

MTV Networks Materials Release

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY. BY SIGNING BELOW YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

The undersigned ("you(r)") hereby submits for entry in the contest entitled "VH1's Loco for Loco Roco Contest" (the "Contest") produced by MTV Networks, a division of Viacom International Inc. ("MTVN", "us" or "we") an original picture entry (in format (s): JPEG) (the "Picture Entry") for consideration. In addition to the Picture Entry, you may also submit certain personal information and/or elements, including but not limited to your name(s), trademarks, tradenames, likenesses, photographs, biographical materials and all other graphic and/or textual material to MTVN (collectively, the "Personal Materials" and together with the Picture Entry, the "Materials").

You hereby grant to MTVN the non-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, and distribute and synchronize in timed relation to visual elements, the Materials 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. You further agree, that in the event that your Picture Entry is selected as a Finalist in the Contest, you shall hereby assign to MTVN in perpetuity all right, title and interest in and to the Picture Entry, including but not limited to all copyrights thereof (and all renewals and extensions thereof).

MTVN may use the Materials to advertise, promote and publicize MTVN, any of the MTVN's worldwide programming services and/or the Contest in all media throughout the universe and may authorize others to do so; such advertising, promotion and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the Materials. MTVN may use and authorize others to use my name, voice and likeness as well of those of artists who rendered services in connection with the Picture Entry in any media for the purposes of advertising, promoting or publicizing the use by MTVN of the Picture Entry and/or any of MTVN's programming services.

You warrant and represent that: (i) you are free to enter into and fully perform all of my obligations hereunder and that you have secured all consents necessary to enter into this Agreement; (ii) the Picture Entry is an original work created by you and does not and will not violate any law, statute, ordinance or regulation, (iii) the rights granted herein will not infringe on any rights or interests of any third party; (iv) no additional consent from any parties regarding any elements contained in the Materials will be required for MTVN to exercise the rights granted to it herein; (v) you have secure all rights and clearances necessary for MTVN to exploit the Picture Entry in connection with the Program, (vi) the Materials are not and will not be defamatory, trade libelous, pornographic or obscene and; (vii) you have read and hereby agree to the VH1.com's [Terms of Use](#) and [Privacy Policy](#).

MTVN, our successors, assignees and licensees, shall have the right, but not the obligation, to use the Materials and the results and proceeds of the services provided under this agreement, all Materials provided under this Agreement, and your name, voice, likeness and biography in connection with the Contest and ancillary uses thereof, in all media in perpetuity throughout the universe, including advertising and promoting the Contest and the programming services of MTVN.

You understand that any physical materials submitted will be retained by MTVN and will not be returned to you.

You shall defend, indemnify and hold MTVN harmless from and against any and all claims, demands, losses, damages or other payments, including, without limitation, reasonable attorney fees, arising out of any breach or alleged breach of any of my warranties or representations herein.

AGREED & ACCEPTED:

Entrant Signature

Print Name

Date