## TERMS & CONDITIONS OF PHOTO SUBMISSION

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- 1. You must be at least eighteen (18) years of age and the age of majority in your state of residence. You must be the parent or legal guardian of any minor who appears in your Submission.
- 2. You represent that all persons depicted in the submitted material have given their consent to have the material submitted to DAE and have agreed to be bound by these Terms & Conditions.
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- 6. You acknowledge and agree that the Releasees will be entitled to retain any and all revenue generated from any sales, licenses, assignments, and other transfers of the rights granted by you hereunder, as well as any and all revenue generated by the display of any advertising, publicity, promotional materials, or distribution rights in connection with your Submission.
- 7. Your Submission should be original and not infringe on any third-party rights, including without limitation, copyright, trademark, or patent, or create claims for idea misappropriation or breach of contract.
- 8. You represent and warrant that you own, hold or control all rights to each Submission you submit and each element of each Submission you submit and the right to grant all of the rights, licenses, privileges, authorizations, permissions, approvals and consents to DAE as described in these Terms and Conditions. If you do not exclusively own, hold or control all of these rights, you must have all necessary authorizations, permissions, approvals, consents, rights and licenses from the

- owner(s), holder(s) or licensee(s) to perform and comply with all of your obligations under these Terms and Conditions.
- 9. You understand that there will be no payment for your Submission or the use of your Submission and that no industry custom or practice applies to your agreement under this Section 9.
- 10. You agree DAE is relying on your representations contained in these Terms & Conditions and agree to release, indemnify and hold harmless the Releasees from and against any and all claims, damages, liabilities, costs and expenses arising out of your Submission or any breach of any of your representations, warranties or covenants contained herein.
- 11. You agree to our website's <u>Terms of Use</u> and further agree that any personal information supplied by you through your Submission will be subject to our <u>Privacy Policy</u>.
- 12. You agree that these Terms and Conditions shall be governed by and interpreted in accordance with the laws of the state of New Jersey. Venue for any disputes arising hereunder shall be the state and federal courts in Essex County, New Jersey. Limitations and exclusions included herein are intended to be only as broad and inclusive as permitted by the laws of the State of New Jersey. In the event that any clause or provision of these Terms and Conditions shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of these Terms and Conditions which shall continue to be enforceable.

## **Photo Submission Guidelines:**

DAE reserves the right in its sole discretion to disqualify any entry that it believes does not comply with these Terms and Conditions or falls into any of the below categories:

- 1. Contains sexually explicit or suggestive material, depictions of violence or is derogatory towards any ethnicity, race, gender, or religion;
- 2. Promotes alcohol, illegal drugs, tobacco and/or weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- 3. Is obscene or generally offensive, or which endorses any form of hate or hate group;
- 4. Defames, misrepresents or contains disparaging remarks about other people, products and/or companies;
- 5. Contains trademarks, logos or trade dress owned by others; advertises or promotes any brand or product of any kind; or contains personal information such as license plate numbers, personal names, email addresses or street addresses;
- 6. Contains copyrighted materials owned by others, such as photographs, sculptures, paintings or images published on websites, television, movies or other media; or
- 7. Communicates messages or images inconsistent with the positive images and/or goodwill with which DAE wishes to associate.