

## **ENTRY VIDEO RELEASE AGREEMENT**

### **TERMS AND CONDITIONS**

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you (the "Contestant") hereby grant to University Kia (the "Dealership") the absolute and irrevocable right to use, modify, publish, publicly display and copy the photograph(s), the film and/or the submission video (collectively, the "Entry") that , in whole or in part, with or without personal identification, for illustration, trade, advertising, marketing and promotion of Dealership and Dealership's products in any medium now known or hereafter devised.

2. Contestant hereby releases and discharges Dealership, its owners, officers, employees, agents, assigns and designees (including any agency, client, broadcaster, designer, periodical or other publication) from any and all claims and demands arising out of or in connection with the use of such Contestant Entry, including but not limited to, any claims for copyright infringement, defamation, invasion of privacy or right of publicity.

3. Contestant hereby acknowledges and agrees that he or she is not acting as an employee, agent or in any other capacity for or on behalf of Dealership and that he or she is not entitled to any additional cash or other compensation from Dealership, its officers or executives or its employees or any third party for the rights granted herein.

5. Contestant warrants and represents that he or she is or will be the subject of the photographic images, the film or video and the Entry and he or she has full authority to convey these rights.

6. Contestant hereby grants, conveys and assigns to Dealership the perpetual, unrestricted and royalty-free right to use the Entry, or any portion thereof, Contestant's name, likeness, photograph, approved biographical materials, approved endorsement and any and all other information in the Entry in, *inter alia*: any and all television spots, radio spots, Internet spots (including on YouTube and other streaming services), pre-roll spots, voice over spots, news stories, any and all other broadcasts of any kind whatsoever, on all online/digital media (including Dealership's website), social media and any and all other audio-visual commercial advertising and marketing materials created on any and all other platforms or media now known or hereafter devised, and in any and all print advertising and marketing materials, including, but not limited to, any and all cooperative advertising and retail tie-in promotions, point-of-sale material, commercial material packaging and internal sales and marketing pieces, and any and all other print rights or other advertising and marketing materials Dealership produces and/or commissions in association with the Contest, the Entry or for the promotion thereof.

7. Contestant hereby warrants and represents that (i) he or she is an unsigned performer and that he or she has not signed an agreement prohibiting the use of their images or likenesses with any other company or person; (ii) the Release granted above will not violate the rights of any third party; and (iii) that Contestant is at least eighteen (18) years of age and has a valid email address. Contestant agrees to defend, indemnify and hold harmless Dealership, its owners, officers, employees, agents, parents, subsidiaries and related companies and their assigns

against any claim arising out of or relating to this Agreement, Dealership's use of photos, film or video of Contestant.

9. This Release shall be governed by North Carolina law. This Release sets forth the entire understanding as to the subject matter of the Release and supersedes any and all other prior proposals, discussions or agreements with respect to such subject matter. This Release will be binding upon all parties and their legal successors.