

Video Submission Terms

BY SUBMITTING THE VIDEO, IMAGES, SOUNDS AND/OR LIVE-STREAM (COLLECTIVELY, "VIDEO CONTENT") YOU ARE ABOUT TO SUBMIT, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("SUBMISSION TERMS").

In consideration for Okizu's consideration of your submission of Video Content, you grant Okizu and its assignees, licensees, successors in interest, legal representatives and heirs a worldwide, non-exclusive, irrevocable, perpetual, sub-licensable, transferable, royalty-free, and fully paid-up right and license to use, copy, adapt, modify, distribute, transmit, stream, broadcast, publicly perform, reference, store, cache, license, sell, transfer and otherwise exploit (including through its distribution channels) the Video Content for promotional and marketing purposes. You hereby waive any right to inspect or approve the Video Content or printed or electronic matter that may be used in conjunction with such content now or in the future and you waive any right to royalties or other compensation or attribution arising from or related to the use of the Video Content. You also grant Okizu the right to use your first name, last initial, and state of residence in connection with the Video Content, although Okizu will have no obligation to use your name or credit you in any way in its use of the Video Content.

You hereby warrant, represent, and guarantee that you are the exclusive owner of all rights relating to the Video Content, including but not limited to a representation and warranty that the Video Content does not infringe or violate the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party. In addition, you represent and warrant that you (1) have received and will maintain the necessary consents, permissions and approvals from the owner(s) of any premises where the video will be filmed and (2) will receive and maintain the necessary consents, permissions and approvals from anyone who appears in or is heard in any of your Video Content, including without limitation (i) permission for their image and/or voice to appear in that Video Content and (ii) permission for that Video Content to be submitted to us pursuant to these Submission Terms and the license above. You agree to indemnify and hold harmless Okizu and its directors, officers, employees, and agents from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any of your acts or omissions, including the breach of any warranty, representation, or guarantee.

Any dispute arising under this agreement or in connection with the Video Content shall be resolved by binding arbitration before a single arbitrator at JAMS in accordance with JAMS rules, at the San Francisco Office of JAMS. You acknowledge that this agreement to arbitrate results in a waiver of your right to a court or jury trial for any claim. This also means that you are giving up your right to appeal and that your rights to discovery will be limited to those available under the JAMS rules. You acknowledge that, before signing this agreement and agreeing to binding arbitration, you are entitled, and have been given a reasonable opportunity, to seek the advice of counsel.

By clicking I Agree, you represent and warrant that you have full power and authority to agree to these Submission Terms, including without limitation the power and authority to grant all rights and licenses relating to the Video Content. It is at the discretion of Okizu to decide whether and how to use the Video Content. Okizu claims no ownership of your Content.