

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 AND BY THE OFFICIAL RULES OF VH1's REIMAGINE THE Wii CONTEST (the "Contest")

1. The undersigned ("you(r)") hereby submits to MTV Networks, a division of Viacom International Inc. ("MTVN", "us" or "we") for entry in the Contest (an) original picture (the "Picture") for consideration. In addition to the Picture, 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, the "Materials").
 2. You hereby grant to MTVN the non-exclusive, royalty-free, irrevocable right and license to use and otherwise exploit the Materials, in whole or in part, which shall include, without limitation, the right 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.
 3. 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 (including, without limitation, sponsors and advertisers of the Contest) to use your name, voice and likeness as well as those of artists who rendered services in connection with the Picture in any media for the purposes of advertising, promoting or publicizing the Contest, MTVN and/or any of MTVN's programming services.
 4. You warrant and represent that: (a) you are a legal resident of the United States at least 18 years of age, (b) you have full right, power and authority to enter into and fully perform all of your obligations hereunder and grant the rights granted hereunder, (c) you have secured all consents necessary to enter into this Agreement; (d) you own 100% of the copyrights in the Picture and the Picture does not and will not violate any law, statute, ordinance or regulation; (e) the rights granted herein will not infringe on any rights or interests of any third party; (f) 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, including, without limitation with respect to any musical or visual elements embodied in the Materials; (g) the Materials are free and clear of any liens or claims with respect to the use of such Materials in the manner authorized herein and such use authorized herein will not give rise to any claims of infringement, invasion of privacy or publicity or claims for payment of re-use fees, residuals or license fees; all persons engaged by you to work on the Picture or appear in the Picture (i) have no payment claims, (ii) have no rights of approval or consultation and no participation rights whatsoever and (iii) are not engaged pursuant to any union or guild agreement that results in the any ongoing obligations resulting from the exploitation of the Submission; (h) the Materials are not and will not be defamatory, trade libelous, pornographic or obscene and (i) you have read and hereby agree to the terms set forth in the Official Rules of the Contest.
 5. MTVN, its successors, assignees and licensees, shall have the right, but not the obligation, to use the Materials 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.
6. You shall indemnify, defend and hold harmless MTVN, Nintendo Co. Ltd. ("Nintendo"), and each of their respective its officers, directors, consultants, employees, successors, licensees, agents and permitted assigns from and against any claim, demand, action, damages, loss, expense (including reasonable attorneys' fees) and other liabilities arising from actions brought by third parties arising from (a) any breach of any of the representations, warranties or agreements made by you hereunder or (b) a claim that the use of any or all of the Materials infringes any intellectual property right(s) of such party. MTVN shall promptly notify you of any such claim. You shall bear full responsibility for the defense of any such claim. You shall keep MTVN informed of, and consult with, MTVN in connection with the progress of any litigation or settlement of any such claim. You shall not have any right, without MTVN's written consent, to settle any such claim if such settlement obligates MTVN to make or contribute to a monetary payment; arises from or is part of any criminal or quasi-criminal action, suit or proceeding; or contains a stipulation, admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of MTVN. You shall reimburse MTVN promptly upon demand for any payment made by MTVN at any time to which the foregoing indemnity applies.
 7. MTVN shall be entitled to assign all or a portion of the rights and licenses granted herein and shall be entitled to assign this Agreement in its entirety to any person, firm or corporation acquiring ownership or control of MTVN without payment to you. This Agreement is binding upon and shall inure to the benefit of the respective licensees, successors, and assigns of the parties hereto.
 8. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and there are no other representations, understandings or agreements between the parties relative to such subject matter.
 9. This Agreement and all questions arising hereunder shall be governed by and construed in accordance with, the laws and decisions of the State of New York without giving effect to the principles thereof relating to the conflicts of law.

10. You hereby agree not to sue and irrevocably and unconditionally remise, release, waive and forever discharge MTVN, Nintendo and each of their respective parent and related companies, subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, representatives, employees, successors and assigns, jointly and individually (hereinafter collectively referred to as "Releasees"), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which you (or your assigns, agents and/or representatives) ever had, now has, or in the future may have against the Releasees including, but not limited to, claims arising out of or related to the uses described herein, the Contest and/or your decision to provide the Materials to MTVN.

11. You shall be limited to an action for money damages and you specifically acknowledge that you shall not be entitled to equitable or injunctive relief, all of which you knowingly waive. In no event shall you be permitted to prevent or inhibit the exhibition, distribution, broadcast or other use or exploitation of the Contest.

12. You forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized. You also irrevocably grant MTVN and Pepsi the right to use your name, voice, likeness and biographical material in or related to the Materials, including, without limitation, in credits, advertising, publicity and exploitative material in connection with the Contest. You agree not to issue any publicity concerning MTVN and/or any MTVN programming services.

13. You also understand and agree that there will be no residual or any other type of payment due in connection with the exploitation of the Materials.

14. You acknowledge that included within the Materials to be provided by you may be materials, proposals, suggestions, concepts and the like relating to the Contest (the "Contest Materials"). You agree as follows with respect to such Contest Materials: (a) You acknowledge both that MTVN receives numerous submissions of similar or identical concepts from many parties and/or may have already developed and/or considered similar or identical concepts to the Contest Materials and that MTVN's review of the Contest Materials is not an admission of novelty, priority or originality and (b) the adoption by MTVN of any alternative submission (as opposed to the Contest Materials) may be due to market conditions at the time at which such alternative submission is received and/or the positioning of the concept suggested by the party making the submission as well as of any inherent merit of the concept. Selection by MTVN of alternative submissions or acting on concepts already considered and/or developed by MTVN, or concepts considered and/or developed in the future, whether or not similar to the Contest Materials, shall be without obligation to you.

15. You certify that the information provided herein is complete and accurate to the best of your knowledge. Falsification of any information will cause your disqualification from the Contest. You certify that you are not an employee of, nor an immediate family member of anyone employed by MTVN, Viacom International Inc., Nintendo or any of the judges or sponsors identified in the Official Rules.

AGREED & ACCEPTED:

Entrant Signature

Print Name

Date
