

**RUN RICH RUN
TERMS AND CONDITIONS OF SUBMISSION**

PLEASE REVIEW THESE TERMS AND CONDITIONS OF SUBMISSION (THE “AGREEMENT”) CAREFULLY, AS THEY CONSTITUTE A BINDING AGREEMENT. THESE TERMS AND CONDITIONS OF SUBMISSION GOVERN ALL VIDEO SUBMISSIONS FOR THE RUN RICH RUN PROMOTION (“RRR PROMOTION”).

As used herein, the term “**Video Submission**” means any and all videos that you submit in connection with RRR PROMOTION.

1. ELIGIBILITY. You represent that (i) you are a legal resident of the United States, including the District of Columbia and U.S. territories, and (ii) you are at least 18 years of age and have reached the age of majority in your state of residence as of the date you submitted your Video Submission.

2. ORIGINALITY. You represent and warrant that (i) your entire Video Submission is an original work by you and you have not copied or used other works or other third party materials in your Video Submission; (ii) your Video Submission will not infringe or violate any rights of any person or entity including, without limitation, any copyright, trademark, patent, defamation, privacy and publicity, false light, idea misappropriation or any contractual rights; and (iii) you have all the rights, permissions and consents necessary to submit the Video Submission in accordance with this Agreement. You further represent and warrant that all persons who were engaged by you to participate in the Video Submission, if any, have given you all appropriate clearances, permissions and releases to submit the Video Submission for all uses authorized in this Agreement and grant of rights including, without limitation, the videographer of the Video Submission. If any such persons are under 18 years of age and are not your children, you represent that you have obtained all necessary clearances, permissions and releases from each such person’s parent or legal guardian. You further represent and warrant that anyone engaged by you to participate in the Video Submission (a) has no claims for payment of any kind; (b) has no approval or consultation rights or any rights of participation; and (c) was not engaged by you or anyone associated with the Video Submission under any union or guild agreement that would result in any obligations resulting from the Video Submission or in any manner related to this Agreement. Upon request, you will provide NFL, and any of its subsidiary and affiliated companies and any of their successors, licensees and assigns (collectively, “NFL Entities”), with one or more signed releases as it may deem necessary in its sole discretion. You further represent and warrant that your Video Submission does not violate any federal, state or local law or regulation.

3. NO PAYMENT FOR VIDEO SUBMISSION. You understand that you will not be paid any money for submitting your Video Submission or for agreeing to the terms set forth in this Agreement.

4. OWNERSHIP. The Video Submission shall be “works made for hire” as part of a collective work and in favor of the NFL Entities and NFL Entities shall be the sole “author” thereof. For clarity, it is the intent of the parties that NFL Entities own in perpetuity all worldwide proprietary rights in and to the Video Submission, including, without limitation the master recording and video footage thereof, any copyright therein and any and all ancillary, subsidiary and derivative rights thereto with the exclusive right to use, exploit and change the Video

Submission, or to refrain therefrom, in any manner throughout the world that NFL Entities may determine, in any and all media and formats, now known or hereafter devised. Therefore, to the extent that the Video Submission is held not to be a “work made for hire” in favor of NFL Entities, you hereby assign all right, title and interest in the United States and in all other countries of the world, in and to any and all proprietary rights, including copyright rights, in the Video Submission, and all renewals and extensions thereof and all rights of reversion and termination thereof, to NFL Entities, without any additional consideration or actions required. You agree to execute all documents, and cause third parties with whom you have worked on your Video Submission, necessary to confirm such assignment at NFL Entities’ request.

5. RIGHTS GRANTED. Notwithstanding the ownership of the Video Submission by NFL Entities as set forth in Section 4 above, you agree that by submitting your Video Submission to NFL Entities, you hereby irrevocably grant the NFL Entities, and its respective affiliates, licensees, distributors, agents, representatives and other authorized users including, without limitation, advertisers/sponsors directly associated with RRR Promotion (the “**Licensed Entities**”), without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform such Video Submission, in whole or in part (including, without limitation, any information that you supply regarding your Video Submission, and all names, voices and likenesses contained in the Video Submission), in all media formats and channels now known or hereafter devised, for any and all purposes including, without limitation, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you or to any third party and with or without attribution. Nothing in this Agreement obligates or may be deemed to obligate any of the Licensed Entities to use your Video Submission. You acknowledge that your Video Submission may be cut, edited and/or added to for any reason and in any manner which the Licensed Entities may, in their sole discretion, determine and may, to the extent decided by the Licensed Entities in their sole discretion, have sound effects, music, host voiceovers and/or other elements added to the Video Submission, and that the Licensed Entities may use and modify the Video Submission or any portion or element of it and combine it with other materials. You acknowledge that your Video Submission is sent voluntarily, and not in confidence, and that no confidential relationship is intended or created between the NFL Entities and you or between any of the Licensed Entities and you by virtue of the submission of your Video Submission. You further acknowledge that the NFL Entities or the Licensed Entities may develop information internally or receive information from other parties that is similar to your Video Submission. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the NFL Entities and the Licensed Entities have not or will not develop or have developed ideas, concepts, products, systems or techniques that are similar to or compete with any ideas, concepts, products, systems or techniques contemplated by or embodied in your Video Submission. You further acknowledge that in the event of a breach of this Agreement by NFL Entities or any of the NFL Entities or any third party including any of the Licensed Entities, the damage, if any, caused to you will not entitle you to seek injunctive relief or other equitable relief, and you will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Video Submission by any Licensed Entity. Any and all rights not conveyed hereunder are reserved by NFL Entities.

6. CONSIDERATION. You further acknowledge that your consideration for entering into this Agreement is, among other things, the NFL Entities' or its designees' review of your Video Submission in connection with RRR Promotion, the possibility of your Video Submission being aired on one or more of NFL Media's (or NFL Media's affiliates') media platforms and the possible publicity and promotion as a result. You are not guaranteed to receive any further consideration of any kind for your Video Submission and credit, if any at all, that you receive in connection with any of the Licensed Entities' use of your Video Submission shall be in the applicable Licensed Entity's sole discretion.

7. RELEASE/INDEMNIFICATION. You agree to release, discharge, indemnify and hold harmless the Licensed Entities, their respective licensees, successors and assigns, and each of their respective officers, directors, employees, agents and representatives (collectively, the "**Released Entities**"), from and against any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind including, without limitation, attorneys' fees and disbursements, whether at law or in equity including, without limitation, injunctive relief (collectively, "**Claims**") that you or any third party may have at any time (whether or not you are aware of such Claims) arising out of (i) your breach of the representations, warranties or other terms and conditions of this Agreement; and (ii) the use, exploitation or exercise of any rights granted hereunder. You acknowledge that (i) you may hereafter discover Claims in addition to the ones released and discharged in this Agreement and you hereby release and discharge the Released Entities from any such unknown and/or unsuspected Claims; and (ii) you will not have the right to enjoin the production, exhibition, distribution or any other exploitation of your Video Submission or be entitled to seek any other injunctive or other equitable relief. You further release, indemnify and hold the Released Entities harmless from any liability, injury, emotional injury, death, loss or damages to you or any person or entity including, without limitation, third party right of publicity, copyright, or trademark claims and damage to personal or real property caused, in whole or in part, directly or indirectly, in connection with the creation or submission or use of your Video Submission (or related activities).

8. GENERAL. This Agreement cannot be modified or waived except in writing signed by the party to be charged. The terms of this Agreement and its performance will be binding on you and your heirs, executors, administrators, successors and assigns. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision to the maximum extent permitted by law, and the other provisions of the Agreement shall remain in full force and effect. You may not assign your rights under this Agreement without the prior written consent of the NFL Entities; any unauthorized assignment will be null and void. The Licensed Entities shall have the unlimited right to assign their respective interests in this Agreement and the rights granted by you under this Agreement at any time, in whole or in part, to any person or entity. The construction, validity, interpretation and enforceability of this Agreement will be governed by and construed in accordance with the laws of the State of New York and the laws of the United States of America without giving effect to any choice of law or conflicts of law rules. Any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts situated in New York County, New York state, i.e., Manhattan. You hereby consent and

submit to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action.

9. PRIVACY POLICY. You understand that you are submitting personal information, and acknowledge that this submission is governed by the Privacy Policy of NFL.com.

YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND YOUR OBLIGATIONS HEREUNDER, THE RIGHTS THAT YOU ARE GRANTING HEREIN AND THE REPRESENTATIONS AND WARRANTIES YOU HAVE MADE IN THIS AGREEMENT.

[I AGREE]