

## Submission Terms

WCAU, 10 Monument Road, Bala Cynwyd, PA 19004, and NBCUniversal Media, LLC, 30 Rockefeller Plaza, New York, NY 10112 (collectively, "NBCU") and Philadelphia Eagles, LLC ("Sponsor"), invite you to join in the fun with The Eagles Fight Song Submission Campaign (the "Campaign") by giving you the opportunity to submit a video of you or your group singing "Fly Eagles Fly" (the "Submission") through nbcphiladelphia.com, the NBC10 app, or your personal social media account(s) including, without limitation, Facebook, Twitter, Instagram, or Snapchat ("Social Media") using the hashtag #flyeaglesfly and tagging @nbcphiladelphia, where applicable. Your Submission should be original. You must have the permission of any person who appears in your Submission, and/or who you identify in your Submission, to appear in your Submission, and you represent and warrant that such person has read, understood and agrees to be bound by these Submission Terms. You must have the written permission of any person who assists you with the filming of your Submission and you represent and warrant that such person has read, understood, and agreed to be bound by, these Submission Terms. **In order to participate, you must be at least eighteen (18) years old. If you are submitting a video of a minor, you must be the parent or legal guardian of any minor who appears in your Submission.**

### Submission Guidelines:

- a. Your Submission must not contain or reference any brand names, products or services of any company or any third party trademarks, copyrights (other than with respect to Fly Eagles Fly), logos, trade dress or promotion of any brand, product or service.
- b. Your Submission must not contain any personal information (e.g., your or any other person's name, e-mail address or phone number); if the Submission contains personal information, it is your sole responsibility to remove all such personal information before posting it at nbcphiladelphia.com, on the NBC10 app, or on Social Media.
- c. Your Submission must not contain content, images or other material that is misleading, indecent, offensive, violent, sexually explicit, tortious, disparaging, defamatory, slanderous, or libelous, or that depicts an unsafe practice.
- d. Your Submission must not contain content, images, or other material that reflect, advocate, or promote bigotry, racism, hatred, harm, or exploitation of or against any class, group or individual, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- e. Your Submission must not contain content, images, or other material about politics, religion, gambling, illegal substances, alcohol, tobacco, use of firearms or sedition.
- f. Your Submission must not contain content, images, or other material that is in violation of any applicable federal, state or local laws or regulations.
- g. Your Submission must be submitted in compliance with the format and other terms and conditions set forth on the Website (defined below) and applicable Social Media accounts used to submit your Submission; such requirements being made a part of these Submission Terms and incorporated herein by reference.

**By submitting your Submission, you hereby agree to the following terms and conditions:**

Your Submission may be broadcast on-air, on the Campaign's website located at nbcphiladelphia.com (the "Website"), on the Campaign's Social Media accounts including, but not limited to, Facebook, Twitter, Instagram, or Snapchat, and in advertising for the Campaign on-air and off-air and on the Website and on Sponsor's and its affiliates' and its and their licensees', successors' and assigns' websites, Social Media accounts including, but not limited, to Facebook, Twitter, Instagram, Snapchat and other digital channels (together, the "Materials"), and you grant NBCU, its licensees, successors and assigns and Sponsor, its affiliates and its and their 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 NBCU, its licensees, successors and assigns and Sponsor, its affiliates and its and their licensees, successors and assigns, and that the reproduction, publishing, displaying, and/or other use of your Submission by NBCU, its licensees, successors and assigns and/or Sponsor, its affiliates and its and their 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, airing, use and reuse by NBCU, its licensees, successors and assigns and Sponsor, its affiliates and its and their licensees, successors and assigns, of your Facebook, Twitter, Instagram, Snapchat or other Social Media account user name, your voice, actions, likeness, name, appearance, profile photograph, performance, biographical material, and any other identifying information, including, without limitation, any information contained in your Submission or Social Media profile, as used, edited, altered or modified by NBCU, its licensees, successors and assigns, and Sponsor, its affiliates and its and their licensees, successors and assigns, in its/their sole discretion, in any and all media now known or hereafter devised, throughout the world, in perpetuity, including, without limitation, in and in connection with NBCU and Sponsor, its affiliates and its and their licensees, successors and assigns 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 for NBCU and for Sponsor, its affiliates and its and their licensees, successors and assigns.

You acknowledge and agree that NBCU, its licensees, successors and assigns, and Sponsor, its affiliates and its and their 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 Submission Terms obligates or may be deemed to obligate NBCU or Sponsor, its affiliates and its and their licensees, successors and assigns or any other person or entity to exercise any of the rights granted by you under these Submission Terms. NBCU, its successors, licensees and assigns, and Sponsor, its affiliate and its and their licensees, successors and assigns will have the unlimited right to assign these Submission Terms and the rights granted by you under these Submission Terms at any time, in whole or in part, to any party. You agree that NBCU, its licensees, successors and/or assigns, and Sponsor, its affiliates and/or its and their licensees, successors and/or assigns shall have no obligation to attribute to you or otherwise 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 NBCU, Sponsor, its affiliates or its or their licensees, successors or assigns 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 and 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 employment or an employment opportunity. If you do not want your Submission to be used and broadcast by NBCU, its licensees, successors and assigns, and/or Sponsor, its affiliates and/or their licensees, successors and/or assigns, then please do not participate.

To the extent that the Website's Terms of Use, located at [nbcphiladelphia.com](http://nbcphiladelphia.com) (the "Website Terms"), are not in conflict with these Submission Terms, the Website Terms apply. These Submission Terms shall be subject to and governed by the laws of the State of New York, excluding its conflicts of law rules.

**You agree to ARBITRATE ANY DISPUTES WITH US and to WAIVE JURY TRIAL and CLASS ACTIONS as more fully set forth in the Website Terms.**