

Pure Michigan Promise Video Challenge Release / Waiver

Official Rules

By submitting your video, you are constituting your acceptance of these official rules and criteria. These rules and criteria are for a binding agreement between you and the Michigan Travel Commission and Travel Michigan, through the Michigan Economic Development Corporation, (collectively, the “Sponsors”) with respect to the challenge.

Your video submission must be original and of your own creation. Any submission that, in Sponsor’s sole discretion is (i) obscene, profane, lewd, or defamatory, (ii) does not meet the requirements outlined in these rules and criteria, (iii) is objectionable, or (iv) is not in keeping with Sponsor’s image, may not be considered. All video submissions become the property of Sponsors upon submission and will not be acknowledged or returned. You represent and warrant that the submission does not violate the intellectual property or proprietary rights of other parties.

By submitting a video for this challenge, you hereby grant Sponsors and its affiliates, successors, assigns, licensees, sub-licensees, agents and partners an irrevocable, worldwide, royalty-free, unrestricted, perpetual sub-licensable (through multiple tiers) and transferable right and license to use, copy, transmit, publish, or otherwise distribute, modify, create derivative works based upon, incorporate other works, publicly perform and display the submission or any portion thereof, in and through any medium, whether now known or hereafter created for any and all lawful purposes.

Sponsors, in their sole discretion, reserve the right at any time not to post, use, or to remove any submission. Decisions of the Sponsor will be final.

If any facility or property is shown in the submitted video that is not in the public domain, a written permission to use the facility or property must be obtained by the entrant and provided to the Sponsor. Each person in a submitted video must also sign a release and waiver consenting to the use of their likeness without compensation and provided to the Sponsor.

These rules and criteria are governed by the law of the State of Michigan, excluding rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this challenge must be brought in the state or federal courts located in Michigan with jurisdiction where the Sponsor resides.

Release and Waiver

In consideration for the opportunity to submit my video to participate in the Pure Michigan Promise Video Challenge being sponsored by the Michigan Travel Commission and Travel Michigan, through the Michigan Economic Development Corporation, and for other good and valuable consideration, I irrevocably give the Sponsors and their agents and contractors the right and permission to use, copy, alter, distribute, publish, broadcast, and display the video that I have submitted; photographs and images of me that I have provided or that they will create; my voice and likeness; my name; the city, state, or province in which I live; the name and location of the organization for who I work and other

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information and material included in my entry, on Travel Michigan's website, elsewhere on the Internet, in advertising and promotional materials, and in any other medium or format for any purpose related to the Pure Michigan Promise Video Challenge.

I acknowledge and agree that if I am selected as a finalist for the Pure Michigan Promise Video Challenge, the Sponsors may post the video on the Internet and show the video at venues such as, but not limited to, Travel Commission meetings and the Governor's Conference on Tourism.

I waive any right to royalties or other payment for the use of my video and I also waive the right to inspect or approve the Sponsor's use of the video and other materials that the Sponsors may use with the video.

I attest that there is no copyrighted material in my video.

I release and waive and agree to indemnify, defend, and hold the Sponsors, their Board of Directors, employees, agents, and contractors harmless from any claims, injuries, loss, expenses or damages and/or liabilities resulting from their use of the video without limitation and I agree not to bring any such claims against the released parties at any time in the future. This includes, but is not limited to, claims for violation of publicity rights and privacy rights, claims based on moral rights, claims for intrusion, claims for defamation, claims for fraud, claims for infliction of emotional distress, and claims for copyright or other intellectual property infringement, whether those claims may be based on statutes or the common law.

I represent and warrant to the Sponsors that: The video is my original work. I have not granted anyone else any rights to use, distribute, publish, broadcast, or display the video. I have the full right and authority to execute this Release and Waiver. I am at least 18 years of age and have all rights necessary to grant the rights, waivers, and releases granted in this Release and Waiver. I have read this Release and Waiver, and the official rules and criteria, and I fully understand it. All statements and information included in my entry and any other statements and information that I provided to or will provide to the Sponsors are true and complete.

PRINT YOUR NAME:

PRINT THE NAME OF YOUR
ORGANIZATION:

PRINT THE TITLE OF YOUR VIDEO:

SIGNATURE (electronic is acceptable):

DATE: