

5th ANNUAL GOOD VIBRATIONS™ INDEPENDENT EROTIC FILM COMPETITION
Declaration of Eligibility and Release

Entrant Name: Age:

Phone #:

Submission Title: E-Mail:

Mailing Address: Attention

Street:

City:

State/Province: Zip/Postal Code:

Country:

Prize :

The prize will be awarded for the following as detailed:

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- **PEOPLE'S CHOICE AWARD: \$1,500**

In exchange for receiving the Prize indicated above (the "**Prize**") in connection with the First Annual Good Vibrations Independent Erotic Film Competition (the "**Contest**"), the Entrant indicated above ("**Entrant**") hereby makes the following representations, warranties, and covenants to Good Vibrations, ("**Sponsor**") and any co-sponsors identified on the official Contest page of Sponsor's website at <http://www.goodvibes.com> (the "**Contest Site**"), their parents, subsidiaries, and affiliates, and their officers, directors, employees, representatives, and agents (each a "**Co-Sponsor**"). 1.

Acceptance. As a winner of the Contest, Winner understands that Winner is free to refuse acceptance of the Prize, but Winner has decided to accept the Prize and agree to the terms of this Declaration of Eligibility and Release (this "**Release**"), including the Official Rules provided by Sponsor.

Representations. Entrant hereby represents and warrants that:

Entrant has read and understands this Release and the Official Rules;

Entrant is at least eighteen (18) years of age, and Entrant is in sound health and has no physical or mental disability that would create any unusual risk or harm to Entrant or to others from Entrant's acceptance and use of the Prize ;

Entrant is not Sponsor, a Co-Sponsor, or any other person involved with the design, production, execution or distribution of the Contest.

Entrant is otherwise eligible under the Official Rules to enter the Contest and receive the Prize and has all necessary authority to execute this Release;

The social security or taxpayer ID number indicated above is Entrant's correct number for all income tax reporting purposes;

In preparing the Entry, entering and participating in the Contest, and accepting the Prize, Entrant has complied and will comply in all respects with the Official Rules, including without limitation 18 U.S.C. §2257, and has not violated any confidentiality, employment, consulting, intellectual property assignment, or license agreement;

The Entry consists entirely of Entrant's own original work in which Entrant holds all necessary rights, including without limitation copyrights, trademark rights, and rights of publicity, and neither the Entry nor the duplication, distribution, display, performance, use, or other exploitation of the Entry will infringe or misappropriate any intellectual property or other proprietary rights of any individual or entity, including without limitation any copyrights, trademark rights, rights of publicity, or privacy rights;

Entrant will not use Sponsor's or any Co-Sponsor's name, trademark, logo or other information of Sponsor or Co-Sponsor in connection with the Entry or in connection with any other film, including without limitation in connection with the Entry's promotion, performance (other than in the Contest), or commercial exploitation; and

All other information indicated above is true and complete in all respects.

Understandings. Winner understands and agrees that:

The award of the Prize to Winner and Winner's use of the Prize shall be in strict compliance with the Official Rules and this Release;

Winner is solely responsible for complying with any and all applicable federal, state, provincial, local, or other laws or regulations and for bearing any personal income, VAT, or other taxes, fees, insurance, surcharges or other costs relating to the Prize;

Winner is accepting the Prize "AS IS";

Winner has a right to consult with an attorney before signing this Release.

Property. Entrant understands that, pursuant to the Official Rules, when Entrant submitted Entry, Entrant granted to Sponsor an irrevocable, royalty-free, perpetual, right to edit, publicly display, perform, use the Entry in connection with the Contest. Entrant hereby reaffirms such right. Entrant also understands that neither Sponsor nor any Co-Sponsor is required to make any use of the Entry.

Publicity. Entrant understands that, pursuant to the Official Rules, by entering the Contest Entrant consents to the use by Sponsor of any information related to the Contest, including the film, film stills, professional bio and photo that Entrant submits for that purpose. Entrant understands that materials submitted become the property of Sponsor and will not be returned. All consents and permissions granted by Entrant under this Section are called the "**Permission**". The Permission does not include the right to identify Entrant as an endorser of any products or services of any person associated with the contest except Sponsor and Co-Sponsors or as Entrant may otherwise agree. Entrant understands that there is no compensation other than the Prize for the Permission or any appearances Entrant might make in connection with the Permission.

Release. Entrant releases and holds harmless Sponsor, Co-Sponsors, and each of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, and representatives from any and all responsibility or liability arising out of or relating to: (a) the Contest or the showing of any film entered in the Contest; (b) any entries that have been tampered with or that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible; (c) computer, telephone, cable, satellite, network, hardware, or software malfunctions or failures; garbled or jumbled transmissions; or Internet or website accessibility or delays; (d) printing or typographical errors in any Contest-related materials; (e) any other technical or human errors occurring in connection with the Contest; (f) any violation of the Official Rules; and (g) the Permission or use of the Permission by Sponsor or any Co-Sponsor (collectively, the "**Causes**"). Winner agrees never to sue or initiate legal action against Sponsor or any Co-Sponsor regarding any type of loss or injury Entrant might suffer if that loss or injury arises out of or relates to any of the Causes.

General. This Release, together with the Official Rules, represents Entrant's entire agreement with Sponsor or Co-Sponsors relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements or understandings between Entrant and Sponsor or Co-Sponsors relating to that subject matter. Entrant agrees that this Release and the Official Rules will be interpreted by, and enforced in accordance with, the laws of the State of California and applicable U.S. federal law, without regard to any conflict of laws principles. Entrant irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California, and waives any objection thereto.

ENTRANT HAS READ THE ABOVE RELEASE, FULLY UNDERSTANDS ITS TERMS, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ENTRANT. To indicate Entrant's consent to the representations and agreements written above, Entrant has signed this Release on the date indicated.

Entrant's Signature:

Submission Title:

Print Name:

Date: