

**THE HEALTHY DETROIT FAMILY RECIPE CONTEST
SPONSORED BY DELTA DENTAL
PARTICIPATION, CONSENT, AND RELEASE AGREEMENT**

This Participation, Consent, and Release Agreement (this “Agreement”) is entered into as the date signed below by and between Delta Dental of Michigan (the “Sponsor”) and the undersigned.

1. I acknowledge that I uploaded the video via the www.deltadentalmi.com/recipes link. I understand that, by uploading this, I am requesting that the Video be entered into The Healthy Detroit Family Recipe Contest sponsored by Delta Dental (the “Contest”). I represent and warrant that I am of full legal age and have the right to contract in my own name. I further represent and warrant that I am the parent or authorized legal guardian of any child[ren] under the age of 18 who appear in the Video and that I have full authority to provide consent on the child[ren]’s behalf.
2. I understand that, if I am selected as a semi-finalist in the Contest, Sponsor will make the Video available on its Facebook page for public voting and I hereby consent to the use of the Video in this manner.
3. I represent and warrant that the Video is original and that nothing contained in the Video violates the intellectual property rights of any third party. I further represent and warrant that I have obtained the necessary consent of any individuals other than myself appearing in the Video and that I will provide documentation of such consent to Sponsor, if requested.
4. I understand that any personal information I provide to Sponsor with respect to myself (and, if applicable, my child[ren] and minors for whom I am a legal guardian), is subject to the privacy policies and notices set forth at <https://www.deltadentalmi.com/About/Online-Privacy-Policy>. I further understand that if I am selected as a semi-finalist, finalist or Grand Prize winner, any information collected by Sponsor with respect to myself (and, if applicable, my child[ren] and minors for whom I am a legal guardian) in connection with the Contest may be shared publicly on Sponsor’s website, on its social media sites, and in various other forms of media. I understand that, at any time, by submitting a request to lermak@deltadentalmi.com, I can review the information in Sponsor’s possession regarding my child[ren] and minors for whom I am a legal guardian and/or refuse to permit Sponsor to continue to use the Video or to collect further personal information about my child[ren] and any minors for whom I am the legal guardian, and I can request that Sponsor delete from its records the Video and any personal information it has collected about my child[ren] and any minors for whom I am the legal guardian in connection with my Contest entry. In any such request, I must include name, email address and telephone number and the child[ren]’s name.
5. Subject to the provisions of paragraph 4 of this Agreement, I, on behalf of myself (and, if applicable, my child[ren] and minors for whom I am a legal guardian), hereby grant to Sponsor and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies (the “Licensed Parties”) an exclusive, royalty free license to copy, distribute, publish, display, broadcast, perform, transmit, modify, edit, alter or otherwise use all or part of the Video in any form or media in perpetuity without limitation or condition. I understand and agree that the Video may be used in whole or in part, individually or in conjunction with other videos, photographs or images, and that neither I, nor my child[ren] nor minors for whom I am a legal guardian, as

applicable, shall have any right of approval or notice, any claim to any compensation, or any claim arising out of the use, alteration, distortion or illusionary effect or use in any composite form of the Video (including, without limitation, claims of copyright infringement). I hereby waive any right to inspect and approve the editing or posting of the video by any of the Licensed Parties. I understand that nothing contained herein shall obligate any of the Licensed Parties to make any use of or publicly display the Video.

6. Subject to the provisions of paragraph 4 of this Agreement, I, on behalf of myself (and, if applicable, my child[ren] and minors for whom I am a legal guardian), hereby grant the Licensed Parties, an unrestricted, absolute, universal, perpetual, non-royalty bearing, and transferable right and license (but not any obligation) to use, copy, transmit, distribute, display, modify, perform, present, publish, transform, create works and derivative works, and otherwise promote or utilize my name, image, likeness, voice, words and/or other personal attribute(s) or other personal and biographical information (and, if applicable, those of my child[ren] and minors for whom I am a legal guardian) (collectively, "Personal Attributes"), captured, photographed or otherwise recorded in connection with the Contest, in any medium or format whether now or hereafter existing, for any purpose whatsoever, and without any consideration or notice to or consent by me or any third party. I, on behalf of myself (and, if applicable, my child[ren] and minors for whom I am a legal guardian), hereby forever and irrevocably waive any rights any of us may have in or to any of the foregoing. I understand and agree that such materials may be used in whole or in part, individually or in conjunction with other videos, photographs or images, and neither I, my child[ren] nor minors for whom I am a legal guardian, as applicable, shall have any right of approval or notice, any claim to any compensation, or any claim arising out of the use, alteration, distortion or illusionary effect or use in any composite form of any of our respective Personal Attributes (including, without limitation, claims based upon invasion of privacy, defamation, right of publicity, and/or false endorsement under the Lanham Act).

7. I, on behalf of myself (and, if applicable, my child[ren] and minors for whom I am a legal guardian), and anyone who obtains any rights from or through any of us, hereby forever and irrevocably release and discharge the Licensed Parties from any and all liability, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys' fees and costs) arising out of or in any way related to participation in the Contest or attendance at any Contest-related activities, by myself (and if applicable, my child[ren] or minors for whom I am a legal guardian), including, but not limited to any claim, action, suit or demand brought by any third party by reason of or in connection with my (and, if applicable, my child[ren] or minors for whom I am a legal guardian) participation in the Contest.

8. I understand and agree that this Agreement and the Official Sweepstakes Rules constitute the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior agreements with respect to the subject matter hereof, and may not be altered or waived except by a writing signed by both parties. This Agreement shall be governed by the laws of the State of Michigan applicable to contracts executed and to be fully performed therein.

ACCEPTED AND AGREED:

Signature: _____

Name (please print): _____

Address: _____

E-mail address: _____ Phone No.: _____

Date: _____

Name(s) of child[ren] appearing in Video:
