

## **Terms of Submission**

WSFL-TV, an Tribune Media, LLC company (“The CW South Florida”) located at 500 East Broward Blvd Suite 800 Fort Lauderdale, FL. 33394, invites you to join in on the fun with Superteachers (the “Station Program”) by giving you the opportunity to submit your own two hundred (200) word essay on why your teacher is so special (the “Submission”). Your Submission should be original and not infringe on any third party rights, including without limitation, copyright, trademark, or patent, or create claims for idea misappropriation or breach of contract. You must have the permission of any person who appears in your Submission or who you identify or otherwise refer to in your Submission. **In order to participate, you must be at least thirteen (13) years old. If you are under the age of eighteen (18) years old, you must obtain prior permission from your parent or legal guardian before submitting your Submission.**

You understand that although you may believe your Submission to be unique and novel, there may be pre-existing ideas, concepts, or proposals that are similar to your Submission. By submitting your Submission, you recognize that other persons, including The CW South Florida’s own employees, may have submitted to The CW South Florida or others, or made public, or may in the future originate and submit or make public, similar or identical ideas, concepts, or proposals that The CW South Florida may have the right to use, and you understand that you will not be entitled to any compensation because of The CW South Florida’s use of such similar or identical ideas, concepts, or proposals in any manner. You understand and agree that The CW South Florida’s use of material containing features or elements similar or identical to those contained in your Submission will not obligate The CW South Florida to negotiate with you or entitle you to any compensation if The CW South Florida determines that it has an independent legal right to use that other material for any reason (for example, because the features or elements are not new or novel, were not originated by you, or were or may hereafter be independently created and submitted by other persons, including your employees).

By submitting your Submission, you agree that your Submission may be broadcast on-air, on the Station’s website located at [www.SFLCW.com](http://www.SFLCW.com) (the “Website”) and in advertising for the Station on-air and off-air and on the Website (together, the “Materials”), and you grant The CW South Florida, its licensees, successors and assigns the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit your Submission and to incorporate your Submission in the Materials and any other works in any and all markets and media now known or hereafter devised, throughout the world in perpetuity, without additional notification, permission, approval, or compensation. You warrant that you have the sole and exclusive right to grant such rights to The CW South Florida its licensees, successors and assigns and that the reproduction, publishing, displaying, and/or other use of your Submission by The CW South Florida, its licensees, successors and assigns will not infringe on any rights of third parties, including, without limitation, copyright, trademark, patent, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract.

By submitting your Submission, you consent to the recording, use, and reuse by The CW South Florida and its licensees, successors, and assigns of your and/or your child’s actions, likeness, name, appearance, biographical material, and any other identifying information, including without limitation, any information contained in your Submission, as used, edited, altered, fictionalized, or modified by The CW South Florida, in its sole discretion, in any and

all markets and media, now known or hereafter devised, throughout the world in perpetuity, including, without limitation, in and in connection with The CW South Florida, the Website, or related sites or services, in and in connection with any television programs and other productions, and in and in connection with advertising, promotion, and publicity.

You acknowledge and agree that The CW South Florida, its licensees, successors, and assigns will be entitled to retain any and all revenue generated from any sales, licenses, assignments, and other transfers of the rights granted by you hereunder, as well as any and all revenue generated by the display of any advertising, publicity, promotional materials, or distribution rights in connection with your Submission or the Materials. Nothing in these Terms of Submission obligates or may be deemed to obligate The CW South Florida or any other person or entity to exercise any of the rights granted by you under these Terms of Submission. The CW South Florida and its successors, licensees, and assigns, will have the unlimited right to assign these Terms of Submission and the rights granted by you under these Terms of Submission at any time, in whole or in part, to any party. Your Submission may not be identifiable. The CW South Florida will have the right to make any changes to your Submission as it determines in its sole discretion. Your Submission should not contain material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive. Your Submission must be your own original work. You agree that The CW South Florida and its licensees, successors, and assigns shall have no obligation to give you credit for your Submission but in their sole discretion may elect to do so.

Your Submission will not be acknowledged or returned. You acknowledge and agree that you are sending your Submission voluntarily and not in confidence and that no confidential relationship is intended or created between The CW South Florida and/or any other person or entity, on the one hand, and you, on the other hand, by your submission of your Submission.

You understand that there will be no payment for your submission or the use of your Submission. You understand that no industry custom or practice applies to your agreement that you will not be paid for your Submission. You understand that if your Submission is selected for use, such use will not be considered an employment opportunity. If you do not want your Submission to be used and broadcast by The CW South Florida, then please do not participate. To the extent that the Website's Terms of Service, located at <http://sflcw.com/terms-of-service/> (the "Website Terms"), are not in conflict with these Terms of Submission, the Website Terms apply. These Terms of Submission shall be subject to and governed by the laws of the State of Florida, excluding its conflicts of law rules. You agree to ARBITRATE ANY DISPUTES WITH THE CW SOUTH FLORIDA, and to WAIVE JURY TRIAL and CLASS ACTIONS as more fully set forth in the Website Terms.