

COMPETITION AGREEMENT
Project Mars Competition
SciArt Exchange

I am the Participant, and I am either:

- a. 18 years of age or older and fully competent to sign this Agreement or
- b. a minor whose parents or legal guardian have executed the Agreement on my behalf.

In consideration of the educational and enrichment opportunities afforded participants and any prizes that may be awarded, I hereby:

- a. Accept and comply with all of the terms of the competition as set forth below, and with any/all applicable laws, regulations and rules appertaining to this competition;
- b. Agree that the competition may be publicized and my Artwork, name, country of origin, Statement of Originality and photograph (if provided) or biography (if requested) may be distributed without limitation by any means, and that I shall not receive any compensation for participation other than any awards;
- c. Agree that the competition may use part or all of my Artwork to reproduce, prepare derivative works, publish, distribute copies to the public either free of charge or in exchange for donations, and perform or display publicly for all purposes deemed appropriate to SciArt Exchange. Similarly, SciArt Exchange may distribute the Artwork through a variety of media, including but not limited to print, television, internet, or any other means, for non-profit purposes.
- d. Indemnify and hold harmless SciArt Exchange, the judges and the sponsors of the competition and all of their affiliates, partners, relevant officers, directors, employees, agents, representatives, and any teachers/mentors assisting me in submittal of this entry form against all expenses, damages, costs and losses, including attorney's fees, court costs and any other loss or liability whatsoever, arising from any breach of these terms and conditions or otherwise related to my submittal of its entry or other participation in the competition, whether arising in contract, in tort, or otherwise, and whether or not resulting from negligence on the part of SciArt Exchange, the artwork judges or the sponsors of this competition.

I understand and agree that SciArt Exchange may modify its terms and conditions at any time with or without further notice to me. I further understand that the artwork judges established SciArt Exchange have the right, in their sole discretion, to disqualify and remove any entry that does not comply with the terms and conditions of this competition.

I confirm that I am the owner and creator of any material submitted for this competition and that my entries do not infringe on any person's privacy rights. I affirm that my entries do not contain trademarked or copyrighted material owned by others, or stock images, nor do they breach any trademark, copyright, or other intellectual property right of any other person. Where applicable, I have obtained proper permission to photograph any subjects portrayed in my entries and accept all responsibility and liability for such authorization or permission. I understand that in the spirit of an international educational activity, no entries will be accepted that, in the sole opinions of SciArt Exchange and the artwork judges, are offensive, vulgar, or derogatory of others or unlawful in any manner.

I understand and agree to pay any taxes on awards or prizes (if received and if any are applicable) or costs associated with participation in the competition or in connection therewith.

I understand and accept that it is my sole responsibility to:

- a. Protect my own personal or confidential information that I may provide in the process of submitting this entry; and to
- b. Protect any entries or submissions against image manipulation by any third party, and that SciArt Exchange and the artwork judges assume no liability for such misconduct by others.

I further agree that I retain the right to copyright my Artwork, and SciArt Exchange acknowledges that I retain full ownership of any copyright or other intellectual property rights in such entry. In consideration of the educational and enrichment opportunities afforded by participation in the activity, I hereby grant SciArt Exchange, NASA and their assignees a world-wide, royalty-free, non-exclusive, non-transferable license to use the Artwork for the purposes of this Agreement. SciArt Exchange shall reproduce and include any copyright notice and marking on all copies.

This Agreement and these terms shall be interpreted in accordance with the English language in the common usage of the United States of America.

I agree that the laws of the State of Texas and of the United States of America shall apply to the interpretation of this Agreement and that any disputes in connection therewith shall be brought forth in the courts of Harris County, Texas or the Southern Texas District Court, 5th Federal Circuit, and I hereby consent to the jurisdiction of such court(s). I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A LEGALLY BINDING AND EFFECTIVE AGREEMENT UPON MY SIGNATURE BELOW.