**PUBLICITY AND INTELLECTUAL PROPERTY RELEASE:** Participation in the "Smurfiest Pets Selfie Generator" implies the participant's (hereafter referred to as "Owner") consent, granting to FarmHouse Fresh (hereafter referred to as "Sponsor") and its designees the following rights:

- 1. To print, publish, and broadcast worldwide in any current or future media, the Owner's entry, name, image, voice, opinions, and biographical details, including but not limited to their hometown and state.
- 2. To use quotes attributable to the Owner and any elements of the Owner's pet's persona for promotional and advertising purposes without further compensation, permission, or notification.
- 3. To include the Owner in a list for retargeting via email or any Sponsor app, except where prohibited by law.

## BY SUBMITTING A PET SELFIE PHOTO, the Owner agrees that:

- All submissions made to the Sponsor in connection with the "Smurfiest Pet Selfie Generator" are non-confidential and non-proprietary, excluding personally identifiable information as defined in the Sponsor's Privacy Policy (available at <u>https://farmhousefreshgoods.com/policies/privacypolicy</u>).
- 2. The Sponsor has the unrestricted right to edit, use, reproduce, publish, and distribute these submissions in any media without any obligation or compensation to the Owner.
- 3. The Owner grants an irrevocable, worldwide license to the Sponsor to use the submissions perpetually. If the Sponsor uses the submissions, the Owner is not entitled to any credit, consideration, or payment.
- 4. All rights under copyright or other intellectual property rights related to the submissions shall belong solely to the Sponsor. The Owner agrees to execute any documents requested by the Sponsor in this regard.
- 5. If any use of the submissions by the Sponsor results in liability to a third party, the Owner agrees to indemnify the Sponsor and its affiliates, agents, employees, and representatives from any associated costs or damages.

**GOVERNING LAW AND JURISDICTION:** Any disputes arising out of or in connection with these terms shall be governed by the laws of the State of Texas. All disputes shall be resolved in the courts of the State of Texas.

**CONTACT INFORMATION:** For any queries or concerns regarding these terms, please contact us at <u>customercare@farmhousefreshgoods.com</u>.

**OPT-OUT OPTIONS:** Owners who wish to opt-out from being included in the retargeting list may do so by sending an email to <u>customercare@farmhousefreshgoods.com</u>.

**LIMITATION OF LIABILITY:** Except in jurisdictions where such provisions are restricted, the Sponsor will not be liable for any indirect, special, incidental, consequential, or exemplary damages arising out of or in any way relating to this agreement or the use of or inability to use the services, including without

limitation damages for loss of goodwill, work stoppage, lost profits, loss of data, and computer failure or malfunction, even if advised of the possibility of such damages and regardless of the theory (contract, tort, or otherwise) upon which such claim is based.