

Easterseals We Celebrate Image Use Agreement

This Easterseals We Celebrate Image Use Agreement ("Agreement") sets forth the terms and conditions governing your submission of digital images and other content (collectively "Images") to Easterseals. As used in this Agreement, "we" or "Easterseals" means Easterseals Southern California and "you" means the individual or entity submitting Images to Easterseals. Any individual or entity that submits Images to Easterseals must accept the terms of this Agreement without change.

You represent and warrant to Easterseals that (a) you have the right, power, and authority necessary to enter into this Agreement, to fully perform your obligations hereunder, (b) you will comply fully with all terms of this Agreement, (c) the Images submitted to Easterseals by you, and Easterseals' exercise of its rights hereunder, do not and will not violate, misappropriate or infringe any intellectual property right, including but not limited to trademark rights, copyrights, moral rights and publicity rights of any third party, (d) you possess all rights necessary for the reproduction, distribution, transmission, public performance, public display, and other use of the Images by Easterseals as permitted hereunder, (e) the Images are not pornographic, obscene, libelous, defamatory, tortious, or otherwise unlawful, and (f) all factual statements submitted by you are accurate and not misleading. You agree to indemnify, defend, and hold Easterseals harmless from all claims, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising from your breach of any representation or warranty set forth in this paragraph.

You agree that you will not submit Images that are unlawful, pornographic, libelous, defamatory, tortious, obscene, or racially, ethnically or otherwise objectionable, or that otherwise violate Easterseals community standards. We expressly reserve the right to remove or not make available any Images that we deem to be in violation of this Agreement, applicable laws or our community standards in our sole discretion. You agree that you will not upload, post, e-mail or otherwise transmit Images to us that contain software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

By uploading your Image and opting in via WeCelebrate.org, you are authorizing permission for Easterseals to use your Image on Easterseals properties and channels. Text captions may be revised to eliminate explicit language, correct typos/grammar, make edits for length and for any other purpose within the sole discretion of Easterseals. Images may be submitted in the form of a JPG or PNG.

You grant Easterseals a non-exclusive and non-revocable commercial right and license to reproduce the Image in any form (including, but not limited to, video, internet posting, social media pages, reproduction, display, email, publication, and distribution), either through our own services or services provided by third parties, throughout the world in any medium now known or later developed and without restriction or limitation.

You agree that your Image may be used by Easterseals or by others under the direction of Easterseals to create derivative works either alone or in conjunction with sketches, cartoons, captions, films, art work, textural matter or other photographs.

By submitting an Image, you give Easterseals permission to feature your likeness on its website(s), social media pages and other images. However, such credit for your Image is not mandatory and your permission for us to use your Image is not contingent upon such credit being given.

You may only submit Images to Easterseals for which you hold all intellectual property rights. If you submit an Image to us, you must own all rights to such Image or you must have the authorization of the person who does own those rights. Minors may not submit Images to Easterseals and you may not submit any personally identifiable information about any child under the age of 13.

You waive any right to inspect and/or approve the finished work incorporating the Image or the copy that may be used in connection therewith or the use of which said finished work may be applied. Further, you waive any claims to royalties with regards to your Image. You understand that you will not be compensated in any way for the use by Easterseals of your Image.

You agree that if any provision, or any portion of any provision, contained in this Agreement is determined to be invalid under any statute or rule of law, then it shall, to that extent alone, be deemed omitted, and the remainder of this Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the state of California.

This Agreement constitutes the entire agreement and understanding between you and us as to your submission of Images to us.

We are thrilled to share your Images with our Easterseals community. Should you have any questions, please submit your inquiries at <http://www.easterseals.com/southernca/who-we-are/contact-us/>.