



2020 Ultimate Scramble Championship Video Contest Submission Agreement

You must enter into this Agreement if you want to submit digital images or other content to Rodeo Austin.

This is a legal contract ("the Agreement") between you and Rodeo Austin.

By submitting any image or video file to Rodeo Austin or any of Rodeo Austin's various marketing and social media channels you indicate your agreement to all of the following terms and conditions.

As used in this Agreement, "we" or "Rodeo Austin" means Rodeo Austin, and "you" means the individual or entity submitting materials to Rodeo Austin. Any individual or entity that wants to submit content to Rodeo Austin must accept the terms of this Agreement without change.

1. **Eligibility.** You may only submit Materials to Rodeo Austin for which you hold all intellectual property rights. In other words, if you submit a digital image to us, you must own all rights to such image or you must have the authorization of the person who does own those rights. The Service is limited to parties that lawfully can enter into and form contracts under applicable law. Minors may not submit Materials to Rodeo Austin.
2. **Definitions.** As used in this Agreement, (a) "Affiliates" means any entity controlled by, in control of, or under common control with Rodeo Austin, (b) "Materials" means all content that you submit to Rodeo Austin, including all photographs, illustrations, graphics and text, and (c) "Media" means any means of conveying information, whether now known or hereafter devised.
3. **Ownership.** You hereby certify that you own all rights in any image or other file that you upload to this website (the "Files") or email to any email address owned by Rodeo Austin (or any email address ending with "@rodeoaustin.com"). You agree to indemnify Rodeo Austin and its officers and employees against any claims, damages or any other costs whatsoever related to any claim of copyright infringement related to the Files.
4. **Use of the Files.** You acknowledge and agree that Rodeo Austin may use these images in internal and external marketing materials and on Rodeo Austin's social media channels and partner media channels. Rodeo Austin cannot guarantee that anyone who shares the Image or Video files will comply with Rodeo Austin's terms. Rodeo Austin accepts no responsibility for ensuring such compliance and accepts no liability for any failure to comply.
5. **Disclaimer of Liability.** Rodeo Austin accepts no liability whatsoever for any loss, expense, cost, or claim; or for any direct, indirect or consequential damages that may arise in connection with your submission to this website or your submission of Files.
6. **License Grant for Materials.** You hereby grant to Rodeo Austin and its Affiliates a worldwide, nonexclusive, royalty-free, perpetual right and license to (a) reproduce, distribute, transmit, publicly perform and publicly display the Materials, in whole or in part, in any manner and Media, (b) modify, adapt, translate and create derivative works from the

Materials, in whole or in part, in any manner and Media, and (c) sublicense the foregoing rights, in whole or in part, to any third party, with or without a fee.

7. **License for Name, Trademarks and Likenesses.** You hereby grant to Rodeo Austin, its Affiliates and sublicensees a nonexclusive, worldwide, royalty-free license to use all trademarks, trade names, and the names and likenesses of any individuals that appear in the Materials. You grant Rodeo Austin, its Affiliates and sublicensees the right to use the name that you submit in connection with the Materials.
8. **Communications.** Rodeo Austin and its Affiliates may communicate with you in connection with the Service, electronically and in other Media, and you consent to such communications regardless of any "Customer Communication Preferences" (or similar preferences or requests) you may have indicated on the web sites of Rodeo Austin or its Affiliates or by any other means.
9. **Changes to Agreement.** We reserve the right to change any of the terms of this Agreement or any Specifications or Guidelines governing the Service at any time in our sole discretion.
10. **Entire Agreement.** This page contains the entire agreement relating to your uploading of the Files.

Waiver/Release Form Consent *

I give my full permission for the use of my name, picture, image, likeness, actions, voice, or other personally identifiable information, in whole or in part, individually or in conjunction with other images, as part of a video submission for the "2020 Ultimate Scramble Championship" Video Contest. I waive all rights of privacy or compensation, which I may have in connection with such use of my name, picture, image, likeness, actions, voice, or other personally identifiable information. I understand that if any prize is awarded for the video in which I appear, it will be awarded to the person who submits the video as his/her creation. I grant Rodeo Austin the irrevocable and unrestricted right to use my video submission across all applicable media formats, including composite or altered representations, for promotional purposes. I have read this release and am fully familiar with its contents.

Parental/Guardian Consent: *

I am the parent/legal guardian of the minor named and have the legal authority to execute a waiver and release on his or her behalf as stated above.

EXHIBITOR SIGNATURE DATE

PARENT OR GUARDIAN SIGNATURE DATE