

Social Media Agreement

Submission Terms

PLEASE READ THESE SUBMISSION TERMS & CONDITIONS (“**TERMS & CONDITIONS**”) CAREFULLY. THEY CONTAIN IMPORTANT TERMS & CONDITIONS THAT AFFECT YOUR LEGAL RIGHTS. WHEN YOU MAKE A SUBMISSION TO ANY BULL BREED COALITION REGISTRY (HEREINAFTER “BBCR”) WEBSITE ON WHICH THESE TERMS & CONDITIONS APPEAR (A “**SITE**”) OR SEND THE HASHTAG #AGREE TO BBCR, YOU ARE CONFIRMING THAT YOU HAVE AGREED TO BE BOUND BY THESE TERMS & CONDITIONS.

- You may be viewing these Terms & Conditions on a small screen. If so, here are the highlights of the Terms & Conditions below (but please read the Terms & Conditions in their entirety).
 - You own the photo or other “Content” (as defined below) that you submit. Nothing in these Terms & Conditions changes that.
 - You are giving BBCR and certain parties related to BBCR a license to use the Content on the Site and on BBCR’s other websites, mobile apps, e-mail, and social media channels for advertising, marketing and/or promotional purposes.
 - You are also giving BBCR a license to use your name and image and other biographical materials in conjunction with the Content.
 - If any third party has any rights in or to your Content (e.g., someone else took a photo or appears in a photo), you represent that you have all the rights and permissions needed from those third parties to grant BBCR the license to use your Content in accordance with these Terms & Conditions, and further represent that nothing in the Content is either inappropriate or defamatory.
 - You are releasing BBCR from any liability arising out of its use of the Content as described in these Terms & Conditions and you promise not to sue BBCR for such use.
1. Please review BBCR’s online Terms of Use, located at www.bbcr.com and Privacy Policy, located at www.bbcr.com, both of which are incorporated into these Terms & Conditions by this reference. Without limiting the generality of the foregoing, these Terms & Conditions grant BBCR usage rights in and to your Content that are in addition to (not in lieu of) the usage rights contemplated in [note appropriate Paragraph] of the online Terms of Use, and the DMCA complaint process set forth in [note appropriate Paragraph] of the online Terms of Use as applies to your Content. In the event of any conflict or inconsistency between these Terms & Conditions and the online Terms of Use, these Terms will prevail, govern and control with respect to the Content.
 2. You represent and warrant that you are at least 18 years old.
 3. You also represent and warrant that (a) you own and control all right, title and interest in and to the Content or you otherwise have all rights, permissions and consents necessary to post and use such Content and grant the license being granted hereunder (including, but not limited to, the right to use names, images and likenesses of any third party referenced or appearing in the Content); (b) you have all rights necessary to provide BBCR and its parent, subsidiary and affiliated entities, and each of their respective agents, representatives, licensees and assigns (collectively, “**BBCR**”) with the license and rights set forth in Section 4 below; (c) BBCR’s use of the Content as set forth in these Terms & Conditions will not give rise to any claims for any payment whatsoever, including, but not limited to, claims for royalties, re-use fees or residuals; and (d) you have complied with all applicable laws and regulations associated with acquiring and/or producing the Content. For the purposes of this Agreement, the term “**Content**” is used to collectively mean and refer to the photographs, text, graphics, moving images, sound, illustrations or any other materials (including any associated metadata or location information) that you submit. The Content also includes any profile information you allow BBCR to access from third party social media platforms (including, but not limited to, Instagram, Twitter, and Facebook) in accordance with the authorization procedures determined by the platform.
 4. You hereby grant to BBCR a nonexclusive, royalty-free, worldwide, perpetual, irrevocable and fully sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and publicly display the Content you submit, in whole or in part, in any and all media, now known or hereafter devised, including without limitation on BBCR’s social media accounts, on or in any online, mobile or other digital platforms owned, controlled or

- licensed by or on behalf of BBCR (including websites, apps and e-mail), for any purpose, including for advertising, marketing, promotional and publicity purposes. Without limiting the generality of the foregoing, this license includes, and you expressly consent to, BBCR's right to use and publicly display your name, image, likeness and persona. Nothing in this license transfers your ownership of the Content to BBCR. Nothing in this license requires BBCR to use or publish your Content in any specific way or on a specific platform or use or publish your Content at all, and all Content is subject to selection and curation by BBCR. If BBCR chooses to use or publish your Content on the Site, such Content will be deemed to have been posted at your request.
5. You agree that any statements, remarks or claims contained or depicted in your Content will reflect your honest views and experiences. When referencing or depicting brands, products or services in your Content, you further agree to disclose any material connections you may have with BBCR or other third-party brands or sellers (such as if you are an employee, paid blogger or recipient of free products/services). You also agree to provide supporting information or documentation related to these statements, remarks, claims, views and experiences at BBCR's request.
 6. You understand that you will not be paid for BBCR's use of your Content as described in these Terms & Conditions. Each of us will bear our own expenses associated with these Terms & Conditions.
 7. You agree to sign and deliver documents and take any other actions reasonably requested by BBCR to effectuate, perfect or evidence the license and rights granted to BBCR in these Terms & Conditions.
 8. You agree that you will not submit Content that:
 - infringes the rights of any other person or entity, including without limitation any patent, trademark, trade secret, copyright, right of publicity, right of privacy or any other right of another person or entity;
 - includes material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, violent, harassing, threatening, abusive, inflammatory, fraudulent or otherwise objectionable;
 - displays, describes or encourages the use of a product or service that could be offensive, inappropriate or harmful or depicts any product being used in a manner that is contrary to any instruction or warnings relating to the product; or makes or includes statements, claims or depictions about a person, company, product or service that are false or misleading.
 9. Without limiting the foregoing, you agree that in conjunction with the production of your Content, you have not inflicted emotional distress or abuse on other people, have not publicly humiliated other people, have not assaulted, stalked or threatened other people, have not entered onto private property without permission, have not impersonated any other person or misrepresented your affiliation, title, or authority, and have not otherwise engaged in any activity that may result in injury, death, property damage, and/or liability of any kind. If at any time BBCR learns, suspects or concludes in its sole discretion that you have engaged in any such activities in connection with your Content, then without limiting BBCR's other rights or remedies, BBCR reserves the right to reject or remove your Content.
 10. You understand that BBCR is not obligated to develop, produce, distribute, exploit or otherwise use the Content as permitted herein or, if commenced, to continue the development, production, distribution, or exploitation or other use thereof in any territory; and if BBCR elects not to develop, produce, distribute, exploit and/or use the Content, you shall not be entitled to any damages or other relief by reason thereof. The relationship between you, on the one hand, and BBCR and its officers, directors and employees is not a confidential, fiduciary, or other special relationship. To the fullest extent allowed by law, you hereby release BBCR and its employees, contractors, sponsors or any other person acting under BBCR's permission or authority, from any liability, claim, damage, judgment, cost, loss, expense (including reasonable attorneys' fees), by virtue of any publication or use of the Content you submit or the name, image, likeness, persona or other information you provide in connection with such Content. Finally, you acknowledge that, with respect to any claim relating to or arising out of BBCR's actual or alleged exploitation or use of any Content submitted, the damage, if any, thereby caused will not be irreparable or otherwise sufficient to entitle you to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of any production or other materials based on or allegedly based on the Content, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

11. These Terms & Conditions, including the BBCR online Terms of Use and Privacy Policy and any other policies or agreements expressly incorporated by reference therein, constitutes the entire agreement between you and BBCR in relation to the Content you are licensing. If a court finds any provision of these Terms & Conditions to be unreasonable or unenforceable in any respect, you agree that these Terms & Conditions will nonetheless be enforced to the maximum extent to which they are found by the court to be legally enforceable.
12. These Terms & Conditions will be governed by applicable federal law and the laws of the State of Washington, without reference to its choice of law rules. Nothing herein will be interpreted as a waiver of BBCR's rights to the Content under federal and state common law and statutes, including, but not limited to, rights of public domain and fair use.