

## **PIT+PADDOCK CREATOR CONTEST SUBMISSION AGREEMENT**

Pit+Paddock is excited you are interested in sharing your footage with us. Please read carefully the terms and conditions that follow. This Pit+Paddock Creator Contest Submission Agreement (the "Agreement") is a binding agreement between you ("You") and Pit+Paddock ("Pit+Paddock").

BY UPLOADING YOUR CONTENT WITH #PITPADCONTEST, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT UPLOAD YOUR CONTENT WITH #PITPADCONTEST.

Employees of Pit+Paddock, Pit+Paddock's parent company, affiliates, subsidiaries, individuals or entities contractually obligated to provide content to Pit+Paddock are not eligible to receive any compensation pursuant to this Agreement.

You represent and warrant that You own or have the right to license to Pit+Paddock pursuant to the terms herein all the video or audio visual content, footage and photographs filmed, captured and/or recorded at Cars+Coffee: Sunday Edition, including any rights to the music contained therein, including the right to exploit any master recordings and underlying musical compositions as synchronized to the user generated content and the public performance rights for such user generated content and submitted by You to Pit+Paddock through any delivery means prescribed by Pit+Paddock (together, the "UGC").

Pit+Paddock wishes to license and You desire to grant Pit+Paddock a license to include, exhibit, display, reproduce or distribute the UGC for any and all purposes, including commercial purposes, and including but not limited to the marketing, promoting and advertising of the Pit+Paddock brand, products and services, testing of technologies, monetization of content through advertising, subscription, licensing and other means. Such a license further includes, among other things, the right for Pit+Paddock to incorporate the UGC in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of Pit+Paddock or its licensees to create what is referred to herein as the "Pit+Paddock Creator Contest Materials."

This Agreement also governs Pit+Paddock's use of the name, nickname, likeness, rights of publicity, voice, live or recorded performance, autograph, photographs and biographical information of You or any third parties ("Appearances") as included in the UGC. You represent and warrant that You have obtained the appropriate licenses, permissions, and/or releases from all people that recognizably appear in the Content, including the real names, nicknames, likenesses, voices, live or recorded performances, autographs, photographs and biographical information of such third party individuals, and the owner of any music, images, video, audio,

photos, text, or other material embedded within the UGC. If your UGC contains photographs or digital or video images that depict a child that is under the age of majority in their state of residence, You represent that You have written permission from the minor's parent or guardian to provide the photo, digital, or video image for commercial use.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

**LICENSE GRANT.** Submitting UGC means that You hereby grant to Pit+Paddock with a right to sublicense for commercial use, a perpetual, worldwide, unlimited, irrevocable, transferable, assignable, royalty-free, fully-paid license for Pit+Paddock to use that UGC and Your Appearances or other identifying information in connection with Your UGC, and the right to record, copy, publicly perform, broadcast, exhibit, transmit, distribute create derivative works and otherwise exploit any master recordings and underlying musical compositions as synchronized to the UGC and provide the public performance rights for such UGC, for any purpose, including but not limited to any commercial advertising, in any manner or media now or later developed, including, without limitation, the rights enumerated below:

(a) to reproduce, modify, display and prepare derivative works, publicly perform, publicly display, distribute, broadcast, transmit and otherwise use the UGC, in whole or in part, whether or not within or in connection with the Pit+Paddock Creator Contest Materials, for any purpose, in any and all media now known or hereafter created, including, but not limited to, the following (collectively, the "Licensed Uses"):

**Online / Mobile:** All forms of transmission over the Internet, mobile carrier networks, satellite networks or other method of connectivity (as defined below), including, without limitation, all forms of streaming technologies and downloads accessible on or through any and all websites, applications, gaming and/or media platforms, social media services and/or other offerings made available by the Pit+Paddock Creator Contest (collectively, "Online Media");

**PR / Industrial / Retail:** All public relations, media outreach and/or industrial uses, including, without limitation, the exhibition, performance and other use of the Content and Appearances at retail establishments (e.g., "point-of-sale" and "point-of-purchase" displays), kiosks, trade shows, conventions, sales and/or marketing meetings and other industrial and/or promotional events;

**Print Media:** The display and other use of Pit+Paddock Creator Contest Materials in and in connection with all forms of print media, including, without limitation, catalogues, newspaper and magazine articles, editorials, advertising and circulars, merchandise packaging and product manuals;

**Out-Of-Home / Transit / Events:** The exhibition, display, performance and other use of the Content and Appearances via all forms of out-of-home advertising (including, without limitation, on billboards, "bus wrappers" and in other public places), in public or private transportation (including, without limitation, airline flights, trains, subway cars, buses, taxis, limousines and "ride-sharing" services) and at public events (including, without limitation, on electronic billboards and video displays at those public events);

**Television:** All forms of television media, whether linear or on-demand (including, without limitation, all forms of local, regional and network broadcast, pay, cable, satellite and internet protocol television);

Commercials: by means of Online Media, radio and Television in audiovisual works as commercial(s), produced by the Pit+Paddock;

Internal Usage: internal usage for testing and system improvements by Pit+Paddock and companies in the Pit+Paddock Network and

Other Uses: Any other exhibition, display, performance, communication to the public, distribution, exploitation or other use of the Content and/or Appearances not set forth above.

(b) to the extent that You or any third party recognizably appear in the Content, to use the Appearances, in or in connection with the Content or the Pit+Paddock Creator Contest Materials, in any and all media now known or hereafter created, including, but not limited, for the Licensed Uses for any purpose and as necessary to exercise the rights granted in these Terms. Subject to applicable laws, You waive any moral and privacy rights that You or Your licensors may have in any UGC.

**USE OF YOUR UGC.** Submission of Content to Pit+Paddock is not a guarantee that Pit+Paddock will publish or otherwise use the Content. For clarity, as part of the Licensed Uses, Pit+Paddock may use Your Content, in whole or in part or as part of the Pit+Paddock Creator Contest Materials without any further approval by You.

**OWNERSHIP.** Pit+Paddock acknowledges and agrees that You retain all right, title and interest in and to the UGC and Appearances, including all intellectual property rights, rights of publicity or privacy and moral rights therein, other than those rights granted herein. You acknowledge and agree that Pit+Paddock shall acquire all right, title and interest in the derivative works of the UGC that are contained as part of the Pit+Paddock Creator Contest Materials.

**PAYMENT TERMS.** Prizes provided to You under this Agreement (if any) will be treated as royalty payment and payable within thirty (30) days of Pit+Paddock's receipt of Your details to send Your Prize for the Content as requested by Pit+Paddock or Pit+Paddock's third party vendor. The Prize for this contest will be payed out via \$260 gift card, that's redeemable on <https://www.bhphotovideo.com/> for the Adobe subscription of the Submitter's choice.

**WARRANTIES.** You represent and warrant that: (i) You have all rights and licenses necessary to grant to Pit+Paddock the rights granted in the UGC and Appearances, including but not limited to rights to synchronize any master recording and or composition used to video , images, video, audio, photos, text, or other material embedded within the UGC, and You will pay any and all third parties who may be entitled to a royalty or fee (including public performance organizations) arising from the Licensed Use of any composition or master recording embedded within the UGC; (ii) to the extent any Third-Parties are visible in the UGC, You have obtained express consent from the Third-Parties to submit their likeness; (iii) Pit+Paddock's use or sublicense of the UGC, Appearances, or Third-Party Materials as contemplated by this Agreement will not infringe, misappropriate or violate a third party's intellectual property rights, rights of publicity or privacy, moral rights or any applicable law or regulation; (iv) Your agreement to the terms and conditions of this Agreement will not violate or conflict with any obligations owed by You to a third party; and (v) you will comply with all laws, rules and regulations applicable to this Agreement.

INDEMNITY. You will indemnify, defend and hold Pit+Paddock harmless from and against any and all claims, demands, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) breach of any of Your representations and warranties in this Agreement; (b) any third party claim that the UGC or Appearances, or Pit+Paddock's use thereof, infringe, misappropriate or violate such third party's intellectual property or other third party rights and (c) any third party claim that is based on any act or omission of You that results in personal injury, death, property damage or the violation of any law, ordinance or regulation.

LIMITATION OF LIABILITY. IN NO EVENT WILL PIT+PADDOCK BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE THEORY OF LIABILITY, ARISING FROM OR RELATED TO THIS AGREEMENT OR PIT+PADDOCK'S USE OF THE CONTENT AND APPEARANCES, EVEN IF PIT+PADDOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PIT+PADDOCK'S TOTAL, CUMULATIVE LIABILITY TO YOU ARISING FROM OR IN RELATION TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID BY PIT+PADDOCK, TO YOU PURSUANT TO THIS AGREEMENT. Notwithstanding the provisions of this Section 8, nothing in this Agreement excludes or limits or purports to exclude or limit the liability of either party for: (a) death or personal injury resulting from negligence; (b) any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; or (c) for any liability which cannot be excluded or limited by applicable law.

GENERAL. This This Agreement will be governed by and construed in accordance with the laws of the State of Pennsylvania, excluding that body of law known as conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Eastern District of Pennsylvania and the parties irrevocably consent to the personal jurisdiction and venue therein. You may not assign or transfer this Agreement without Pit+Paddock's prior written consent, and any attempt to do so will be void. Pit+Paddock may freely assign this Agreement. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of this Agreement will be effective only if in writing and signed by both parties. If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement of the parties regarding its subject matter, and supersedes all prior understandings and agreements between the parties regarding its subject matter. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, or agency between the parties.

## **PIT+PADDOCK CREATOR CONTEST ADDITIONAL TERMS**

BY PARTICIPATING, SUBMITTER ACKNOWLEDGES THAT THEY PARTICIPATE AT THEIR OWN RISK AND THAT PIT+PADDOCK IS NOT RESPONSIBLE FOR ANY PHYSICAL HARM OR DEATH THAT MAY BEFALL ANY SUBMITTER AS A RESULT OF PARTICIPATION IN THIS CHALLENGE. SUBMITTER SHOULD NOT EXPOSE THEMSELVES OR OTHERS TO ANY DANGEROUS, HARMFUL OR ILLEGAL BEHAVIOR OR ACTIVITY AT ANY TIME DURING THIS CHALLENGE. SUBMITTER AGREES TO ABIDE BY ALL APPLICABLE LAWS.

**Timing:**

The Pit+Paddock Creator Contest begins Saturday, April 6th at 9 AM Eastern Standard Time (EST) and ends Sunday, April 14th at 11:59 PM EST. By submitting a Clip (as defined below), each Submitter agrees to these Pit+Paddock Creator Contest Additional Terms (the “Additional Terms”) and the Pit+Paddock Creator Contest Content Submission Agreement.

**Who May Enter:**

All of the attendees of Cars+Coffee: Sunday Edition are eligible for the Pit+Paddock Creator Contest under the Pit+Paddock Creator Contest Content Submission Agreement and Conditions and posted content from Cars+Coffee: Sunday Edition in coordination with the following Pit+Paddock Creator Contest rules (“Rules”);

1. Submitter must collaborate the post with @pitandpaddock
2. Submitter must be following @pitandpaddock
3. Submitter must use the hashtag #pitpadcontest
4. No paid promotion
5. Only 1 entry per person
6. There must be no additional collaborators other than @pitandpaddock

Submission of content constitutes a Submitter’s certification that they meet the eligibility requirements set forth in these Additional Terms and the Pit+Paddock Creator Contest Content Submission Agreement. Pit+Paddock reserves the right to verify eligibility of any potential Pit+Paddock Creator Contest Prize recipient. Receiving a share of the Prize is contingent upon fulfilling all requirements set forth herein. All shares of the Prize will be given to Submitters only, and the Submitter shall be the individual whose Instagram account was used to post the content. Each video may only have one (1) Submitter. Individuals appearing in videos are not eligible for a share of the Prize unless they are also the Submitter of the Content.

The Pit+Paddock Creator Contest is void where prohibited or restricted by law. Pit+Paddock reserves the right to cancel the Pit+Paddock Creator Contest or modify these Additional Terms at its discretion. Pit+Paddock’s decisions will be final.

**Submission Criteria:**

All submissions must be raw, or edited photo/video content (“Content”) shot by the Submitter at Cars+Coffee: Sunday Edition.

All Content must comply with the Pit+Paddock Creator Contest Content Submission Agreement. For Content in which a person is recognizable, to be eligible for a portion of the Prize payments you will be required to provide to Pit+Paddock a model release from the subject or, in the case of a minor, both of the subject’s parents or guardians prior to receiving a Prize. Content that violate or infringe upon another person’s intellectual property rights are not eligible.

**How to Submit:**

To submit Content, navigate to Instagram, located at <https://www.instagram.com/> during the Contest period. All submissions are subject to these Additional Terms and the Pit+Paddock Creator Contest Terms and Conditions. To be eligible for a share of the Prize, all Content must be shot at Pit+Paddock Creator Contest. By submitting Content and following the Rules above, Submitters agree to these Additional Terms, and the Pit+Paddock Creator Contest Terms and Conditions applicable to that program, including the license agreement contained therein.

**Selection of Prize Recipients:**

The Prize winners of the Pit+Paddock Creator Contest will be selected in combination of Popular Vote (Likes) wherein “Popular Vote” is defined as the quantitative Likes on the Submitter’s Content and the Pit+Paddock employees’ vote. To determine the Prize winners, Pit+Paddock will consider creativity, originality, production quality, and entertainment value. Submitters agree to be bound by Pit+Paddock’s decisions, which are final and binding on all matters related to the Pit+Paddock Creator Contest. Recipients of a share of the Prize will be notified 7 days after the Pit+Paddock Creator Contest ends on Sunday, April 14th at 11:59 PM.