



BBB High School Multimedia Contest

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

USE OF THE ENTRY

I understand that the entry created for the purpose of participating in the BBB High School Multimedia Contest and submitted to the BBB will become the intellectual property of BBB Midwest Plains ("BBB"). 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 understand that once this form has been submitted, BBB will have the right to use these materials for any purpose, commercial or otherwise, including, but not limited to the use in advertising and marketing efforts, illustration, and web content without attribution or compensation.

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 BBB 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 their contest submission or its use 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 High School Multimedia Contest. Participants warrant that the submission is original, that it has been created by the stated author 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.

COMPLIANCE WITH COPPA

BBB abides by federal COPPA ("Children's Online Privacy Protection Act") regulations. COPPA 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 to use the BBB High School Multimedia Contest website to participate in BBB's High School Multimedia 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 High School Multimedia Contest.

PRIVACY POLICY

BBB is a private not-for-profit entity that promotes business ethics and marketplace trust. A complete privacy policy may be found on the BBB High School Multimedia 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 High School Multimedia Contest website.

MEDIA RELEASE

I hereby voluntarily and irrevocably grant to BBB permission to take photographs and video of me and/or my child to reproduce, use and publish with or without my and/or my child's name in perpetuity for all purposes in all forms and media throughout the world. I also release BBB from any and all claims that arise from the reproduction, use and publication of my and/or my child's 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 and/or my child's image used for publication or the written copy that may be used in connection with my and/or my child's image. I further understand that BBB is not obligated to record or use my and/or my child's image. I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for BBB's use of any photographs and videos authorized by this release.

TERMS AND CONDITIONS

These Terms and Conditions shall be governed by, construed and interpreted in accordance with the laws of Iowa, Kansas, Missouri, Nebraska or South Dakota, depending upon the state in which the entrant resides, without regard to their conflicts of law provisions. 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, is discriminatory in nature, or features any activities that reflect unfavorably on, or otherwise adversely affect the public image of BBB or the BBB High School Multimedia Contest. Appeals for reconsideration can be made, in writing, to the BBB. However, the final determination will be made solely by the BBB. An award will be given to the first-place entry. Winners will be notified by email before the end of the school year.

DELETING INFORMATION

If you wish to delete your and/or your child's information or request additional information about how the information is used, you may contact BBB directly at communications@bbbinc.org. You may also send a written request via mail to:

Better Business Bureau
11811 P St.
Omaha, NE 68137

**ALL PARTICIPANTS, INCLUDING ACTORS AND TECHNICAL CREW,
MUST COMPLETE THIS FORM.**

I HAVE READ THE SUBMISSION GUIDELINES AND QUALIFICATIONS. I ACCEPT ALL TERMS OF PARTICIPATION IN THE BBB HIGH SCHOOL MULTIMEDIA CONTEST.

IF A PARTICIPANT IS A MINOR (UNDER AGE 18 IN IOWA, KANSAS, MISSOURI, SOUTH DAKOTA, OR UNDER AGE 19 IN NEBRASKA), THEN A PARENT OR GUARDIAN MUST SIGN THIS FORM.

FOR PARENTS

I verify that I am the legal parent or guardian of this student participant in the BBB High School Multimedia contest. I further warrant that my child would like to participate, so I hereby provide my written permission for the student below to participate in the BBB High School Multimedia Contest and agree, both on my behalf and on behalf of my child, to all terms and conditions set forth in this Agreement. I further warrant that my child would like to participate, so I hereby provide my written permission for the student below to participate in the BBB High School Multimedia 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 and reside in Iowa, Kansas, or Missouri, or are currently over the age of 19 and reside in Nebraska, the BBB requests that you sign this agreement on your own behalf and submit a copy of your driver's license or a certified copy of your birth certificate for verification of your age.

Student's Name

Date of Birth

Student's Signature

Date