



**Environmental Defense Action Fund Presents
Climate Video Action Week
Campaign Terms of Use and Donation Agreement**

1. **Campaign Description.** Participation in the "Climate Video Action Week" campaign is open to any person who meets the eligibility criteria set forth below and submits an entry in accordance with and agrees to abide by these Terms of Use (each such person, a "Participant").
2. **The Sponsor.** This Campaign is sponsored by the Environmental Defense Action Fund, with its principal address at 257 Park Avenue South, New York, New York 10010 (the "Sponsor").
3. **Entry Deadlines.** The entry period for the Campaign commences at or around 12:01 a.m. ET on Monday January 25, 2010 and continues through 11:59 p.m. ET on Friday, February 26, 2010. (the "Campaign Entry Period").
4. **Participant Eligibility.** Participation in the Campaign is open to legal residents of the United States ages 13 years and older at time of entry. Any Participant who is a minor in his or her jurisdiction of primary residence must obtain the permission of his or her parent or legal guardian to participate. By participating in the Campaign, each Participant agrees to be bound by these Terms of Use.
5. **How to Participate in the Campaign.** Each potential Participant must visit [www.edf.org/ClimateVideoWeek] (the "Campaign Web Site") and completely fill out all required data fields on the registration form, agree to these Terms of Use, and follow the specific instructions for the uploading of materials to the Participant's URL, including supplying a URL from which the Participant's video can be downloaded (each video is a "Submission"). Each Participant also agrees to make an uncompressed video file of each Submission available to the Sponsor upon request.
6. **Submission Standards.** Each Submission must be a video that must be: (a) no longer than 30 seconds, and (b) submitted in either Windows Media Video (.wmv) or Apple QuickTime (.mov) format.
7. **Submission Restrictions.** Submissions, in whatever format, will be deemed ineligible and will not be considered or used in the Campaign if they include any of the following:
 - (a) any content which endorses or condones illegal drug use or alcohol abuse,
 - (b) any nudity, profanity, or violence,
 - (c) any commercial endorsements,

- (d) any derogatory characterization of any ethnic, racial, sexual, or religious group(s),
- (e) any display of any physical injury, death, or property damage or any conduct or activity that could cause physical injury or property damage or that is reasonably likely to do so,
- (f) any unauthorized use of any intellectual property that is protected by trademark, copyright, or other intellectual-property laws from any source,
- (g) any audio or video performance or depiction of any recognizable person other than Participant (unless Participant can furnish valid, written approval from such person), or
- (h) any other conduct, language, or other content deemed inappropriate by the Sponsor.

8. **Representations and Warranties.** Each Participant hereby represents and warrants: (a) that the Participant's Submission and all rights thereto become the sole property of the Sponsor and will not be returned, (b) that the Participant's Submissions are free from any lien or claim by anyone, including but not limited to any union, guild, or performance rights society, (c) each Participant has obtained all rights, permissions, and licenses necessary for the Sponsor to use the Participant's Submissions for any purpose, and (d) that no Submission by Participant or any part thereof infringes any trademark, copyright, or other intellectual-property right, or otherwise violates anyone's right of privacy or publicity.

9. **Donation of Submission.** (a) Each Participant hereby assign to the Sponsor all of his or her right, title, and interest in and to each Submission, including without limitation in all media, in perpetuity, throughout the universe, and without additional compensation. The Participant also hereby (i) grants to the Sponsor an irrevocable, exclusive, royalty-free, perpetual, worldwide, transferable, and sublicensable license to any intellectual property rights in the Submission that cannot be assigned to the Sponsor; (ii) waives any moral or similar rights in the Submission; and (iii) agrees to do any other acts that the Sponsor reasonably requests, that are necessary to carry out the assignment, licensing, or waiver of any of the Participant's intellectual property rights in the Submission.

(b) Each Participant hereby further agrees: (i) that the Sponsor may use, license, or transfer the Submission in whole or in part for any purpose whatsoever without any compensation, and (ii) that the transfer to the Sponsor of all rights in the Submission includes without limitation a grant to the Sponsor of the exclusive, irrevocable right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, broadcast, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and synchronize in timed relation to visual elements, and otherwise use, license, or transfer the materials contained in the Submission and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised, throughout the world, in perpetuity.

(c) The Sponsor grants to the Participant a revocable, nonexclusive, royalty-free license for the term of the Campaign Entry Period in order to post the Submission to YouTube or another video sharing website for purposes of participating in the Campaign.

(d) Participant's donation to the Sponsor, which is a tax-exempt organization under section 501(c)(4) of the Internal Revenue Code, is not tax-deductible as a charitable contribution for federal income tax purposes.

10. **Acknowledgments.** Each Participant acknowledges and agrees that any Submission may be made publicly available on the Campaign Web Site. Each Participant also acknowledges and agrees that the Sponsor is under no obligation to use any Submission by Participant or any materials contained in any such Submission for any purpose at any time.
11. **Disclaimers.** The Sponsor assumes no responsibility for incorrect or inaccurate information about a Submission, whether caused by any of the equipment or programming associated with or utilized in the Campaign or by any human error that may occur in the processing of Submissions to the Campaign. The Sponsor is not responsible for any failure, problem, or technical malfunction of any telephone or other network or lines, computer online systems, servers or providers, computer equipment, software, email, web browser on account of technical problems, traffic congestion or the Internet or at any web site, any combination thereof, or otherwise, including without limitation injury or damage to any Participant or to any other person's computer related to or resulting from participating in or uploading materials for the Campaign. If, for any reason, the Campaign is not capable of running as planned, including problems with any computer system caused by any computer virus, bug, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor that corrupt or affect the administration, security, integrity, or proper conduct of the Campaign or for any reason the Sponsor deems it necessary, the Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, delay, or suspend the Campaign.
12. **Release.** Each Participant hereby releases, and shall not make, any demand or other claim, or bring any suit or action, of any kind whatsoever against the Sponsor or any of its affiliated organizations or the directors, officers, employees, or agents of any of the foregoing (collectively, "Indemnitees"), for any liability, damages, costs, expenses, or other loss of any kind arising out of or relating to or otherwise in connection with the Campaign, including without limitation personal injury or damage, theft, loss, or any other harm suffered.
13. **Indemnification.** Each Participant shall at all times indemnify and hold harmless the Indemnitees from and against any and all liability, claims, damages, demands, causes of action, costs, and expenses (including reasonable attorneys' fees), no matter how caused, arising out of, or otherwise relating in any way to (a) Participant's participation in the Campaign (including without limitation any and all Campaign activities in which I participate), (b) the Sponsor's use of my Submission or any other materials Participant provides in accordance with these Terms of Use, or (c) any breach or alleged breach by Participant of any representation, warranty, covenant, affirmation, undertaking, or obligation of Participant set forth in these Terms of Use, including without limitation with regard to any copyrights or other intellectual property rights. Participant further agrees that in the event he or she brings a claim or lawsuit in violation of these Terms of Use,

Participant is liable for any attorneys' fees and costs incurred by Indemnitees in connection with such claim or lawsuit.

14. **Participants' Documentation.** The Sponsor may require each Participant (or the parent or legal guardian of any Participant who is a minor in his or her jurisdiction of primary residence) to execute and deliver (in writing):
 - (a) an affidavit of eligibility,
 - (b) a liability release releasing the Sponsor and its directors, officers, employees, and agents from any and all liability, claims, demands, and causes of action for personal injury or damage, theft, loss, or any other harm suffered in connection with the Campaign,
 - (c) documentation and releases necessary to prove Participant's unrestricted ownership in all materials contained in his or her Submission and his or her right to use such materials without limitation for any purpose and to transfer such rights to the Sponsor,
 - (d) any additional documents that are necessary to carry out the assignment, licensing, or waiver of any of the Participant's intellectual property rights in the Submission,
 - (e) except where prohibited by law, a promotional release granting the right to use his or her name and likeness for advertising and publicity purposes without additional compensation, and
 - (f) confirmation of Participant's agreement to any other provisions of these Terms of Use.
15. **Tampering.** Any attempt by any person to deliberately damage the Campaign Web Site or any related web sites or undermine the legitimate operation of the Campaign may be pursued to the full extent of the criminal and civil laws, and the Sponsor reserves the right to seek damages from any such person.
16. **Jurisdiction and Governing Law.** The New York courts (state and federal) have sole jurisdiction of any controversies regarding, and the laws of the State of New York govern, the Campaign or any Participant's donation of any Submission. Each Participant waives any and all objections to jurisdiction and venue in those courts and hereby submits to the jurisdiction of those courts.