

# WHO DEY CUTOUTS

## TERMS AND CONDITIONS

By purchasing the Who Dey Cutouts (the “Product”), you hereby agree as follows:

1. The image you submit for the Product may be (but is not guaranteed to be) visible on television broadcasts of Cincinnati Bengals (the “Club”) home games and in film, photographs and recordings of such games.
2. You may only submit your photo or a photo of an individual from whom you have obtained express permission to submit a photo under these Terms and Conditions. Pictures of celebrities, persons of notoriety or other third parties, in each case, that the Club reasonably believes are not your picture or a picture of someone from whom you have obtained express permission may be rejected and the Club will not be obligated to refund the purchase price.
3. All photos submitted must comply with the Photo Submission Guidelines.
4. In exchange for the possibility of appearing in television or other media distributions of one or more of the Club’s home games (collectively, “Productions”), you hereby agree, on behalf of yourself and your personal representatives, heirs, successors, assigns and next of kin, as follows:
  - a. You hereby assign to the Club, the National Football League, each of its member football clubs, NFL Ventures, Inc., NFL Productions LLC, NFL Ventures, L.P., each of their respective parents, direct and indirect subsidiaries, affiliates, successors and assigns, and each of their respective sponsors, licensees and broadcast partners (collectively, the “NFL Entities”), all right, title and interest throughout the world in perpetuity in and to the images you provide to the Club for the Product (the “Images”), including, without limitation, all intellectual property, trademark and copyright rights.
  - b. You, on behalf of yourself and any other individual depicted in the Images, hereby grant the NFL Entities the irrevocable, perpetual, worldwide and royalty-free right, but not the obligation, to use the name, image, likeness, voice, biographical information and any other information you submit with an Image of and about any individuals depicted in the Images (the “Personal Information”), and the Images, in the Product, the Productions and in connection with any other marketing and promotion of the Club, the National Football League and the other NFL Entities and their business operations, and in the exhibition, distribution, advertising, transmission, reproduction, sublicensing and/or other exploitation thereof, in whole or in part, by any means now known or hereafter devised. You acknowledge that the Images and Personal Information may appear in broadcasts and other distribution of Club home games (including, without limitation, in clips, highlights, replays and other portions of the games distributed online, in social media and otherwise), and that neither you nor any other person depicted in an Image shall be entitled to any compensation or any right to approve the use of the Images or Personal Information. You hereby waive all rights of inspection or approval and any moral rights.
  - c. You hereby represent and warrant that (i) you are at least 18 years of age, (ii) you are the sole owner of the rights you are granting herein or have the express authorization of the rightsholder, and (iii) you have the express permission of any person depicted in an Image to

submit that Image and Personal Information to the Club and to grant the rights set forth herein.

- d. You hereby release and discharge the NFL Entities, and each of their respective shareholders, members, partners, officers, directors, employees, agents, representatives (collectively with the NFL Entities, the “Released Parties”), and agree to indemnify and hold the Released Parties harmless from and against, any and all claims, demands, actions, obligations or liabilities arising out of or in connection with the use, display, editing, production, distribution, transmission, sublicensing or reproduction of the Images or Personal Information, including, without limitation, any claims for copyright infringement or invasion of privacy or publicity.
5. These Terms and Conditions are intended to be as broad and inclusive as permitted by law and if any portion of these Terms and Conditions is determined to be invalid, the remainder will continue in full legal force and effect. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. Any dispute, claim or cause of action in any way related to these Terms and Conditions or the Product shall be resolved by mandatory, confidential, final and binding arbitration in Cincinnati, Ohio. By purchasing the Product you hereby agree that all disputes shall be arbitrated on an individual basis and waive any right to litigate or arbitrate any claims as a class action, representative action, or class arbitration. If you do not consent to this clause, you may not purchase the Product. This clause is governed by the Federal Arbitration Act.