.
 - a. Expedia have the right to remove any images on their own website at their own discretion.
 - b. The client should indicate on the shoot list what 360-images to be posted on Expedia as they generally only post images of rooms that are made available in their booking system. Images from presidential suites or royal suites is highly useful on clients own website but will probably not be used on Expedia unless these suites are loaded.
9. All prices are without VAT or local taxes, VAT will be added if applicable.
10. Payment terms are 10 days from date of invoice.
 - a. Invoice will be sent digitally via e-mail.
11. The hotel will provide free accommodation, full comp, including F & B (normal consumption) and free Internet access for a minimum of 2 days for 1-2 persons, depending on the number of images ordered.
 - a. Clients that are not hotels will provide F & B and Internet access
12. The client will be responsible for the preparation of every room to be produced according to the "shoot list".
 - a. The room must be prepared and ready for the photographer as they are instructed not to change anything in a room.
 - b. A shoot list template is available via 360WorldGuide. The shoot list must be sent to our project management team before the arrival of the photographer.
 - c. The allocated time per ordered image is max 30 minutes. Expect a maximum of 16 images per day when preparing the shoot list.
 - d. Photography is performed between normal working hours, 7 am to 6 pm but is limited to time allocated. Any plans for photography deviating from this must be agreed by the photographer or our project management team.
13. No models are allowed and client staff and guests are to be avoided in the images.
 - a. Staff and guests can be visible in a distance but will not be recognizable.
 - b. All photography is done in natural light and no special lights are needed.

360CityGuide Productions Terms & Conditions
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