

# Music Together® Photo and Video Submission Agreement

You must enter into this Agreement if you want to submit digital images or other content to Music Together, LLC (d/b/a Music Together Worldwide). When you submit digital images, video, or other content you are signifying your agreement with and acceptance of all terms and conditions of this Submission Agreement that govern your legal and contractual relationship with Music Together.

This is a legal contract ("the Agreement") between you and Music Together, LLC ("Music Together").

By submitting any image or video file to Music Together or any of Music Together's various marketing and social media channels you indicate your agreement to all of the following terms and conditions.

As used in this Agreement, "we" or "Music Together" means Music Together, LLC. and "you" means the individual or entity submitting materials to Music Together. Any individual or entity that wants to submit content to Music Together must accept the terms of this Agreement without change.

1. **Eligibility.** You may only submit Materials to Music Together, LLC for which you hold all intellectual property rights. In other words, if you submit a digital image to us, you must own all rights to such image or you must have the authorization of the person who does own those rights. The Service is limited to parties that lawfully can enter into and form contracts under applicable law. Minors may not submit Materials to Music Together.
2. **Definitions.** As used in this Agreement, (a) "Affiliates" means any entity controlled by, in control of, or under common control with Music Together, (b) "Materials" means all content that you submit to Music Together, including all photographs, illustrations, graphics and text, and (c) "Media" means any means of conveying information, whether now known or hereafter devised.
3. **Ownership.** You hereby certify that you own all rights in any image or other file that you upload to this website (the "Files") or email to any email address owned by Music Together (or any email address ending with "@musictogether.com"). You agree to indemnify Music Together and its officers and employees against any claims, damages or any other costs whatsoever related to any claim of copyright infringement related to the Files.
4. **Use of the Files.** You acknowledge and agree that Music Together may use these images in internal and external marketing materials and on Music Together's social media channels and partner media channels. Music Together cannot guarantee that anyone who shares the Image or Video files will comply with Music Together's terms. Music Together accepts no responsibility for ensuring such compliance, and accepts no liability for any failure to comply.
5. **Disclaimer of Liability.** Music Together accepts no liability whatsoever for any loss, expense, cost, or claim; or for any direct, indirect or consequential damages that may arise in connection with your submission to this website or your submission of Files.
6. **License Grant for Materials.** You hereby grant to Music Together and its Affiliates a worldwide, nonexclusive, royalty-free, perpetual right and license to (a) reproduce, distribute, transmit, publicly perform and publicly display the Materials, in whole or in part, in any manner and Media, (b) modify, adapt, translate and create derivative works from the Materials, in whole or in part, in any manner and Media, and (c) sublicense the foregoing rights, in whole or in part, to any third party, with or without a fee.

7. **License for Name, Trademarks and Likenesses.** You hereby grant to Music Together, its Affiliates and sublicensees a nonexclusive, worldwide, royalty-free license to use all trademarks, trade names, and the names and likenesses of any individuals that appear in the Materials. You grant Music Together, its Affiliates and sublicensees the right to use the name that you submit in connection with the Materials.
8. **Communications.** Music Together and its Affiliates may communicate with you in connection with the Service, electronically and in other Media, and you consent to such communications regardless of any "Customer Communication Preferences" (or similar preferences or requests) you may have indicated on the web sites of Music Together or its Affiliates or by any other means.
9. **Jurisdiction.** This Agreement is subject to the laws of the State of New Jersey without giving effect to its conflict of laws principles. The courts of the State of New Jersey shall have exclusive jurisdiction over any disputes.
10. **Changes to Agreement.** We reserve the right to change any of the terms of this Agreement or any Specifications or Guidelines governing the Service at any time in our sole discretion.
11. **Entire Agreement.** This page contains the entire agreement relating to your uploading of the Files.

**Questions or comments.** If you have any questions or comments about this Agreement please contact [marketing@musictogether.com](mailto:marketing@musictogether.com).