

## #JONI80 SUBMISSION AGREEMENT

**IMPORTANT:** This Submission Agreement (the "Submission Agreement") is made between you and Rhino Entertainment Company, a Warner Music Group Company ("Company") in connection with your submission of photographs depicting the artist p/k/a/ "Joni Mitchell" ("Artist") which were taken by you alongside an attached personalized message written to Artist by you ("Submission Materials"). Company shall be free to exploit the Submission Materials in any manner whatsoever, including, without limitation, in any advertising, promotion and publicity in connection with the Artist in any and all media now known or devised in the future. You recognize that your signature on this release is a condition of Company agreeing to include the Submission Materials on the website connected to Artist's 80<sup>th</sup> birthday celebration available at [hbd.jonimitchell.com](http://hbd.jonimitchell.com) ("Campaign Microsite"), and you are giving this release in consideration for Company allowing you to participate in the Campaign Microsite.

BY ENTERING INTO THIS SUBMISSION AGREEMENT YOU REPRESENT AND WARRANT THAT YOU ARE OVER THE AGE OF 18 AND NOT A MINOR IN YOUR STATE OF RESIDENCE, AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SUBMISSION AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS SUBMISSION AGREEMENT, PLEASE DO NOT PROVIDE ANY SUBMISSION MATERIALS TO COMPANY.

**CRUCIAL GUIDELINES CREATING YOUR ENTRY:** FAILURE TO FOLLOW ANY OF THESE GUIDELINES MAY RESULT IN THE AUTOMATIC DISMISSAL OF YOUR SUBMISSION. You must warrant and represent that the Submission Materials do not include anything other than photographs and written material of which you are the sole author and over which you retain sole ownership. The photographs included in the Submission Material must depict Artist.

**1. License to Submission Materials.** For clarity, as between you and Company, you will retain ownership of your Submission Materials, provided, however, that if the Submission Materials incorporate any content owned by Company or any related entity, such content will continue to be owned by such entity, and nothing herein authorizes you to use such content for any purpose. Further, Company shall be the exclusive owner of all copyright and other rights in and to the Campaign Microsite, and any proprietary data therefrom, and will be able to use the Campaign Microsite which may or may not include the Submission Materials and grant others the right to the Campaign Microsite which may or may not include Submission Materials, throughout the world and in perpetuity, in any manner and in any medium now known or hereafter devised, including publicly and for profit, without payment to you or any other person or entity. By submitting your Submission Materials, you grant to Company and Warner Music Inc. a world-wide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to: (a) reproduce, distribute, transmit, perform and display (publicly or otherwise), make available to the public, adapt, modify, edit, translate, make, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of Company or Warner Music Inc., through multiple tiers) your Submission Materials, any ideas accompanying, related to, or embodied in your Submission Materials, and any materials embodying, incorporating, or derived from your Submission Materials, in any format or media now known or hereafter developed (including without limitation Internet, cable, satellite, mobile, and wireless media); (b) create derivative works from your Submission Materials and incorporate your Submission Materials into other works or into Company's, Warner Music Inc.'s, or their respective designees' products or services, including without limitation by embedding or incorporating advertisements into, before, or after, or displaying advertisements adjacent to or otherwise in connection with, the Submission Materials; (c) rate, review, evaluate, and judge your Submission Materials and permit third parties to do so; (d) exercise all copyright, trademark, publicity and other proprietary rights with regard to your Submission Materials; (e) use your name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising or promotional purposes, whether or not in connection with your Submission Materials; and (f) use your Submission Materials for the purpose of promoting the music by Artist and for any other advertising or promotional purposes. The foregoing license shall survive any termination or expiration of this Submission Agreement for any reason.

All Submission Materials will be deemed to be non-confidential and may be used on a non-restricted basis. IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS SECTION 1, PLEASE DO NOT SUBMIT ANY MATERIALS TO COMPANY.

**2. Waiver.** To the maximum extent permitted by law, you agree to forever release, discharge, and waive all claims against each of the Company, Warner Music Inc., and each of the other related entities from, and covenant not to initiate, file, maintain, or proceed upon any suit, claim, demand, or cause of action against any entity with respect to, any losses that relate in any way to this Submission Agreement or the Submission Materials, including without limitation any claim for idea misappropriation. Additionally, you hereby waive any and all rights that you may have under any laws or statutes worldwide that concern "moral rights" or "*droit moral*," in connection with your Submission Materials.

**3. Ownership of Artist Content.** All audio materials and audiovisual materials featuring Artist including without limitation any master recordings, album artwork other materials embedded or incorporated therein (the foregoing, collectively, the "Company Content"), are the sole property of Company. You acknowledge and agree that you do not and shall not have or obtain any right, title or interest in, to, or under any Company Content.

**4. Consideration.** You acknowledge that you have received good and valuable consideration in exchange for the rights granted by you hereunder in and to the Submission Materials, including without limitation the opportunity to have your Submission Materials featured on the Campaign Microsite for the Artist. You acknowledge and agree that you are not entitled to any further compensation for any use or other exploitation by Company or any other party of the Submission Materials.

**5. Representations and Warranties.**

**a.** You represent and warrant that: (i) all information that you provide, including without limitation any registration information, is and will remain true, accurate, and complete; (ii) you have the legal right and authority to enter into this Submission Agreement with Company; (iii) you have not submitted and shall not submit your Submission Materials to any other site or service, or any sweepstakes, festival, or promotion, whether online or otherwise; (iv) the Submission Materials are all your original, sole work; (v) you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under the Submission Materials and to grant the rights and licenses set forth herein, and such Submission Materials do not contain any third party content or intellectual property; (vi) you have obtained the written consent, release, and/or permission of every identifiable individual other than Artist who appears in any Submission Materials that you post, to use such individual's name and likeness for purposes of using and otherwise exploiting such Submission Materials in the manner contemplated by the Agreement, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request); (vii) the Submission Materials are not confidential and do not contain any confidential information; (viii) in creating the Submission Materials, and submitting your Submission Materials, you (A) have complied and will comply in all respects with all applicable laws, rules, and regulations and (B) have not violated and will not violate any understanding by which you are explicitly or implicitly bound (including without limitation any agreement with any third party); (ix) you will concurrently provide to Company a legible photocopy of my valid driver's license, passport or other acceptable government-issued photo identification for Company's verification and record-keeping purposes; and (x) in no event shall you have the right to enjoin the development, production or distribution or exploitation of the Artist's videos or any record relating to Artist. Company may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction.

**b.** You represent and warrant that your Submission Materials do not and shall not contain any material that, in Company's sole discretion: (i) impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity, without such person or entity's prior written consent; (ii) constitutes personally identifying information or other personal or identifying information about you or any individual; (iii) is false, deceptive, misleading, scandalous, indecent, obscene, pornographic, unlawful, defamatory, libelous, fraudulent, tortious, threatening, harassing, hateful, degrading, intimidating,

or racially or ethnically offensive, or contains nudity, pornographic images, explicit sexual themes, or graphic violence; (iv) encourages conduct that could be considered a criminal offense, could give rise to criminal civil liability, or could violate any law, or that could otherwise be considered inappropriate; (v) constitutes a virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, the site where submissions will be uploaded, or any hardware, software, or equipment; (vi) constitutes any advertising, promotional material, or other form of solicitation; or (vii) constitutes any material, non-public information about a company.

**c.** Company reserves the right (but not the obligation), in its sole discretion, to verify, whether prior to processing the Submission Materials or at any other time, that all necessary rights, clearances, consents, releases, and/or permissions in or relating to the Submission Materials have been obtained. Company reserves the right to disqualify you, and to refuse or reject your Submission Materials, if Company determines at any time, in its sole discretion, that all necessary rights, clearances, consents, releases, and/or permissions have not been obtained by you. You agree to cooperate with Company in any verification or inquiries related to the foregoing.

**d.** This Section 5 shall survive any termination or expiration of this Submission Agreement for any reason. This release shall be binding on all of your successors-in-interest and heirs. This release may not be altered or amended except in writing signed by an authorized representative of Company. This agreement shall be governed by the laws of the State of California. The parties hereto agree to submit to jurisdiction in the State of California.

**6. Indemnity.** You agree to indemnify and hold harmless Company, Warner Music Inc., and each of its related entities, and the respective employees, officers, directors, shareholders, agents, representatives, vendors, suppliers, and third party service providers of the foregoing, from and against any and all Losses arising, in whole or in part, directly or indirectly, out of or in connection with: (a) any use or other exploitation, or failure or omission to use or otherwise exploit, your Submission Materials; (b) your use of or access to, or your inability to use or access the site upon which submissions will be uploaded; (c) any breach by you of any covenant, representation, or warranty set forth in this Submission Agreement; or (d) any claim that your Submission Materials or any use or exploitation thereof caused damage to or infringed upon or violated the rights of a third party (including without limitation past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity or violation of rights related to the foregoing).

**7. Limitation of Liability.** To the extent permitted by applicable law: (a) in no event will Company, Warner Music Inc., or any other related entity be responsible or liable for any damages or losses of any kind, including without limitation indirect, incidental, consequential, or punitive damages, arising out of or related to this Submission Agreement or your Submission Materials, even if an entity related to Company has been advised of the possibility of such damages; and (b) in no event shall Company's aggregate liability arising out of or relating to this Submission Agreement (regardless of the form of action giving rise to such liability, whether in contract, tort or otherwise) exceed fifty dollars (\$50.00).

**8. Severability.** If any provision of this Submission Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other term hereof, and this Submission Agreement will be interpreted and construed as if such term, to the extent such term will have been held to be invalid or unenforceable, had never been contained herein. In addition, if any provision of this Submission Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

**9. Assignment.** This Submission Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be transferred or assigned by Company without restriction.

**10. Printed Copy.** At any time upon Company's request, you agree to execute a non-electronic hard copy of this Submission Agreement.

**11. Survival.** The licenses and rights granted and assigned by you in and to the Submission Materials, and your waiver of claims with respect thereto, shall survive any termination of this Submission Agreement for any reason. In addition, all warranties, indemnities, and all provisions of this Agreement that may reasonably be interpreted or construed as surviving the termination of this Agreement shall survive the termination of this Agreement for any reason.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

(PRINT) NAME:

\_\_\_\_\_

LIST ALL PRIOR NAMES, ALIASES, PROFESSIONAL/STAGE NAMES, ETC.: \_\_\_\_\_

\_\_\_\_\_

DATE OF BIRTH:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

TYPE OF ID: \_\_\_\_\_

**FOR USE BY PARENT OR GUARDIAN OF ANY MINOR PERFORMER:** I represent that I am a parent/guardian of the minor named above and I agree that the grant and release contained therein binds us and said minor to all of the terms thereof.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_