

The Imagine for Youth Foundation Logo DESIGN Inspiration Contest

**AFFIDAVIT OF ELIGIBILITY, RELEASE OF LIABILITY, ASSIGNMENT OF RIGHTS
PRIZE ACCEPTANCE AGREEMENT**

I, _____
[NAME AS IT APPEARS ON BIRTH CERTIFICATE]

swear or affirm under penalty of perjury: I am _____ years of age.

My birth date is _____. My Social Security Number is _____.

I reside at _____,
[STREET ADDRESS] [CITY, STATE, & POSTAL CODE]

and I am a legal resident of _____.
[COUNTRY AND STATE]

In executing this document, I hereby (a) confirm my acceptance of the terms herein of the **The Imagine for Youth Foundation Logo DESIGN Inspiration Contest** sponsored by The Imagine for Youth Foundation (“**IFYF**” or “**Sponsor**”), in which I entered (“**Contest**”); (b) I represent that I meet all of the eligibility requirements as a “**Winner**” in the Contest; and (c) I accept the following “**Prize**”:

- An autographed Micah Hyde jersey and a matching mini helmet
- All taxes (including, without limitation, U.S. federal, state and local taxes (including, but not limited to income and withholding taxes), sales taxes, VAT, GST) on or connected with the Prize, and the reporting consequences thereof, which will depend on where Winner lives, their tax brackets, deductions and other factors, are solely the responsibility of the Winner.

The Prize has an approximate retail value (“**ARV**”) of: **\$ 1,000.00 USD**.

I ACKNOWLEDGE THAT BY THIS AGREEMENT I AM AGREEING TO RELEASES, WAIVERS OF RIGHTS, AND LIMITATIONS ON LIABILITY.

I hereby irrevocably grant to **The Imagine For Youth Foundation** and each of its licensees, successors and assigns, an exclusive, sub-licensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights (“**Entry IP Rights**”) to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit (including the through the production and sales of products) such Entry, in whole or in part, in all formats and channels now known or hereafter devised (including on third-party sites and platforms such as Facebook, YouTube, Instagram and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity (thus, your Entry may be used for any purpose without compensation to you).

Further, I agree that the Prize constitutes full and complete consideration for the Entry IP Rights and that this Agreement constitutes an assignment of my entire right, title and interest to the Entry IP Rights (including any *droit moral* or moral rights) since creation and copyright interests therein, including without limitation all

exclusive rights afforded to a copyright owner under 17 U.S.C. Section 106. I further agree to execute such documents as may be required or deemed appropriate by The Imagine For Youth Foundation, in its sole discretion, to establish or facilitate The Imagine For Youth Foundation's ownership and registration, throughout the world, of the Entry IP Rights, including without limitation, all rights in the derivative works based upon the Entry IP Rights, and to enable The Imagine For Youth Foundation to transfer any of The Imagine For Youth Foundation's rights therein, or to effectuate any waiver of any moral right or other right with respect to any or all uses of the Entry IP Rights or the derivative works based on the Entry IP Rights. Winner further agrees that it shall not challenge or contest any of The Imagine For Youth Foundation's rights in the Entry IP Rights, in any of the aforesaid derivative works, or in any way assist any third party in doing so.

I represent and warrant as follows: I have re-read, understood, accepted and have fully complied with all of the Official Rules, which are incorporated herein by reference. I am at least eighteen (18) years old. Further, I have perpetrated no fraud or deception in connection with my entry and participation the Contest. I represent and warrant that the Entry is my original work of which I have sole ownership thereof and does not contain any content that does or may infringe any intellectual property right or any other right of any third party, including copyright, patent, trademark, service mark, trade name, domain name, moral rights, mask work rights, rights of publicity and privacy, misappropriation or infringement of ideas or rights (including literary, dramatic, artistic or other property rights). I hereby agree to defend and hold harmless The Imagine For Youth Foundation for any expenses, costs, fees, etc. (including attorney's fees) for any failure on my part with respect to any of these representations and/or warranties.

I understand that I am obligated to sign and return this Prize Acceptance Document and IRS Form 1099 to the The Imagine For Youth Foundation. I understand that non-compliance may result in disqualification and an alternate winner may be selected.

I irrevocably further agree to hold The Imagine For Youth Foundation fully and forever harmless against any and all claims and liability arising out of use of the Prize or participation in the Contest or any breach of any of my covenants, agreements, obligations, representations or warranties made herein. I understand that I am liable for any injury or damage caused, or claimed to be caused, by participation in this Contest or by use or redemption of any Prize. Additionally, I hereby agree to irrevocably release and hold The Imagine For Youth Foundation harmless from and against all losses, damages, liabilities, claims, actions, proceedings, or judgments arising out of or relating to my participation in this Contest or use or misuse of any Prizes awarded hereunder. I further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States (or any other country) that may be applicable with respect to the foregoing release are hereby expressly and forever waived. I understand that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I further understand that all federal, national and local taxes on any Prize will be my sole responsibility and will defend, indemnify and hold harmless the Sponsor with respect thereto. I understand that Sponsor may be required by law to advise the U.S. Internal Revenue Service of the value of the Prize(s) awarded to me, and in connection therewith, I have attached to this Prize Acceptance Document a completed Form 1099 concerning the Prize(s), if one has been requested. I agree that this Prize Acceptance Document and the representations and provisions contained within are irrevocable and will be binding on my heirs, successors, assigns and representatives.

In addition, for good and valuable consideration, the receipt of which is hereby acknowledged, I do hereby irrevocably give The Imagine For Youth Foundation and its licensees, successors and assigns full permission and authority to use my name, likeness, residency information and/or statements in connection with the Contest, without additional compensation other than any Prize which I may receive.

This Prize Acceptance Document shall be governed in all respects by the laws of the United States of America and by the laws of the State of Ohio. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in the State of Ohio, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in the State of Ohio, such personal jurisdiction shall be nonexclusive.

All amendments to this Prize Acceptance Document must be in writing and signed by the party to be charged. This Prize Acceptance Document represents the entire agreement about this subject matter.

SIGNED: _____
[SIGNATURE OF WINNER]

PRINT NAME AND DATE: _____

PHONE: _____

E-MAIL: _____