

## InnoCentive Submitter Agreement

Please Read This Carefully! You and InnoCentive are agreeing to a Submitter Agreement (SA) for this particular competition only. For the purposes of this SA, "Submitter" refers to either the person creating and submitting the Submission or the person submitting the Submission on behalf of an individual under the age of 18. "Service" refers to InnoCentive's Custom Challenges web platform that all Submissions must be submitted through.

If you click "I agree" and proceed to the Submission Page for this competition, this Submitter Agreement ("SA") will be a valid and binding agreement between you and InnoCentive and in addition to the existing [Terms of Use](#) for all purposes relating to this competition. Please print and keep a copy of this SA. No provisions you may have agreed to that are specific to any other individual InnoCentive Challenge will apply.

- 1. Submissions.** As a Submitter you may submit to InnoCentive your idea (e.g., your video submission) (hereinafter referred to as a "Submission") to the InnoCentive Challenge to which this SA relates ("InnoCentive Challenge®"). InnoCentive will make reasonable efforts to provide access for your Submissions to NASA; however, if the content of the Submission is not appropriate, InnoCentive and NASA reserves the right to exclude the Submission from the competition without prior warning. In addition, by submitting your Submission you thereby agree to provide reasonable assistance and additional information concerning your Submission to InnoCentive or NASA, if requested.
- 2. Acceptance of Submission and License to Use.** InnoCentive will notify you within a reasonable period of time after the end of the submittal Period whether your Submission has been selected by NASA for an Award. NASA will judge all Submissions against the guidelines set out in the competition and determine, in its sole discretion, which Submission best addresses the competition guidelines. NASA has absolute and sole discretion to determine whether to accept your Submission, or any Submission, and whether to make an Award, or multiple Awards. Submitter acknowledges and agrees that InnoCentive is not responsible for and has no liability for selection of a winning Submission. Submitter further agrees to hold InnoCentive legally harmless in regard to selection of a winning Submitter. Submitter agrees to hold InnoCentive legally harmless for any advice it may provide as to the quality or suitability of submitted Submissions and agrees to waive any claim against InnoCentive for Submitter's failure to win an award. The meeting of the Challenge Statement guidelines does not automatically mean that the Submission will be eligible for an Award. Submissions must NOT contain or include ideas, concepts, solutions or technology in respect of which a third party owns or controls the intellectual property. Submissions and descriptions thereof may not include trademarks or trade names of corporations or entities without the permission of their owners. **By entering, you represent and warrant that:**
  - your entire Submission is an original work by you and you have not included third-party content (including, but not limited to, writing, text, graphics, artwork, logos, photographs, dialogue from plays, likeness of any third party, musical recordings, clips of videos, television programs or motion pictures) in or in connection with your Submission, unless (a) otherwise requested by NASA and/or disclosed by you in your Submission, (b) provided by NASA for use in this specific Challenge and subject to the limitations and restrictions set forth in Section 6 of this SA; and (c) you have either obtained the rights to use such third-party content or the content of the Submission is considered in the public domain without any limitations on use;**

- **you hereby indemnify NASA and any person acting on behalf of NASA against any liability, including costs and expenses incurred as a result of (1) violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any Submission furnished under this SA; or (2) any libelous or other unlawful matter contained in such Submission;**
- you have all the rights, licenses, permissions and consents necessary to submit the Submission and to grant all of the rights that you have granted to NASA hereunder, including the right for NASA to use and develop derivative works of and from the Submission;
- all persons who were engaged by you to work on the Submission or who appear in the Submission in any manner have:
  - a. given you their express, irrevocable written consent to submit the Submission for unlimited, royalty-free use, exhibition and other exploitation in any manner, for any purpose (including but not limited to public performances in one or more film festivals), and in any and all media, whether now existing or hereafter discovered, throughout the world, in perpetuity;
  - b. provided written, irrevocable permission to include their name, image or pictures in or with your Submission (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by NASA to provide permission in writing;
  - c. no claims for payment of any kind, including, without limitation, for royalties or residuals, has no approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the Submission; and
  - d. not been and are not currently under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Submission; and
- you understand, recognize and accept that NASA has access to, may create or has created materials and ideas which may be similar or identical to the Submission in concept, theme, idea, format or other respects. You acknowledge and agree that NASA shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from NASA's use of such materials. In the event that your entry is identical or similar to the Submission of another Submitter, NASA reserves the right, at the sole discretion of NASA, to either score one Submission higher than the other subject to the Challenge Statement guidelines or to randomly choose a Submission from all of those submitted which respond to the Challenge Statement guidelines.

**ALL INTELLECTUAL PROPERTY RIGHTS (e.g., COPYRIGHTS), IF ANY, IN ORIGINAL WORKS CREATED BY YOU IN ALL SUBMISSIONS (e.g., IN THE VIDEO SUBMISSION, COMPILATION, IDEA, OR CONCEPT) SUBMITTED BY YOU IN RESPONSE TO THIS CHALLENGE WILL REMAIN WITH YOU, THE SUBMITTER**

By entering, you agree that: (i) **YOU HEREBY GRANT TO NASA A FULLY TRANSFERABLE, PAID-UP, ROYALTY FREE, NON-EXCLUSIVE, IRREVOCABLE, WORLD-WIDE LICENSE IN ALL INTELLECTUAL PROPERTY (e.g., IN ANY COPYRIGHT ASSERTED BY YOU) IN ORIGINAL WORKS CREATED BY YOU IN ALL SUBMISSIONS SUBMITTED BY YOU IN RESPONSE TO THIS CHALLENGE FOR USE IN ANY MANNER, FOR ANY PURPOSE, AND IN ANY AND ALL MEDIA;** (ii) NASA and its authorized representatives have the unlimited right to alter and/or edit all Submission or any

part or element thereof; and (iii) NASA and its licensees, successors and assigns have the paid-up, royalty-free, irrevocable, right to use any and all Submissions, and the names, likenesses, voices and images of all persons appearing in all Submissions in any manner, for any purpose (including but not limited to public performances in one or more film festivals), and in any medium now known or hereafter devised throughout the world in perpetuity.

Please also be aware that your Submission(s) may not be acknowledged and will not be received or held "in confidence" and your Submission(s) does/do not create a confidential relationship or obligation of secrecy between you and any of the entities involved in this Challenge.

**3. Awards.** If NASA selects your Submission for an Award, the payment amount specified in the CineSpace Guidelines posted on the Service by NASA shall be paid to you by InnoCentive within thirty (30) days after occurrence of each of the following: 1) you are notified by InnoCentive of your Submission's selection, and 2) the completion of certain verification procedures by InnoCentive, and review and acceptance of such results by NASA, and 3) InnoCentive's receipt of Award payment from NASA. Payment of any Award is conditioned upon your cooperation with InnoCentive's verification procedures. The Award will be paid to you locally, in U.S. Dollars, or if required by your local law, in your local currency equivalent based on the foreign exchange rate in effect on the date of the disbursement by InnoCentive. InnoCentive is not responsible for payment of any Award, or any part of any Award, to any party other than to the Submitter through whom the Submission was submitted to the Service. You understand that the Award represents a complete payment, net of any local taxes or transfer fees that InnoCentive may be required to withhold, for any Accepted Submission and that you are not entitled to any other compensation of any kind. If local law does not require withholding of taxes, all taxes on Awards shall be your sole responsibility.

**4. GENERAL CONDITIONS.** NASA has the right to verify each Submitter's eligibility and compliance with this SA. NASA is a third-party beneficiary of this SA, with the right to enforce the terms and conditions hereof directly against you. Participation is conditioned on providing data required on the Service. Personal data will be processed in accordance with InnoCentive's Privacy Policy which can be located at <http://www.innocentive.com/privacy.php>. Submitters should direct any request to access, update, or correct information to InnoCentive. Neither InnoCentive nor NASA is responsible for human error, theft, destruction, or damage to Submissions, or other factors beyond its reasonable control.

Submitters should not register with multiple e-mail and/or street addresses. In the event of a dispute as to any Submission, the authorized account holder of the email address used to enter will be deemed to be the person who submitted the Submission. The authorized "account holder" is the natural person assigned an email address by an internet access provider, online service provider or other entity responsible for assigning email addresses for the domain associated with the submitted address.

**5. Representations and Warranties.** You represent and warrant that:

- All information provided by you regarding yourself and, if applicable, your business ("Submitter Information") is true, accurate, current, and complete information and you will maintain and update the Submitter Information to keep it true, accurate, current and complete.
- If you are an individual representing a business or other entity, you are authorized to enter into this Agreement on behalf of that business or entity.

- Unless otherwise disclosed in the Submission, you are the owner of the Submission and the Submission does not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property right.
- You have the right to grant the license in the Submission as required by Section 2 of this SA.

#### **6. Restrictions and Limitations on Use of NASA Materials.**

- You shall not state or imply the endorsement by NASA or by any NASA employee of a commercial product, service, or activity, or used in any manner that might mislead.
- You are informed that it is unlawful to falsely claim copyright or other rights in NASA material and therefore, you may not claim copyright or other rights in any NASA material used in any of your Submissions.
- You agree that NASA shall in no way be liable for any costs, expenses, claims, or demands arising out of your use of NASA material.
- NASA does not indemnify nor hold harmless users of NASA material, nor release such users from copyright infringement, nor grant exclusive use rights with respect to NASA material.
- NASA material is not protected by copyright unless noted. If copyrighted, permission should be obtained from the copyright owner prior to use. If not copyrighted, NASA material may be reproduced and distributed without further permission from NASA.
- If a recognizable person, or talent (e.g., an astronaut or a noted personality engaged to narrate a film) appears in NASA material, use for commercial purposes may infringe a right of privacy or publicity. Therefore, permission should be obtained from the recognizable person or talent, if the proposed use of the NASA material could be viewed as a commercial exploitation of that person. However, if the intended use of NASA material is primarily for communicative purposes, i.e., books, newspapers, and magazines reporting facts of historical significance (constitutionally protected media uses), then such uses will generally be considered not to infringe such personal rights.
- Some NASA audiovisual material may incorporate music or footage, which is copyrighted and licensed for the particular NASA work. Any editing or otherwise altering of the work may not be covered under the original license, and therefore would require permission of the copyright owner.
- NASA audiovisual material may include visible NASA identifiers (e.g., the name of the vehicle and the NASA Insignia or Logotype in photographs or film footage of Space Shuttle vehicles). Use of such materials is generally non-objectionable, provided the NASA identifiers appear in their factual context.

#### **7. Conflict.** In the case of any conflict between the terms of this SA and the Terms of Use, this SA controls.

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