

## **Arkansas Soybean Promotion Board – Terms and Conditions for User Generated Content**

Thank you for considering this request! By responding to our request in any affirmative manner including replying with a hashtag supplied by our previous message, or by uploading content to our websites, mobile sites, or social media sites (“Website”), you are making a Submission (as defined below) to The Arkansas Soybean Promotion Board and/or its direct and indirect affiliates (collectively, "ASPB," "we," or "us") and you agree to the following Terms and Conditions.

The Website allows you or us to upload photographs, posts from social media sites, and other content (“Submission”). If your Submission is selected by ASPB, it may be displayed or appear on the Website or in other marketing, advertising or promotions together with your name and other identifying information provided, including without limitation any social media identifier, handle or profile picture. ASPB’s privacy policy is located at <https://www.themiraclebean.com/privacy-policy/>

You hereby grant us a non-exclusive, royalty-free, worldwide, perpetual, transferable, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute and display any Submission in whole or in part, as well as your name and other identifying information, including without limitation any social media identifier, handle, profile picture, image, likeness, posts, statements or other information available or provided by you, in any form, media, or technology, whether now known or hereafter developed in connection with the ASPB marketing, advertising and promotional activities referred to above.

By making or agreeing to a Submission, you promise the following:

- that you are 18 years or older;
- that if children are depicted in the Submission, you are the parent/guardian with legal responsibility of any minors depicted in the Submission;
- that you own or otherwise control the rights to your Submission and any and all elements thereof;
- that you have the rights from any and all third parties appearing in such Submission to use their names, images or likenesses and any other third party-owned elements as necessary in and as part of your Submission; and
- that your Submission does not infringe or violate the rights of any third parties, including, but not limited to, intellectual property rights, copyrights, trademarks, rights of publicity/privacy, patent, trade secret or confidentiality obligations.

You acknowledge that ASPB is not responsible for, and has no liability for, any use of all or any part of a Submission. You agree to hold harmless and release ASPB, along with its respective officers, directors, employees, agents, assigns, licensees and successors, from any and all claims, demands, or causes of action (collectively “claims”) that you or your heirs, representatives, executors, administrators, or any other persons acting on your behalf or on behalf of your estate have or may have, whether now in the future, relating to the use of your Submission, including without limitation, any claims of defamation, invasion of privacy, rights of publicity or copyright, or any other right you may have.

ASPB reserves the right, at its sole discretion, to edit any Submission and to choose to include, not include or remove such Submission from its Website or in any other materials where the Submission may appear.