

Terms & Conditions for Project Purple Light Campaign Participation

This document (the "Agreement") contains important legal terms in addition to the Terms & Conditions relating to the use of Barefoot Wine's ("Barefoot") social media pages or websites operated by Barefoot. This Agreement applies to you if you submit art for consideration to be featured and showcased by Barefoot via #ProjectPurpleLight. You are referred to in this Agreement as the Artist or as You.

You should read this Agreement carefully, and we advise You to print and retain a copy for your reference.

By submitting your work of art ("Your Work") to #ProjectPurpleLight for consideration by Barefoot and Summit21, You accept this Agreement. If You do not agree with the terms of this Agreement, then You must not submit Your Work to #ProjectPurpleLight, Barefoot Wine, or Summit21.

This Agreement and the Terms and Conditions relating to the use of Barefoot's social media pages and websites constitute the entire agreement between You and Barefoot in relation to the initial submission of Your Work and supersedes and replaces any previous document, correspondence, conversation or other written or oral understanding relating to the subject matter of this Agreement.

1. By submitting Your Work, warrant, represent and covenant that:

(a) You have the right, power and authority to make and enter into and fully perform this Agreement and to grant to Barefoot all of the rights granted herein. You are not subject to any obligation or disability which will or might prevent You from fully keeping and performing all of the covenants and conditions to be kept or performed by You hereunder, and You have not made and will not make any grant, assignment, commitment or do or permit any act which will or might interfere with or impair the full and complete performance of your services or Barefoot's full and complete enjoyment and exercise of the rights and privileges granted herein;

(b) Your Work (including the original version and any reproductions) is original to You, has not been exploited in any manner or medium and has not been reproduced, promoted or sold for any commercial purposes and that You are the sole owner and are in possession and control of the original version of Your Work;

(c) Your Work (including the original version and any reproductions) is not in the public domain throughout the universe, and does not infringe upon or violate the right of privacy of, or constitute a libel, slander or unfair competition against, or violate any common law right, copyright or any other right of any person or entity;

(d) There are no liens, claims or encumbrances which might conflict with or otherwise affect any of the provisions of this Agreement or Barefoot's promotion or exploitation of the Material (and all rights therein) in any and all media whether now known or hereafter devised, throughout the universe, in perpetuity;

(e) Neither your services nor Your Work are subject to any union or collective bargaining agreement and You shall not have any rights or privileges (nor Barefoot any obligations) as specified in any union or collective bargaining agreement;

(f) You shall be solely responsible for obtaining any and all required licenses, permissions and consents from third parties that may be required in connection with Barefoot's exercise of the rights granted herein including, without limitation, Your Work.

2. You agree to indemnify and hold harmless Barefoot, all related employees and its officers, agents, designees, successors, assigns and licensees from and against any and all liabilities, claims, costs, damages, and expenses (including attorneys' fees and disbursements) arising out of or in connection with a breach or alleged breach of the covenants, warranties and representations contained in this Agreement.
3. In no event shall Barefoot be liable to You for any damages, including any lost profits or savings or anticipated profits or savings, loss of data, loss of opportunity, loss or reputation, goodwill or business, or any consequential, special, incidental, or indirect damages of any kind arising out of Barefoot's acceptance or rejection of Your Work, Barefoot's or Summit21's display of Your Work, or the failure to provide these services, or arising from the operation of Barefoot's social media pages, Barefoot's Websites, or the content of the Websites, or the exploitation of Your Work, or as a result of the exercise or inability to exercise the rights granted to Barefoot hereunder or as a result of the termination or expiry of this Agreement, even if Barefoot has been advised of the possibility of such damages in advance.
4. You agree to execute any documents and to do any other acts as may be required by Barefoot or its assignees or licensees to further evidence or effectuate Barefoot's rights hereunder. Upon your failure promptly to do so within five (5) business days following your receipt of Barefoot's request, You hereby appoint Barefoot as attorney-in-fact for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation.
5. You hereby grant Barefoot the right to use and/or exploit Your Work and any and all rights therein in the development, production, exploitation, distribution, marketing, advertising, promotion and publicity, or otherwise by any manner, devices and means, in any and all media, whether now known or hereafter devised (including, but not limited, to social media, press releases, advertising and public relations materials), in perpetuity, throughout the universe.
6. Barefoot shall have the right to issue and authorize others to issue publicity concerning You, and the right to use your name, likeness, voice, signature, social media handle, and biographical data in connection with the distribution, exhibition, advertising and exploitation of Your Work or otherwise.
7. Barefoot shall not be required to pay royalties directly to the You for display, reproduction or derivative works based on Your Work.
8. Barefoot may, in its discretion, make such changes, adaptations, dramatizations, translations, editing and arrangements of Your Work, or any part thereof, and Barefoot shall have the right to copyright any such versions in its own name and retain all rights therein, whether now known or hereafter devised, throughout the universe, for the full term of copyright protection therein (and to renew and extend any such copyright thereon), and Barefoot may cause the title of the work to be changed. You hereby waive all rights of "Droit Moral" and/or so called "moral rights of authors" or any similar rights or principals of law which You may now or later have in Your Work.

9. Barefoot shall have the right, at any time, to assign or otherwise transfer this Agreement, in whole or in part, or any or all of Barefoot's rights or obligations hereunder to any third party. This Agreement may not be assigned, transferred or encumbered by You, in whole or in part, by operation of law or otherwise, without Barefoot's prior written consent, and any such assignment without Barefoot's consent will be deemed ineffective.
10. This Agreement shall be subject to the laws of the State of California applicable to contracts entered into and to be wholly performed therein without regard to principles of conflict of laws. All claims, disputes or disagreements which may arise out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the state courts of the State of California, Stanislaus County.
11. In the event of any breach or alleged breach by Barefoot hereunder, Your rights shall be limited to an action at law for money damages, if any actually suffered. In no event shall You be entitled to terminate or rescind this Agreement or to restrain, enjoin or otherwise impair the production, distribution, advertising, publicizing or exploitation of the Material or related rights, or any rights therein.
12. Nothing contained in this Agreement shall be construed to create a partnership or joint venture by or between Barefoot and You or make either the agent of the other.
13. The parties hereby agree that those customary provisions which are normally included in agreements of this type are deemed included herein (including, without limitation, those relating to, incapacity, force majeure, labor dispute, suspension, breach and termination).