

2022 Charm Weddings Toilet Paper Wedding Dress Contest
138 Media Inc. dba Charm Weddings
- MATERIALS RELEASE -

(For Each Person who submits photos, video, artwork, designs, dresses etc. to submit with entry)

For good and valuable consideration, receipt of which is hereby acknowledged, I/we hereby grant to 138 Media Inc./Charm Weddings (“Sponsor”) and their respective affiliates, subsidiaries, licensees, successors and assigns (“Released Parties”) the right to use certain photograph(s), video recording, audio recording, drawings or other materials as described below (“Materials”) provided by me/us to Sponsor, and my/our physical likeness, name and/or voice in so far as same is included therein, in connection with the “Charm Weddings Toilet Paper Wedding Dress Contest” (“Contest”) and in connection with Sponsor, Released Parties or otherwise.

Nature and Description of *Materials*: all materials provided by me (or by Contestant on behalf of me) to Sponsor in connection with the Charm Weddings Toilet Paper Wedding Dress Contest (e.g., photos, videos, artwork, drawings, designs, dress, accessories, etc.)

I/we agree that Sponsor may use, and license others to use, the Materials, all, or any portion thereof or a reproduction thereof, without cost, throughout the world, in perpetuity, in all media and in any manner, in connection with the Contest and in the promotion, advertising, sale, publicizing, and exploitation of the Contest and/or Sponsor or otherwise. For purposes of clarity, I/we expressly waive all moral rights I/we may have in connection with said Materials.

I/we hereby waive any right of inspection or approval of said Materials or the uses to which such Materials may be put hereunder. I/we represent and warrant that I/we have the right to grant Sponsor and Released Parties the rights granted herein and that no other rights or licenses from any other person or source are required in connection with the use of the Materials hereunder. I/we shall indemnify and hold Sponsor and Released Parties harmless from any liability or claimed liability in connection with a breach of any representation or warranty or agreement made by me/us herein. I/we acknowledge that Sponsor will rely on this permission potentially, at substantial cost and hereby agree not to assert any claim of any nature whatsoever (including without limitation, claims based on invasion of privacy, violation of religious practices or beliefs, fraudulent inducement, defamation or right of publicity) against anyone relating to the exercise of the permissions granted hereunder and in no event will I/we have the right to seek or obtain injunctive or other equitable relief. Nothing contained here shall be deemed to obligate Sponsor to use the Materials.

I understand that confidentiality is of the utmost important for this Contest, and I will not use or disclose to any party any information learned because of my entering into this Agreement or involvement with the Contest, including, but not limited to, in any media format whatsoever (including without limitation, social networking sites, e.g., Facebook, Twitter). Disclosure by me in violation of the foregoing shall constitute and be treated as a material breach of this Appearance Release which will cause irreparable harm to Sponsor and/or Released Parties.

This Consent for Use of Materials shall be governed by and interpreted in accordance with the laws of the State of Florida, and I agree to submit to the jurisdiction of the State of Florida. Any controversy or claim relating to this Release (“Claim”) shall be governed by and construed in accordance with the substantive laws of the State of Florida without regard to Florida choice of law rules. All Claims shall be submitted to final and binding arbitration, to be held in Broward County, Florida. This is the complete and binding agreement between us, superseding all prior understandings and communications with respect to the subject matter hereof. This agreement cannot be terminated, rescinded, or amended except by an agreement signed by the parties.

I/we acknowledge that I/we have read this Consent for Use of Materials prior to signing it and understand its contents. I/we warrant to Sponsor that I/we am/are at least 18 years of age and that I/we have the full and unrestricted right to enter into this agreement.

(Please Print) Name: _____

Address: _____

City/State/Zip: _____

Phone _____

Signature: _____ Date: _____