

Terms & Conditions for Valentine's Music Dedication Program User-Generated Content (UGC) (the "Terms")

This document includes the terms and conditions for submitting user-generated content for The Music Center's Valentine's Music Dedication Program (the "Program"). These terms and conditions are entered into between you and [the Performing Arts Center of Los Angeles County] ("The Music Center"). Please read these terms carefully.

- 1. Submission Agreement:** By submitting any content in connection with the Program (your "Content"), including text, audio, images, or videos, you agree to adhere to these terms and conditions and by The Music Center's Privacy Policy found at [musiccenter.org/about/privacy-policy/]. If you do not want to agree to these Terms of Use [or the Privacy Policy], you must not submit any Content. In order to submit Content, you must be at least 18 years of age or older and reside in the United States or any of its territories or possessions, and by submitting any Content you represent and warrant that you are of legal age to form a binding contract with The Music Center and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not submit Content.
- 2. Display and Acknowledgment:** Upon submission via a form, social media channel, Google voice message, or other channel, you acknowledge and agree that The Music Center or its designees may display or broadcast your Content on The Music Center's publicly available websites, social media channels, email newsletters, and other channels, as well as on The Music Center's on-site video screens and audio speakers. You understand that others can view, copy, and re-share your content on various digital platforms.
- 3. License Grant:** By submitting your Content, you grant The Music Center, its affiliates, or its or their licensees, service providers, employees, agents, officers, directors, successors, or assigns (the "Licensed Parties") with respect to the Content, the unrestricted, absolute, perpetual, worldwide, royalty-free, irrevocable right to reproduce, copy, modify, edit, create derivatives of in whole or in part, display, perform, exhibit, transmit or broadcast the content in any and all manner and media through the world. The Licensed Parties may also use your name, whether in original form as submitted by you or in modified form, in connection with the Content, in its sole discretion.
- 4. Release:** You hereby waive all rights and release and discharge The Licensed Parties from, and shall neither sue nor bring any proceeding against any such parties for, any claim, demand or cause of action whether now know or unknown, for defamation, invasion of right to privacy, publicity or personality or any other matter based upon or relating to the use and exploitation of the Content. You understand and acknowledge that you are responsible for any Content you submit and you, not The Licensed Parties, have full responsibility for such Content, including its legality, reliability, accuracy, and appropriateness.
- 5. Representations and Warranties:** You represent and warrant to The Music Center that: a) you are the legal owner of all intellectual property rights in the Content; b) you won't submit private or confidential information to The Music Center without permission of the owner of such information;

c) You agree to indemnify The Music Center against any third-party claims related to the content; and
c) the Content does not contain any material that is unlawful, abusive, harassing, threatening, violent, hateful, inflammatory, libelous, defamatory, indecent, obscene, pornographic, profane, that promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, that promotes any illegal activity, that impersonates any person or misrepresents your identity or affiliation with any person or organization, or that is otherwise objectionable.

6. **Content Selection:** The Music Center reserves the right to choose which Content is displayed in its digital channels and physical audio/visual facilities or that it otherwise uses in the Program. The Music Center has no obligation to use or continue to use any Content, and The Music Center may choose to hide Content from its digital channels and audio/visual facilities. The Music Center reserves the right to edit Content for length and clarity.
7. **Limitation of Liability:** You acknowledge and agree that The Licensed Parties have no control over and shall have no liability for any damages resulting from the use or misuse by any third party of information voluntarily made public through any use of applications, social media channels, and/or websites. Your participation in the Program and your submission of Content, including if you choose to include any personally identifiable information in the Content, is at your own risk. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE LICENSED PARTIES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM OR YOUR SUBMISSION OF CONTENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
8. **Indemnification.** You agree to defend, indemnify, and hold harmless the Licensed Parties from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or arising out of or relating to your Content.
9. **Governing Law and Jurisdiction.** All matters relating to the Program, these Terms, your Content, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, the Program, these Terms, or your Content shall be instituted exclusively in the courts of the State of California located in the City of Los Angeles, although The Music Center retains the right to bring any suit, action, or

proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.