

## Terms and Agreements for Submitting Work to KelbyOne, LLC

1. **Overview:** Terms and Agreements for Submission of your work, in accordance with Terms of Use (<https://kelbyone.com/terms-of-use/>) of KelbyOne.com, either by a URL or upload submissions on websites or properties owned by Kelby Media Group, Inc. and KelbyOne, LLC.
2. **Eligibility:** Submissions are open to entrants who are at least 18 years of age or older and who have an active KelbyOne membership. KelbyOne reserves the right to verify an individual's eligibility to participate. By participating, entrants: agree to be bound by these Terms & Agreements and Terms of Use of KelbyOne.
3. **To Submit:** Complete all the required fields on the online entry form, including (i) submitting a public visible URL to an online album/gallery or upload work, images or artistic pieces created by you. (ii) Submit the pieces as instructed, including your name and contact information as required on the online entry form; and (iii) are a KelbyOne member. All Pieces and entry form shall be collectively referred to herein as "submission."

Each submission must be an original, unpublished work of entrant and not infringe or violate any copyright, trademark, right of publicity or privacy, or other intellectual property or contractual rights of any person or entity. Only digital entries will be accepted. By submitting, entrant authorizes KelbyOne a royalty-free license on use for the Submission on the KelbyOne websites, social properties, magazines, and in promotional/advertising materials, without compensation to the entrant, his or her successors or assigns, or any other person or entity, except where prohibited by law, and entrant waives any right to inspect or approve the finished version(s). Proof of submission will not be deemed to be proof of receipt by KelbyOne.

By entering, all entrants warrant and represent that (a) their respective submissions are their own 100% original creations; (b) their respective submissions do not incorporate any intellectual property from any third parties (without appropriate releases); and (c) that their submissions do not violate any rights (including any rights of privacy, rights of publicity or copyrights) of any third parties.

Entrants may be required to provide us with proof that he/she is the authorized account holder of the associated KelbyOne.com membership. In case of suspected plagiarism, fraud or permission dispute alleged in a submission, proof must be provided to the Host Entity with enough reason to merit a disqualification. Disqualification will then be subject to the determination of the Host Entity.

4. **General Terms:** Noncompliance with any of these Official Terms & Agreements may result in disqualification.
5. **Request for the Terms & Agreements:** For a printed copy of the Official Terms & Agreements, send a self-addressed stamped envelope to:

KelbyOne LLC  
c/o KelbyOne VP of Operations  
118 Douglas Road East  
Oldsmar, FL 34677

Requests for a copy of the Official Terms & Agreements can be made at any time. Please note on the front left-hand corner of your outer envelope that you are requesting the "Official Terms & Agreements".

6. **Submitted Work:** By submitting work, you grant to Kelby Media Group, Inc. and KelbyOne, LLC ("Kelby"), and its parent, legal representatives, contractors, affiliates, licensees, assigns, designees and its subcontractors ("Kelby Representatives"), the absolute, worldwide, perpetual and irrevocable license and permission to use, display, publicly exhibit, transmit, broadcast, record, photograph, digitize works submitted and use your name, likeness, voice, images, photographs and videography tapings ("Voice & Image") on a perpetual basis throughout the world in any medium or format whatsoever now existing or hereafter created, including electronic, internet, social media, print and digital media, for Kelby or Kelby Representative's use in its programs ("Program") including the advertising and promotion thereof, without further consent from me or royalty, payment or other compensation to me. You irrevocably license to Kelby rights to your work appearing in the Program in any jurisdiction throughout the world that would be required in order to register copyright of the Program by Kelby. You agree to have your work to be critiqued publically by Kelby or Kelby Representatives.
7. **Liability:** You hereby release and discharges Kelby and Kelby Representatives and those acting under its authority from any and all liabilities, claims and demands relating to any copyright claims of my work submitted in connection with any transmission, display, or publication of the Voice & Image in the Program. You waive any right that you may have to inspect or approve of the finished product(s) and any advertising copy or other matter that may be used in connection there with or to the eventual use that it might be applied.
8. **Agreements:** You hereby warrant that you are of legal age and have the right to submit work based on the above terms. You have read the above terms and agreements prior to submitting works.