

Intellectual Property Release Agreement: La Ley 101.1FM XVI ANNIVERSARY T-Shirt Design Contest

Submitter hereby provides user generated content, which shall mean and refer to any content, media, or materials, regardless of the tangible format, medium, or form, including but not limited to electronic images, photographs, animated or motion pictures, caricatures, likenesses, vocal or other sounds, video or audio recordings, text, artwork, logos, graphics or visual effects, and to all derivative works, translations, adaptations or variations of same, as well as any accompanying correspondence, packaging, or other materials (collectively, the "Content") to WYMY-FM (La Ley 101.1 FM) under the terms and conditions contained herein ("Release").

1. The undersigned Submitter grants La Ley 101.1 FM a perpetual, worldwide, irrevocable, non-exclusive, assignable, transferable, unqualified, unrestricted, unconditional, unlimited, royalty-free, license for the use and exploitation of the Content in any manner, including but not limited to the right to, publish, perform, display, scan, edit, crop, merge, resize, view, broadcast, distribute, sell, reproduce, modify, translate create derivative works and/or duplicate of any part of the Content, to incorporate it in other works, in any form, media or technology now known or later developed, and to index, store or categorize the Content by La Ley 101.1 FM, the Station or their affiliated entities, or their respective advertising agencies, third party suppliers or service providers, participating advertisers, sponsors and promotional partners, or the officers, directors, shareholders, employees, agents or representatives of each (collectively, the "Released Parties") for operational, advertising and/or publicity purposes relating to La Ley 101.1 FM or the Station or any of their affiliated entities, or for any other lawful purpose, in any media now known or hereinafter invented without any financial or other compensation. Under no circumstances will the Released Parties be held liable or responsible to Submitter for the subject matter or content of the Content or for the authorized or unauthorized use, editing, viewing, broadcast, publication, distribution, manipulation, and/or duplication of the Content. Submitter understands and agrees that he/she has no right to approve or control the manner in which the Content may be used or displayed.
2. Submitter further understands that the use and exploitation of the Content may subject him/her to risk of notoriety, publicity, ridicule, scorn and/or indignity.
3. Submitter represents and warrants the following:
 - a. Submission of the Content does not violate any agreement or understanding in place with another party, including other organizations, and former or current employers, or their policies and procedures or the like that govern Submitter.
 - b. The Content is Submitter's own creation and Submitter owns all rights in and to the Content, including, but not limited to, trademark, copyrights, digital rights and publicity rights. If Submitter is not the holder of such rights, the holder of

them has validly and irrevocably granted to Submitter, in writing, the right to grant the license set forth in this Agreement without restriction and without compensation from La Ley 101.1 FM. At La Ley 101.1 FM's request, Submitter will provide a copy of such document evidencing the assignment of rights to La Ley 101.1 FM. The Content is not indecent, illegal, pornographic, sexually explicit, harassing, threatening, tortious, abusive, hateful, embarrassing, offensive or harmful to another individual or entity and does not contain material showing aberrational behavior, graphic violence or drug abuse, and does not defame, invade the privacy of, or infringe upon or violate any rights of any kind whatsoever of any individual or entity.

- c. The Content does not violate any law, rule, or regulation of any governmental entity.
 - d. The Content is not subject to any obligation of confidentiality.
 - e. Submitter has not accepted or agreed to accept, or paid or agreed to pay, any money, service or other valuable consideration for the inclusion of any matter in the Content.
4. SUBMITTER AGREES THAT HE/SHE WILL NOT MAKE ANY CLAIM OR ACTION, OR ALLOW OR AUTHORIZE ANY THIRD PARTY TO MAKE ANY CLAIM OR ACTION ON BEHALF OF THE SUBMITTER, WITH RESPECT TO THE CONTENT AGAINST THE RELEASED PARTIES. Submitter HEREBY RELEASES, DISCHARGES, HOLDS HARMLESS, AND INDEMNIFIES THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR ANY DIRECT OR INDIRECT LOSSES, CLAIMS, DAMAGES, ACTIONS, DEMANDS, CAUSES OF ACTION, COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, NO MATTER HOW CAUSED, ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO ANY BREACH OR ALLEGED BREACH BY SUBMITTER OF HIS/HER AFFIRMATION, UNDERTAKING, OR OBLIGATION OF THIS RELEASE, OR AS A RESULT OF THE BROADCAST, DISPLAY, DISSEMINATION, OR USE OF THE CONTENT FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OF COPYRIGHT INFRINGEMENT, INVASION OF PRIVACY OR RIGHT TO PUBLICITY, AND Submitter ACKNOWLEDGES THAT NONE OF THE RELEASED PARTIES HAVE MADE ANY REPRESENTATION OR WARRANTY TO HIM/HER REGARDING THE CONTENT.
5. Submitter understands that submission of the Content does not obligate La Ley 101.1 FM to broadcast, display, publish or otherwise transmit, disseminate, promote or use the Content for any purpose and that La Ley 101.1 FM makes no claim that the Content is appropriate for any audience or purpose. Submitter further understands that the Content will not be returned.
6. Submitter understands that La Ley 101.1 FM has the right to review or monitor any Content and to edit, delete, reject, remove or modify, without notice to Submitter, any Content that La Ley 101.1 FM deems, in its sole discretion, to violate this Release or the Station's Terms of Use Agreement or to be unacceptable to La Ley 101.1 FM, for any reason or for no reason whatsoever; provided, however, that La Ley 101.1 FM

shall have no obligation or liability to Submitter or any third party for failure to do so or for doing so in any particular manner. La Ley 101.1 FM also reserves the right to take down any Content if published on a Station website if the Station or La Ley 101.1 FM personnel receive a notice of any claim of infringement.

7. Submitter agrees that if Content is selected for broadcast, display or dissemination, La Ley 101.1 FM may use Submitter's full name, title of the Content, and city and state of residence and/or operation for the purpose of identifying, promoting and/or generating publicity for La Ley 101.1 FM and/or its designees, if such personally identifiable information is provided to La Ley 101.1 FM. La Ley 101.1 FM will not disclose any other personally identifiable information to the public, unless the Submitter consents to such disclosure or reasonably believes that it is necessary to: a) conform to regulatory and legal requirements or comply with the legal process; b) protect the safety and security of its users, employees, or property; c) to defend the rights of the La Ley 101.1 FM Released Parties; or d) enforce this Release, and the Station's Terms of Use Agreement, any pertinent Additional Terms and/or Privacy Policy, if applicable.
8. Submitter certifies that either he/she is eighteen (18) years of age or older and a resident of North Carolina or Virginia. Content submitted by persons under thirteen (13) years old will not knowingly be accepted and will be immediately deleted or destroyed.
9. If the Content is submitted via the Station's website, Submitter acknowledges that he/she has read, understands and consents to such website's Privacy Policy, Terms of Use Agreement and any pertinent Additional Terms, in addition to this Release, without reservation.
10. Submitter understands that this Release is intended to be as broad and inclusive as permitted by law, and Submitter agrees that if any portion of this Release is deemed invalid, the remainder will continue in full force and effect. Submitter further understands and agrees that this Release is to be interpreted under the laws of the State of North Carolina or federal law, as applicable, and Submitter submits to the jurisdiction of the state and federal courts within the State of North Carolina notwithstanding its conflict of laws provisions, and waives all objections to the jurisdiction or venue of such courts.

I, the Submitter, have read the foregoing Release and by clicking on the "Submit" button, I represent and warrant that I fully understand and consent to the contents thereof and meet any age and/or residency eligibility requirements.