



# BBB Student Video Contest

Waiver, Media Release, Disclosure of COPPA Compliance, Terms and Conditions and Parental Consent Agreement

## USE OF THE VIDEO

I, the parent, and my child understand that the videos created for the purpose of participating in the BBB Student Video Contest and submitted to the BBB will become the intellectual property of BBB Akron. I acknowledge and agree that BBB will own all rights, title, and interest, including, but not limited to, all copyrights and other intellectual property rights, in and to the contest submissions.

I have consulted my child and they agree that BBB Akron will own the video that my child submits for the purpose of entering the contest

If I am the student, and over 18 years of age, I understand that submitted videos will become the intellectual property of BBB Akron.

I understand that once this form has been submitted, BBB Akron will therefore have the right to use these videos for any purpose, commercial or otherwise, including, but not limited to the use in advertising and marketing efforts. I agree that BBB may use the videos that I submit with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, and web content.

Notwithstanding prizes provided in conjunction with the contest, I hereby acknowledge and agree I am not entitled to further compensation for the videos that I create and submit for consideration.

## LIMITATIONS OF LIABILITY/RESERVED RIGHTS

BBB shall not have any obligation or responsibility with regard to (i) submissions that contain incorrect or inaccurate information or do not comply with these rules, (ii) submissions, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer or technical error of any kind, or (iii) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties, or (iv) any damages or losses of any kind caused by any prize or resulting from participation in the contest or acceptance, possession or use of any prize.

BBB, in its sole discretion, reserves the right to disqualify any person tampering with the submission process or the operation of this website or otherwise violating these rules or any applicable law.

BBB further reserves the right to cancel, terminate or modify the contest if the contest cannot be completed as planned because of unauthorized intervention or technical failures of any sort.

## **WAIVER OF LIABILITY**

Participants in the contest shall indemnify, defend and hold harmless the participant from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that using the contest submissions in accordance with the terms and conditions therein infringes the intellectual property rights of such third party.

## **ORIGINAL CONTENT/PLAGIARISM**

Participants in the contest are responsible for securing the necessary rights to use all materials used to create submissions for the purposes of the BBB Student Video Contest.

Participants warrant that the submission is original, that it has been created by the stated authors and has not been submitted elsewhere, that the submission contains no libelous or other unlawful statements and that it does not contain any materials that violate any personal or proprietary rights of any other person or entity.

Participants in the contest shall not infringe on the intellectual property rights of any third party.

## **COMPLIANCE WITH COPPA**

BBB seeks to abide by federal regulations known as COPPA ("Children's Online Privacy Protection Act"). This law requires operators of websites and online services such as mobile apps, network-connected games, online purchasing, VOIP services, Internet-enabled gaming platforms, and location services to provide notice and obtain parent's consent before collecting personal information from children under the age of 13.

In order for your child to use the BBB Student Video Contest website to participate in BBB's Student Video Contest, certain personal identifying information, generally the student's name and email address, must be provided to BBB and the website administrator. BBB may also collect data that is not personally identifiable to track website effectiveness, traffic and other analytics. To comply with federal law, this form shall constitute formal parental notification and formal parental consent for your child to provide personal identifying information to BBB and its vendors for the purpose of facilitating participation in the BBB Student Video Contest.

## **PRIVACY POLICY**

BBB Akron is a private not-for-profit company that promotes business ethics and marketplace trust. A complete privacy policy may be found on the BBB Student Video Contest website. BBB does not intend to share the information collected with third parties other than with the vendor that administers and maintains the BBB Student Video Contest website.

## **MEDIA RELEASE**

I hereby voluntarily and irrevocably grant to BBB Akron permission to take photographs and video of me and to reproduce, use and publish my image, with or without my name, title and name of business in perpetuity for all purposes in all forms and media throughout the world.

I also release BBB Akron from any and all claims that arise from the reproduction, use and publication of my image, and waive any and all rights in or claims for compensation.

I understand that I may not be able to inspect or approve versions of my image used for publication or the written copy that may be used in connection with my image. I further understand that BBB Akron is not obligated to record or use my image.

I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for BBB Akron's use of any photographs and videos authorized by this release.

I request that BBB Akron evaluates and judges the submitted material.

No phone inquiries, please.

## **TERMS AND CONDITIONS**

These Terms and Conditions shall be governed by, construed and interpreted in accordance with the laws of the State of Ohio, USA, without regard to its conflicts of law provisions.

By entering the BBB Akron Student Video Contest, entrants release and hold the host harmless from and against any and all losses, damages, rights, claims and actions of any kind arising in whole or in part, directly or indirectly, from the competition. BBB Akron will handle the entries with care but cannot be held liable for any damages or loss during the transfer process to and from BBB Akron. BBB Akron is not responsible for any claim involving copyright or trademark infringement or payment of any royalty related to the work. Applicants are responsible for their own insurance and are not covered by BBB Akron's insurance.

By submitting your entry, you certify that you are authorized to submit this work and that all clearances, licenses, and releases necessary for use and public display or broadcast of the work have been granted for this project. Upon signing this document, you will indemnify and hold harmless BBB Akron for any liabilities and expenses in connection with any claims based on any entry submitted by you to BBB Akron.

BBB Akron retains the right to accept or decline any entry, for whatever reason, without notice or explanation.

No material deemed vulgar or pornographic by the judges will be considered. This will include material that is criminal, copied, harmful to children, contains private information of a third party, discriminatory in nature, or features any activities that reflect unfavorably on, or otherwise adversely affect the public image of BBB Akron, and the Student Video Contest. Appeals for reconsideration can be made, in writing, to the contest's hosts: BBB Akron. However, the final determination will be made solely by the contest's host.

Entering the competition constitutes permission to use the names and likenesses of the submission for publicity and promotions with no compensation. Additionally, the entry becomes the sole property of BBB Akron, and may be used in future promotions, events or marketing campaigns. Entry into the contest with a signed copy of this document grants to BBB a perpetual, non-exclusive, non-transferable license to use, maintain,

modify, enhance and create derivative works from the entry for BBB's use, and to make as many backup copies as may be necessary.

Awards will be given for first, second and third place video entries. Winners will be notified by email at the end of May 2025.

## **DELETING INFORMATION**

If you wish to delete your child's information or request additional information about how the information is used, you may contact BBB directly at [kickes@akronbbb.org](mailto:kickes@akronbbb.org). We would be happy to assist you.

You may also send a written request via mail to:  
Better Business Bureau  
388 S. Main St., Suite 302  
Akron, OH 44311

**ALL PARTICIPANTS, INCLUDING ACTORS AND TECHNICAL CREW, MUST COMPLETE RELEASE/PERMISSION FORM.**

***IF PARTICIPANT(S) ARE UNDER THE AGE OF 18, A PARENT OR GUARDIAN MUST SIGN AS WELL.***

## **Still have question?**

Visit our BBB Student Contest website at

**NEED NEW WEBSITE AND QR CODE**

Or contact our staff at [kickes@akronbbb.org](mailto:kickes@akronbbb.org)

# I HAVE READ THE SUBMISSION GUIDELINES AND QUALIFICATIONS. I ACCEPT ALL TERMS OF PARTICIPATION IN THE BBB AKRON STUDENT VIDEO CONTEST

If I am under the age of 18, my parent or legal guardian must sign below. If signing as the parent and/or legal guardian for a minor, I hereby warrant that I am the parent and/or legal guardian of the person signing this agreement and have caused such person to sign said agreement. I will indemnify BBB Akron against all claims, liabilities and expenses respecting such agreement, and that, knowing of BBB Akron's reliance on said agreement, I agree to cause said person to adhere to all of the provisions of this agreement.

## FOR PARENTS

By agreeing to the terms and conditions discussed herein, I verify that I am the legal parent or guardian of this student participant in the BBB Student Video contest.

I further warrant that my child would like to participate, so I hereby provide my written permission for to  Video Contest.

Student's Name



Parent/Guardian's Name



Parent/Guardian's Signature



Date

## FOR STUDENTS

If you, the student, are currently over the age of 18, BBB request that you sign this agreement on your own behalf and submit a copy of your drivers license for verification.

Student's Name



Date of Birth



Student's Signature

Date