

Life Without Fair Courts Illustration Contest

Submission Agreement

Welcome to the Life Without Fair Courts Illustration Contest. This Submission Agreement along with the Official Rules, (collectively, "Rules") set forth the rules and regulations of the Life Without Fair Courts Illustration Contest (the "Contest") presented by Lambda Legal, Prism Comics, and media sponsor, *The Advocate* (collectively, the "Sponsors"). Lambda Legal is the administrator of the Contest (the "Administrator"), the principal place of business of which is 120 Wall Street, Suite 1500, New York, NY 10005. Any person who contributes to the creation of the submitted entry (an "Entrant") must sign a Submission Agreement and submit it to the Administrator. Please read the Rules carefully before submitting an entry or participating in the Contest as the Rules contain important information about eligibility to enter the Contest, the rules of the Contest, the rights to any submitted entries and other important information. By submitting an entry and signed Submission Agreement, you accept the Rules and agree to be bound by all of its terms. If you do not agree with the Rules, do not submit an entry.

1. **Original Works.** All entries must be the original creations of the Entrants, not contain any intellectual property not owned by the Entrant and must never have been published or professionally developed unless satisfactory written authorization from the intellectual property owner is provided to Lambda Legal at the time of entry submission. Each Entrant shall indemnify and hold harmless Lambda Legal and other Sponsors from any copyright, trademark or other intellectual property infringement claim or liability whatsoever with regard to its submission.
2. **License to Submitted Material.** By submitting any design entry for the Contest, each Entrant grants Lambda Legal Defense and Education Fund, Inc. together with all its successors and assigns ("Lambda Legal") and Prism Comics, together with all its successors and assigns, a perpetual, irrevocable, fully-paid, royalty-free, transferable, nonexclusive, world-wide right and license, with rights to sublicense, to use, copy, modify, reproduce, market, publish, distribute, and sell material submitted as an entry in the Contest (the "Material") for any purpose whatsoever, including modifying the Material within reason, copying the Material, improving the Material, making derivative works thereto, reproducing the Material, and distributing the Material.
3. **Use of Personal Information.** An Entrant's submission of an entry in the Contest constitutes their irrevocable permission and authorization to Lambda

- Legal and, in Lambda Legal's sole discretion, each of the other Sponsors to use Entrant's name, photograph, likeness and other material provided in the entry for any purpose whatsoever, including, without limitation, for promotional purposes in any media.
4. Representations. The Entrant represents and warrants to Lambda Legal that: (a) the reproduction, exhibition, or any use of any of the Material shall not defame any person or entity nor violate any copyright, right of privacy or publicity, or any other right of any person or entity; and (b) the Entrant is sole owner of the Material, together with the title thereof and subject to the rights granted to Lambda Legal hereunder, and no rights in the Property have been granted to others or impaired by the Entrant.
 5. Protection of Material; Confidentiality. It is the sole responsibility of the Entrant to register his or her rights in and to the Material. Neither Lambda Legal nor any other Sponsor shall be under no obligation to maintain confidentiality of the Material.
 6. Releases. All Entrants, as a condition of entry into the Contest, agree to release each of Lambda Legal and the other Sponsors, their respective parents, subsidiaries, divisions, affiliates, suppliers, subcontractors, printers, distributors, attorneys, agents and advertising, promotional or other agencies, from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Contest, submitting an entry or otherwise participating in any aspect of the Contest, the receipt, ownership or use of any prize awarded, or while preparing for, participating in any Contest-related activity or any typographical or other error in these Rules or the announcement or offering of any prize. Lambda Legal and the other Sponsors make no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Each prize winner bears all risk of loss or damage to his or her applicable prize.
 7. Limitation of Liability. The Sponsors assume no responsibility or liability for (a) any incorrect or inaccurate entry form information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entry forms or submissions at any point in the operation of this Contest; (c) any malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks,

lines, satellites, servers, computers or providers or mail systems utilized in any aspect of the submission of an entry or the operation of the Contest; (d) inaccessibility or unavailability of the internet; or, (e) any injury to or death of any person which may be related to or resulting from any attempt to participate in the Contest or download of any materials in the Contest.

8. New York Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York

Title of submission Entry: _____

Name of primary Entrant: _____

Email address and phone number: _____

Other names of entrants who contributed to this entry (note: every entrant *must* sign their own separate Submissions Agreement but primary Entrant will be the contact person):

Signature of primary Entrant: _____

Date: _____

Upon completing and signing this Submission Agreement, please mail or fax (212-809-0055) to:

Lambda Legal
C/O Fair Courts Contest
120 Wall Street, Suite 1500
New York, NY 10005