

Vizi Submission Agreement

Updated January 13, 2022

Note: This is a legal agreement between you, (“Vizi Affiliate”), and Vizi365. Clicking “agree” shows your acceptance and agreement to adhere to the terms and conditions below.

As consideration for submitting an Image to Vizi365’s contest, Vizi Affiliate and Vizi365 agree to the following:

Incorporation of Prior Agreements

1. **Other Agreements Remain In Force.** By submitting an Image to Vizi365, Vizi Affiliate reaffirms their agreement to Vizi365’s Affiliate Agreement and Vizi365’s Policies and Procedures. That Agreement and the Policies and Procedures remain in force, including the Arbitration and Indemnification Clause, and apply to this transaction.

The Contest

2. **Contest.** Vizi Affiliate agrees to the Contest Rules (Section 12.1 of the P&P).
3. **Image Submitted For Entry.** By uploading the image and agreeing to this agreement, Vizi Affiliate submits the Image to the contest.
4. **Contest Prize.** If Vizi Affiliate’s Image wins the Contest, Vizi365 will pay Vizi Affiliate a Contest Prize as described in the Contest Rules.
5. **Winning Images Published In ViziMagaziness.** Vizi365 will publish winning Images in a ViziMagazine. Vizi Affiliate will not receive further remittance from ViziMagazine sales.
6. **Images Used In ViziStock.** Vizi365 will include all Images, whether those Images win in a Contest or not, in ViziStock for sale to Customers, either individually or as part of photo packages and subscriptions. Each time Vizi365 sells one of Vizi Affiliate’s Images from ViziStock, Vizi365 will pay Vizi Affiliate a 50 cent royalty as described in the Vizi Compensation Plan.
7. **Vizi365 Is Sole Authority on Contests.** Vizi365’s determinations and decisions are final on all matters relating to the Contests.

Intellectual Property Rights

8. **Vizi Affiliate's Ownership and Right to License.** Vizi Affiliate represents and warrants that Vizi Affiliate owns all intellectual property interests in the work, including all copyrights, trademarks, rights of privacy, rights of publicity, moral rights, and other proprietary rights (collectively "IP Rights") or have all necessary rights and licenses to grant Vizi365 the licenses described in this Agreement in the Image Vizi Affiliate submits and possess the right to license the Image to Vizi365. Vizi Affiliate warrants that there are no co-owners of the copyright in the Image.
9. **Ownership Remains Unchanged.** Vizi Affiliate remains the owner of the Image submitted.
10. **No Tortious Conduct Involved In Image Creation.** Vizi Affiliate certifies that neither Vizi Affiliate nor any other person associated with Vizi Affiliate engaged in any illegal or tortious behavior to create this Image. Vizi Affiliate specifically certifies that:
 - a. Neither they nor any other person associated with Vizi Affiliate harassed anyone or invade any person's privacy or private property to create this Image; and
 - b. This Image is not defamatory, libelous, or slanderous, and does not portray anyone or anything in a false light; and
 - c. That this Image is neither obscene nor illegal;
 - d. That this Image does not infringe on anyone else's "IP Rights".
 - e. That if Vizi Affiliate is not the original creator of the Image, Vizi Affiliate has legally acquired necessary copyright from the original creator through a written agreement that Vizi Affiliate will produce upon request. A sample form can be found in the Resources area of the Affiliate's account with Revolution.
11. **Consent From Depicted People or Property.** If the Image has recognizable individual(s) or properties in it, Vizi Affiliate has obtained an executed release from all relevant individuals or IP Rights holders authorizing Vizi Affiliate to create the Image and commercially exploit it. Vizi Affiliate will maintain copies of all

Image release forms and produce them to Vizi365 upon request. A sample form can be found in the Resources area of the Affiliate's account with Revolution.

Licenses

- 12. License to Vizi365.** Vizi Affiliate hereby grants Vizi365 a perpetual, non-exclusive, assignable, fully-paid, royalty-free, worldwide license to commercially exploit the Image in any format or medium without limitation; to use, reproduce, publicly display, distribute, modify, public perform, and translate or transform the Image; to present, distribute, market, or promote the Image; to modify and create derivative works based on the Image; and to sell or commercial exploit the Image while the Image is incorporated with or onto any item of merchandise or other creative work; to develop new features and services; to archive the Image; and to protect the Image.
- 13. Vizi365's Right to Sub-License.** Vizi Affiliate additionally grants Vizi365 a perpetual, non-exclusive, assignable, fully-paid, royalty-free, worldwide license to sublicense all of Vizi365's rights to third parties.
- 14. License of Vizi Affiliate's Right to Publicity.** Vizi Affiliate also grants Vizi365 the right but not the obligation to use Vizi Affiliate's name, trademarks, and trade names in connection with marketing and promotional activities.
- 15. License to Survive Termination.** These licenses will survive the termination of any relationship between Vizi Affiliate and Vizi365.

IP Rights Enforcement

- 16. Use of Image.** Vizi365 and any of Vizi365's customers will have the right, but not the obligation, to credit Vizi Affiliate with the work and to modify the work for any purpose other than illegal purposes and pornographic purposes. Vizi Affiliate agrees to waive any objections to these terms.
- 17. IP Rights Enforcement.** Vizi365 is not responsible any non-compliance or mis-use by a third party. Vizi Affiliate will follow the procedures in Vizi365's Policies and Procedures for reporting any violations related to the use of Vizi Affiliate's Images. Vizi Affiliate will take no action without Vizi365's prior written consent. Vizi Affiliate grants Vizi365 the right but not the obligation to enforce Vizi Affiliate's IP Rights against infringers.

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