

NEA CONTEST PARTICIPATION AGREEMENT AND RELEASE FORM

In consideration for the opportunity to participate in the NEA 2022 GOTV Postcard Contest (as described in the Contest Guidelines) and for other good and valuable consideration, I hereby grant National Education Association (“NEA”) and its designees the perpetual, worldwide right to use, copy, alter, distribute, publish, broadcast, edit, adapt, modify, reproduce, and promote my NEA 2022 GOTV Postcard Contest Entry (“Entry”).

I waive any right to royalties or other payment for the use of my Entry, and I also waive the right to inspect or approve NEA’s use of the Entry and other materials NEA may use with it.

I acknowledge and agree that if I am selected as a finalist in the NEA 2022 GOTV Postcard Contest, NEA may post my Entry on websites that are accessible to NEA members and/or members of the public to vote and comment on my Entry and whether it should be chosen as the winner of the NEA 2022 GOTV Postcard Contest.

I understand that, in my capacity as a participant in the NEA 2022 GOTV Postcard Contest, NEA hereby grants me a revocable, non-exclusive, non-transferable limited license to use the NEA registered trademarks identified on the attached Contest Guidelines and Application form. I agree to use these trademarks only for purposes of creating my Entry. I agree not to use the trademarks in any way that is deceptive, misleading or detrimental to the trademarks or the reputation of NEA.

With the exception of the above-referenced trademarks owned by NEA and included in the Contest Guidelines and Application form, I represent and warrant that I own all rights, title, and interest in all other materials used in my Entry. I warrant that the Entry is my original work and that, to the best of my knowledge, my Entry does not violate the rights of any third party.

I agree to indemnify and hold NEA and its designees harmless from any expense, including reasonable attorneys’ fees, arising out of any claim of copyright infringement or any other claim arising in connection with NEA’s use of my Entry. I agree not to bring any such claims against NEA or its designees at any time in the future. This includes, but is not limited to, claims for violation of publicity and privacy rights, claims based on moral rights, claims for intrusion, fraud or emotional distress, and claims for copyright or other intellectual property infringement, whether those claims may be based on statute or in common law.

This Agreement will be governed by the laws of the District of Columbia in every respect, and will be binding on me and NEA and all of our respective representatives, heirs, successors, and assigns.

This Agreement sets forth the entire understanding between me and NEA regarding the NEA 2022 GOTV Postcard Contest and supersedes all prior agreements and communications, whether written or oral, regarding the NEA 2022 GOTV Postcard Contest. I acknowledge that NEA reserves the right to change the rules of the NEA 2022 GOTV Postcard Contest upon giving me ten (10) days notice by e-mail. By participating in the NEA 2022 GOTV Postcard Contest, I agree to be bound by any change that NEA may implement upon giving me the required notice.