

## **PHYSICAL YEARBOOK TO SEND TO CONGRESS OFFICIAL TERMS AND CONDITIONS**

**1. How to Submit.** To submit your photograph to the Physical Yearbook to Send to Congress program (the “Program”), visit [donateyourquote.com](http://donateyourquote.com) (“Site”), visit the Site to read the Official Terms and upload your name, high school name, photograph and quote, and click the “Upload” button. All names, high school names, photographs and quotes shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below. Submissions must be submitted in the following accepted file formats: .png and .jpg. Grey Global Group (“Company”) on behalf of its client States United to Prevent Gun Violence (“Client”) reserves the right to cancel or modify these Official Terms in its sole discretion.

**By submitting, each submitter warrants and represents the following with respect to their Submission: (a) submitter is over eighteen (18) years of age or has permission from his/her parents to provide the Submission and is the sole and exclusive owner and copyright holder of the Submission; (b) the Submission is 100% original and does not include anything that would require the consent of any third party or that violates any law or any third party right, including any third party copyrighted material, brand names or trademarks or any content that otherwise infringes on the privacy, publicity or other intellectual property or other rights of a third party; (c) any third party whose person or property appears in the Submission has given submitter appropriate consent (which shall be provided to Company upon request thereof) for such person or property to be photographed and used as permitted herein; (d) the Submission is suitable for general audiences (i.e., it may not be obscene or indecent or contain objectionable content, including but not limited to nudity, sexual content, pornography or violent, illegal or profane depictions); and (e) the Submission does not contain material that is tortious, defamatory, slanderous or libelous or that promotes bigotry, racism, hatred, harm to any group or individual or discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.**

**2. License/Usage.** By providing a Submission, submitters fully and unconditionally agree to be bound by these Official Terms, which will be final and binding in all matters relating to the Program. By providing a Submission, each submitter grants Company a royalty-free, irrevocable, perpetual license to use, reproduce, modify, truncate, publicly perform, distribute, display, publish, create derivative works from, sublicense or otherwise commercially and non-commercially use the Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including the Site, Company’s other web sites and properties and on social networking sites (i.e., Facebook, YouTube, Twitter etc.) and any other third party websites, as well as in any other media, such as banner ads, TV commercials, and billboards, without payment, compensation or further notification to or permission from submitter, for any legal purpose whatsoever. Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Company’s sole and absolute discretion. The quote from the Submission may be included in a book that is submitted to Congress. In addition,

by submitting, submitters agree to the use of their names, likenesses, biographical information, Submissions and/or statements for purposes of advertising, trade, or promotion without further compensation, unless prohibited by law.

You agree to be solely liable for your Submission and all content contained in it. You hereby waive any moral rights that you may have in your Submission in favor of Company and anyone acting with the authorization of Company.

Receipt of Submissions will not be acknowledged or returned. Company is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled Submissions, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Company.

You hereby represent and warrant that you are at least 18 years of age or older and the age of majority in your jurisdiction of residence as of the date of submission.

**4. Submission Guidelines and Restrictions.** By submitting, each submitter agrees that his or her Submission conforms to the Submission Guidelines and Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Company, in its sole discretion, may remove any Submission if it believes, in its sole discretion, that the submitter’s Submission fails to conform to the Guidelines and Restrictions.

**Submission Guidelines:**

- The Submission must be created by the submitter;
- The Submission must be submitted in the following file formats: .png and .jpg.

**Restrictions:**

- The Submission must be 100% original and submitter must be the sole and exclusive owner and copyright holder of the Submission;
- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- Any third party whose person or property appears in the Submission has given submitter appropriate consent (which shall be provided to Company upon request thereof) for such person or property to be photographed and used as permitted herein
- The Submission must be suitable for general audiences;
- The Submission must not in any way disparage Company or any other person or party;
- The Submission must not contain material that is or through the use of the services may become inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;

- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created; and
- The Submission cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message.

You acknowledge and agree that the Submission may be developed into videos, advertisements or commercials to promote and advertise Company and its products and services. All decisions with respect to selecting and using such Submissions are in the sole and absolute discretion of Company. Company will evaluate Submissions based on adherence to Guidelines and Restrictions. Company is not obligated to select or use any Submissions or to produce any materials containing such Submissions, such determination to be in Company's sole discretion. Company is not obligated to notify submitters that they have not been selected. Selected Submissions may be featured in various forms of media, such as Company's website, billboards, television, online videos and banner ads, industrial use and the like.

**5. Indemnification/Release.** You agree to indemnify, defend, release and hold harmless Company, Client, and each of their respective parent companies, subsidiaries, affiliates, and each of its employees, directors, officers, agents, business partners, contractors, distribution partners and representatives ("Released Parties") from and against any and all claims, demands, liabilities, costs or expenses, including attorneys' fees and costs, arising from or related to (i) any breach by you of any of these Official Terms, (ii) any violation of applicable law, (iii) any agreement with a third party to which you are subject, and (iv) Released Parties' use of your Submission or any content contained in it, including your name, image, likeness, photograph, voice, comments, posts, statements, biographical material or other information, including without limitation any claims arising out of or based upon copyright infringement, trademark infringement, misappropriation, invasion of privacy, defamation, right of publicity, blurring, alteration, editing, morphing, distortion, illusionary effect, faulty reproduction, fictionalization or use in any composite or edited form of your Submission, name, image, likeness or other information submitted to Released Parties. For the avoidance of doubt, Released Parties shall not be liable for any inaccuracies, technical failures, printing errors, loss, injury, damage, or any other claims arising from your participation in this Program.

**6. Additional Terms.** Company reserves the right, in its sole discretion, to cancel, change, modify, terminate, or suspend this Program and to add or remove portions from these Official Terms at any time. You are responsible for revisiting this page to review updates to these Terms.

**7. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR

LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND/OR THE PROGRAM, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE SITE AND ANY OTHER WEBSITES ASSOCIATED WITH THE PROGRAM. WITHOUT LIMITING THE FOREGOING, THIS PROGRAM AND THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**8. Disputes; Governing Law.** THE PARTIES WAIVE ALL RIGHTS TO TRIAL IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THESE OFFICIAL TERMS, INCLUDING, WITHOUT LIMITATION, THE PROGRAM. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE OFFICIAL TERMS AND/OR THE PROGRAM SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. THE ARBITRATION SHALL BE CONDUCTED IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK.

THESE OFFICIAL TERMS AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Terms and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Terms and/or the Program, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York County, New York. The parties agree not to raise the defense of forum *non conveniens*.

**9. Use of Data.** Company collects personal data about submitters online, in accordance with its privacy policy. Prior to submission, please review Company's privacy policy at <https://ceasefireusa.org/privacy-policy/>. By participating in the Program, each submitter hereby agrees to Company's collection and usage of his or her personal information, acknowledges that he or she has read and accepted Company's privacy policy, and agrees to the Official Terms of this Program.