

2023 Student Video Contest :: THE FINE PRINT

This form serves as a confirmation that you have read and understood the fine print regarding the 2023 Student Video Contest at Texas Wesleyan University.

Please read carefully, and submit a signed and dated copy of this form with your video entry. Email ccrisp@txwes.edu with any questions.

By submitting the entry, Entrant represents and warrants that the video and all content in the video (the "Work") is Entrant's own, original, unpublished work (this includes any script and soundtrack) or that the Entrant has obtained all necessary licenses to use the works of third parties. Entrant represents and warrants that he/she will obtain all necessary licenses and releases for all the material found in the Work. At the request of Texas Wesleyan University, Entrant will provide Texas Wesleyan University with all documents evidencing Entrant's ownership of all elements of the Work, including any executed licenses and releases.

Entrant hereby irrevocably conveys, transfers and exclusively assigns to Texas Wesleyan University all rights, title and interests in and to the Work submitted for the Texas Wesleyan University Student Video Contest, including all copyrights in and to the Work. Entrant agrees and acknowledges that Texas Wesleyan University shall have the right to obtain and exclusively hold, in its own name, and to license and assign to others all copyrights, which may be available for the video, in any and all media and/or formats. Entrant agrees to give Texas Wesleyan University any and all assistance reasonably required to protect the Texas Wesleyan University's ownership and exclusive proprietary rights in and to the Work, including the execution of any instruments necessary to evidence, formalize and/or confirm Texas Wesleyan University's ownership of the Work and/or to execute any instruments required to register copyrights, assignment of copyrights and/or any other documents deemed reasonably necessary by Texas Wesleyan University.

Entrant understands and, without limiting the rights granted above, hereby irrevocably grants Texas Wesleyan University and third-parties licensed by Texas Wesleyan University the rights to reproduce, market, distribute, publicly display, publicly perform, and otherwise commercially exploit the Work for use Texas Wesleyan University's fundraising, advertising or promotional campaigns conducted by or on behalf of the Texas Wesleyan University or and any other Texas Wesleyan University affiliated organizations.

Entrant warrants that the Work does not violate or infringe any copyright or other proprietary right of any third party. Entrant will defend, indemnify and hold Texas Wesleyan University, its officers, directors, agents, employees and affiliates harmless from any and all claims, liabilities, costs and damages (including attorney's fees) arising from or in connection with any claims that the Work infringes any patent, copyright, trade secret or other proprietary right of any third party.

Entrant consents to Texas Wesleyan University's use of any images of Entrant that appear in the Work or are otherwise captured on video, audio, or other recordings, and/or photographs,

images in connection with the Office of Advancement's video contest. Entrant consents to Texas Wesleyan University's use of the foregoing images, videos, or recordings in the University's website and social networks (such as Facebook, Twitter, or Instagram). Entrant's consent also applies to any other University-related marketing material or publications. Entrant understands that the images, recordings, or video may be published on Texas Wesleyan University's website. Entrant may ask the University to stop using the images at any time, but understands that the images may continue to appear in publications already in circulation.

Entrant agrees to not include the images of any third parties without their consent and will provide Texas Wesleyan University with proof of their consent upon request.

Print Name: _____

TXWES Student ID: _____

Student Signature: _____