Carver Center Foundation

2027 CARVER CELEBRATION MEDIA CONTEST

SUBMISSION REQUIREMENTS/LICENSE AND CONSENT

Dear Carver Center Student:

We are very excited that you will be participating in this year's Carver Celebration and contributing your artwork!

As you probably know, the primary purpose of Carver Celebration is to exhibit, explore, and celebrate the many talents and achievements of our students in all 11 of Carver Center's "primes." Because you will be contributing your artwork, we want to make sure we agree on the terms of your contribution and how we may use your artwork and to confirm your consent about the use of your name and photo or other likeness.

When we refer to "artwork" we are including creative works from all of Carver Center's 11 primes. In some instances, these may include works of visual or literary art, vocal or instrumental music, or dance or acting performances or other theatre-related works but are certainly not limited to these "traditional" areas and include works in the fields of carpentry/building & construction, cosmetology, culinary arts, and information technology/AI//interactive media production.

In other words, "artwork" includes *everything* Carver Center has to offer! In some cases, this artwork consists of tangible works; in other cases, it takes the form of an audio or visual performance, either live or previously recorded. Regardless of the form or manifestation, though, it is all "artwork" – and is all encompassed within the scope of the paragraphs that follow.

Set out below are the terms regarding the use of your artwork and your consent to use your name and photo or other likeness. By contributing your artwork, you (and, if you are under 18, your parent/guardian) are agreeing to the following:

1. Nonexclusive License to Use Your Artwork. You hereby grant to the Foundation the *nonexclusive*, perpetual, and irrevocable right and license to use, reproduce, and display your artwork (and photographs and other images and recordings of your artwork) in connection with the Celebration and for any and all other purposes (whether or not related to Celebration) as the Foundation may from time to time determine. These uses and purposes extend to using images of your artwork (including video recordings of your artwork) on the Foundation's website, in communications with prospective donors and others both inside and outside the Carver Center community, in any and all mediums of communication, and otherwise as the Foundation deems appropriate and extends to any form or medium. For example, the Foundation may use images of your artwork, including audio or video recordings of your artwork, to publicize the efforts of the Foundation and the activities and opportunities available to present and future students of Carver Center. You acknowledge that this right and license is granted without compensation, in the form of royalties or otherwise.

2. Consent to Use Your Name and Likeness. You further authorize the Foundation to use your name and your photograph or other likeness in connection with your artwork or any display of your artwork, and you hereby waive any and all privacy rights relating to such use, including those that may arise under state or federal statutes or rules, in connection with such use.

3. You Retain Ownership and Other Rights. Finally, we expressly acknowledge that the right and license to use, reproduce, and display your artwork is *not* exclusive to the Foundation and that *you retain*

all rights of ownership in your artwork, including all copyrights and all rights to use and display your artwork as you see fit and to license its use to anyone else you may choose. If your artwork consists of one or more tangible items (such as paintings, drawings, or other tangible items such as works of carpentry), you retain ownership of these items.

4. Handling of Items. The Foundation will take care in the handling of any tangible items you entrust to us in connection with Celebration, but you agree not to hold the Foundation (or any of its officers, directors, or volunteers) responsible for any loss of or damage to such items.

Thank you for supporting this year's Carver Celebration! We are deeply grateful for your participation.

In Community,

Leo Downey
President