

ACKNOWLEDGEMENT AND HOLD HARMLESS/INDEMNIFICATION AGREEMENT

NORCO LEGACY LOGO COMPETITION

I, _____, Contest Entrant do hereby state that I have read the Contest Rules and agree to abide by them and that by entering the Contest:

1. I represent and warrant that (i) I have the exclusive, worldwide, perpetual rights to all intellectual property associated with and/or included within and/or shown in the artwork or video, and that the Sponsor's use of the artwork or video will not infringe upon the intellectual property or other rights of any person; (ii) the video is an original work and was made without professional assistance; (iii) all applicable permissions were obtained, including permission to use any locations featured in a video or artwork and permission from any individual (or his/her parent/guardian, if the individual is a minor) who appears in the video or artwork; and (iv) neither they nor anyone else has engaged or taken part in (or induced or encouraged anyone else to engage or take part in) any activity or conduct in connection with the Contest that: (a) may or is likely to harm or create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, other living things or any property; (b) is or may constitute a crime, unlawful or non-consensual conduct (e.g., conduct that could lead to criminal prosecution), tortious conduct (e.g., conduct that could lead to civil liability) or the violation or infringement of the rights of any other party; or (c) violates any of the terms or conditions of the Official Rules.
2. I grant the Norco Legacy Program a royalty free, perpetual, non-exclusive, worldwide license to use, reproduce modify, publish, edit, translate, distribute, perform, display, sublicense, make derivative works from and otherwise exploit the video or artwork in whole or in part, in any and all media, and waive any rights in the video or artwork in favor of Sponsor.
3. By accepting the Prize, if I am declared the winner of the contest, I consent to the use by the Norco Legacy Program of my name, photo, image, likeness, biographical information, statements, voice and address (city/state) for advertising/publicity purposes worldwide and in all media formats without compensation.
4. Except for the negligence or willful misconduct of Sponsor, I will indemnify and hold harmless the Norco Legacy Program from any and all claims of, including, but not limited to, injury (including death), copyright infringement, damage to computer equipment/systems or software or other property damage, from uploading or downloading any material to or from the RCC Website or Contest Channel, or any other claim that may arise or occur in connection with my negligence or willful misconduct connected with my entry into this contest.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this ____ day of _____, 2014

Print Name of Entrant

Signature of Entrant

Submissions that are not an original creation, that have been used in association with another contest or promotion, or that are illegal, promote illegal activities, are in any way in breach of the Official Rules, are not appropriate or in good taste, promote or attack brand names, use copyrighted materials or otherwise infringe on the intellectual property or other rights of any party, are defamatory, untrue, or obscene, contain nudity, profanity or sexual innuendo, are violent or display illegal drug or alcohol use, or that discriminate based on grounds set out in Human Rights codes or other applicable legislation, all determined in the Sponsor's sole and absolute discretion, will not be eligible and are subject to disqualification at the sole and absolute discretion of the Sponsor. Entrants will be solely responsible for seeing that the above is adhered to.

The prizes available to be won are: **1 Large Gift Basket, 1 Medium Gift Basket, and 1 Small Gift Basket**. All Prizes must be accepted as awarded without substitution and are not transferable.

The Contest is subject to the Official Rules and all applicable federal, state, and local laws. Entrants agree to be bound by the Official Rules and any and all decisions of the Norco Legacy Program, which are final and binding in all respects. In the event that the potential winner is determined by the Norco Legacy Program to be ineligible for any reason, including by reason of failure to comply with these Official Rules, s/he will be disqualified and will not receive the Prize, and an alternate entrant may be selected by the Contest Judges to become a new potential winner, using the same selection criteria described above.

The Entrant assumes all responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, sending or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Entry materials or data that have been tampered with or altered are void.

The Norco Legacy Program reserves the right to cancel, terminate, modify, amend, extend or suspend the Contest for any reason, including if, in the opinion of the Sponsor in its sole discretion, the Contest is not capable of running as originally planned or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules or otherwise in a disruptive manner. Any attempts to deliberately damage or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, the Norco Legacy Program reserves the right to seek remedies and damages to the fullest extent of the law.

The Contest and the Official Rules will be governed by and construed in accordance with the laws of the State of California.

Entrants' personal information will be used for the purposes of administering the Contest. Personal information will not be used by the Norco Legacy Program for any other purpose without Entrants' written permission.