

## Submission Terms

NBCUniversal Owned Television Stations, a division of NBCUniversal Media, LLC (“NBCOTS”), invites you to join in the fun with “Brag On Your Grad” (the “Program”) by giving you the opportunity to submit a photograph (the “Submission”) of a graduating high school or college senior (the “Grad”) by completing the form on [nbc7.com/community](http://nbc7.com/community) which includes the Grad’s name and hometown, and your name and email address. Your Submission should be original. You must have the permission of any person who appears in your Submission or whom you identify in your Submission, or who assists with photographing your Submission, and you represent and warrant that all such persons have read, understood, and agree to be bound by these Submission Terms. In order to participate, you must be at least eighteen (18) years old. If you are submitting a photo of a minor, you must be the parent or legal guardian of any minor who appears in your Submission.

### **Submission Guidelines:**

- a. Your Submission must not contain or reference any brand names, products or services of any company or any third-party trademarks, copyrights, logos, trade dress or promotion of any brand, product or service.
- b. Your Submission must not contain any personal information (e.g., names, e-mail addresses or phone numbers); if Submission contains personal information, it is your sole responsibility to remove all such personal information before submitting it.
- c. Your Submission must not contain content, images or other material that is misleading, indecent, offensive, sexually explicit, tortious, disparaging, defamatory, slanderous, or libelous, or depicts an unsafe practice.
- d. Your Submission must not contain content, images, or other material that reflect, advocate, or promote bigotry, racism, hatred, harm, or exploitation of or against any class, group or individual, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- e. Your Submission must not contain content, images, or other material that is in violation of any applicable federal or state laws or regulations.
- f. Your Submission must be submitted in compliance with the format and other terms and

conditions set forth on the Website (defined below) and on the platform used to submit your Submission, including specifically the respective Terms of Service; such requirements being made a part of these Submission Terms and incorporated herein by reference.

**By submitting your Submission, you hereby agree to the following terms and conditions:**

Your Submission may be broadcast on-air, on NBCOTS's website(s) (the "Website"), on NBCOTS's social accounts including, but not limited to, Facebook, Twitter and Instagram, and in advertising for the Program on-air and off-air and on the Website and NBCOTS's social accounts (together, the "Materials"), and you grant NBCOTS, its licensees, successors and assigns the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit your Submission and to incorporate your Submission in the Materials and any other works in any and all markets and media now known or hereafter devised, throughout the world in perpetuity, without additional notification, permission, approval, or compensation.

The Program may be sponsored by or feature the brand(s) and/or product(s) of any third-party sponsor at NBCOTS's sole discretion and, to the extent the Program is a promotional spot or commercial, you consent to and hereby authorize the use of the names, likenesses, biographical information, and other personal attributes of any people depicted in your Submission for advertising and commercial purposes in connection with the exhibition of the Program.

You warrant that: (i) you have the sole and exclusive right to grant such rights to NBCOTS, its licensees, successors and assigns without the additional consent of any other person or entity; (ii) and that the reproduction, publishing, displaying, and/or other use of your Submission by NBCOTS, its licensees, successors, and assigns, or the sponsor(s), will not infringe on any rights of third parties, including, without limitation, copyright, trademark, patent, privacy, or publicity, nor create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract; and (iii) neither you nor anyone depicted or identified in the Submission currently intends to be a candidate for any public office and you agree that if there is any change in this representation prior to the initial exhibition of the

submission, I will immediately notify NBCOTS at [ReportingCandidacy@nbcuni.com](mailto:ReportingCandidacy@nbcuni.com) .

By submitting your Submission, you consent to the recording, airing, use and reuse by NBCOTS, its licensees, successors and assigns, and the sponsor(s), of the voice, actions, likeness, name, appearance, performance, biographical material, and any other identifying information of anyone appearing in your Submission, including, without limitation, any information contained in your Submission, as used, edited, altered, fictionalized or modified by NBCOTS, its licensees, successors and assigns, and the sponsor(s), in its/their sole discretion, in any and all media now known or hereafter devised, throughout the world, in perpetuity, including, without limitation, in and in connection with NBCOTS, sponsor(s), or related sites or services, in and in connection with any television programs and other productions, and in and in connection with advertising, promotion and publicity for NBCOTS and for the sponsor(s).

You acknowledge and agree that NBCOTS, its licensees, successors and assigns, and the sponsor(s), 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 or the Materials. Nothing in these Submission Terms obligates or may be deemed to obligate NBCOTS or any other person or entity to exercise any of the rights granted by you under these Submission Terms. NBCOTS, its successors, licensees and assigns, and the sponsor(s) will have the unlimited right to assign these Submission Terms and the rights granted by you under these Submission Terms at any time, in whole or in part, to any party. You agree that NBCOTS, its licensees, successors and/or assigns, and the sponsor(s) shall have no obligation to give you credit for your Submission, but in their sole discretion may elect to do so.

Your Submission will not be acknowledged or returned. You acknowledge and agree that you are sending your Submission voluntarily, and not in confidence, and that no confidential relationship is intended or created between NBCOTS and/or any other person or entity, on the one hand, and you, on the other hand, by your submission of your Submission.

You understand that there will be no payment for your Submission or the use of your Submission. You understand that no industry custom or practice applies to your agreement

and that you will not be paid for your Submission. You understand that if your Submission is selected for use, such use will not be considered an employment opportunity. If you do not want your Submission to be used and broadcast by NBCOTS, its licensees, successors and assigns, and the sponsor(s), then please do not participate.

You understand that your personal information is collected and used in accordance with NBCUniversal's privacy policy at [www.nbcuniversal.com/privacy](http://www.nbcuniversal.com/privacy).

To the extent that the Website's Terms of Service (the "Website Terms"), are not in conflict with these Submission Terms, the Website Terms apply. These Submission Terms shall be subject to and governed by the laws of the State of California, excluding its conflicts of law rules. **You agree to ARBITRATE ANY DISPUTES WITH US and to WAIVE JURY TRIAL and CLASS ACTIONS as more fully set forth in the Website Terms**, and that in no event will you seek or be entitled to injunctive or any other equitable relief.