

Partnership for a Drug-Free New Jersey
New Jersey Shout Down Drugs®

Copyright License, Copyright Assignment & Talent Release

This Copyright License, Copyright Assignment and Talent Release (the "Agreement") is made effective as of the latest date written below by and among Partnership for a Drug-Free New Jersey ("PDFNJ"), a New Jersey not-for-profit corporation, with corporate headquarters at 155 Millburn Avenue, Millburn, New Jersey 07041, and _____, an individual high school student residing in New Jersey, or a musical group, comprised of not more than six (6) high school students, each a resident of New Jersey (the "Contestant");

Name of individual performer OR name of group

WHEREAS, PDFNJ is sponsoring a statewide drug prevention song writing competition, to be held among high school students in the State of New Jersey, called *New Jersey Shout Down Drugs®* (the "Competition");

WHEREAS, Contestant, as a participant in the Competition, has created and will submit to PDFNJ original music and lyrics (the "Song"), entitled _____, including an audio recording (the "Recording") and printed lyrics (the "Lyrics") thereof (collectively and individually, "the Song"), to be judged on the basis of the Contest Rules;

WHEREAS, Contestant as a participant in the Competition, may be selected to publicly perform the Song in one or more concerts, of which video, audio, and/or photographic recordings (the "Concert Recordings") may be made;

WHEREAS, PDFNJ will promote the Competition, future similar competitions and/or PDFNJ's anti-drug message through various mediums that may include the Song, the Lyrics, Contestant's name, likeness, image, voice, appearance and/or Recording, as defined herein (the "Promotional Material").

WHEREAS, three (3) entries, as judged on the basis of the Contest Rules, will be selected ("Winner") to receive monetary prizes;

WHEREAS, the songs submitted by the three (3) Winners may be produced by PDFNJ for distribution to, and possible play by, commercial radio stations.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the possibility of winning substantial prize money and obtaining media exposure from participation in the Competition, the receipt and adequacy of which is hereby acknowledged, PDFNJ and Contestant hereby agree as follows:

1. Creation of Works/Power and Authority

Contestant represents and warrants that the Song in its entirety is the original creation of Contestant, that Contestant has the full and unrestricted right to enter into this agreement and to grant PDFNJ all of the rights granted to PDFNJ herein. Contestant further warrants that PDFNJ's exercise of its rights granted by Contestant shall not infringe upon the copyright or other property, privacy or contractual right, or other rights of, or constitute unfair competition

with, any third party, and that Contestant is not restricted by any commitments to third parties, and that PDFNJ has no financial commitment or obligations to Contestant as a result of this Agreement.

2. Ownership of Recording and Lyrics

Contestant acknowledges and agrees that PDFNJ has full and sole ownership rights to the Recordings and typed Lyrics and is under no obligation to return the Recordings or typed Lyrics, or furnish copies thereof to Contestant.

3. License of Rights of Copyright

Contestant hereby grants PDFNJ an irrevocable, royalty-free, non-exclusive, worldwide license to use, reproduce, prepare derivative works based upon, distribute copies of, and publicly perform the Song or excerpts therefrom including the Recording, Lyrics, music, or both, including without limitation the right to perform and/or broadcast the Song and/or the Recording by radio broadcasting, television, digital, audio broadcasting, video concert or any and all means, whether now known or which may hereafter come into existence, without charge or royalty. PDFNJ agrees that all such uses of the Song, Lyrics, and/or Recording shall be solely in connection with PDFNJ's promotion of the Competition or any future similar competitions, or PDFNJ's promotion of its public service anti-drug message.

4. Assignment of Copyright by Winners

In the event that Contestant is a Winner, Contestant hereby assigns, transfers and conveys, irrevocably and forever to PDFNJ and its successors and assigns, all of the Contestant's right, title and interest, now or hereafter existing, throughout the world, in and to all rights of copyright in and to the Song, including and without limitation:

- a) All rights of copyright now existing or hereafter enacted or in force;
- b) All of such rights in all electronic and other media and methods of communication and production now existing or hereafter invented or used in any manner whatsoever anywhere in the world in perpetuity;
- c) The rights of reproduction, distribution, display, public performance, preparation of derivative works or other change to the Song in any way;
- d) Any and all renewals and extensions of all rights of copyright that may be secured under laws now in existence or hereafter enacted or in force in the United States of America or in any other country or countries, and the right to apply for and secure such renewals and extensions in PDFNJ's name and for PDFNJ's sole benefit.
- e) All rights under any laws relating to moral rights, artists' visual rights or other and similar laws now existing or hereafter enacted or in force;
- f) All of such rights without name or other credit to or of Contestant;
- g) The right to license, distribute, assign or transfer any right, title, interest or intellectual property in the Song, or otherwise to dispose of the Song or any portion thereof for any purpose and in any manner; and

- h) The right to sue and to recover for any and all past infringements of any intellectual property rights in or pertaining to the Song.

5. Assignment of Work Already the Subject of Copyright Application and/or Registration

In the event that the Song submitted by Contestant is the subject of an existing copyright application or copyright registration and the Contestant is a Winner, the Contestant will assign all right, title and interest in and to the copyright application or copyright registration for the Song to PDFNJ, in a form to be provided to Contestant by PDFNJ (the "Assignment"). Failure to execute the Assignment shall disqualify the Contestant from the Competition, thereby nullifying the Contestant's selection as a Winner, making Contestant ineligible to receive or collect any benefits to be conferred upon a Winner of the Competition, including but not limited to monetary prizes and media promotion.

6. Rights Retained by Non-Winner Contestant

In the event that the Contestant is not a Winner, the Contestant shall retain all rights to the Song, including ownership of all rights of copyright and the right to use or license the Song as Contestant sees fit, provided that any subsequent sale, licensing, or other transfer by Contestant of rights in the Song shall be subject to and limited by the rights granted to PDFNJ herein.

7. Talent and Publicity Rights Release

Contestant understands that the Promotional Material and Concert Recordings may include Contestant's name, likeness, image, voice and appearance.

- a) Contestant grants PDFNJ and their designees the perpetual, worldwide, royalty-free right to use Contestant's name, likeness, image, voice, and appearance as embodied in the Promotional Material and Concert Recordings whether recorded on or transferred to videotape, film, slides, photographs, audiotapes or other media, now known or later developed. This grant includes without limitation the right to edit, mix or duplicate, and to use or re-use the Promotional Material and Concert Recordings in whole or in part as PDFNJ may elect. PDFNJ or its designee shall have complete ownership of the Promotional Material and Concert Recordings in which Contestant appears, including all rights of copyright, and Contestant acknowledges that Contestant has no ownership or other interest in the Promotional Material and Concert Recordings.
- b) Contestant also grants PDFNJ and its designees the right to broadcast, exhibit, publicly display, market and otherwise distribute the Promotional Material and Concert Recordings, either in whole or in part, and either alone or with other products, for non-commercial television or theater, closed-circuit exhibition,
- c) internet, home video distribution, radio or any other purpose that PDFNJ and or its designees in its sole discretion may determine.

8. Release/Indemnity

Contestant and Contestant's successors and assigns hereby release and forever discharge PDFNJ and its successors and assigns, and its former, present and future parents,

subsidiaries, officers, directors, shareholders and employees, from any and all causes of action, liabilities, debts, damages, judgments, executions, rights, obligations and any claims whatsoever, including, but not limited to, claims for compensation of any kind in connection with PDFNJ's use of the Song, Lyrics, Recording, Promotional Material or Concert Recordings as set forth herein.

9. Entire Agreement

All agreements, covenants, representations and warranties, expressed or implied, oral or written, of the parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

10. Authority

- a) If Contestant is an individual: Contestant represents that (s)he has full legal authority and ability to sign this agreement on Contestant's own behalf and represents that Contestant is at least 18 years of age. If Contestant is younger than 18 years of age, Contestant's parent or legal guardian must sign and thereby represents that (s)he has full legal authority and ability to sign this agreement on behalf of Contestant.
- b) If Contestant is a musical group: Each group member of Contestant represents that (s)he has full legal authority and ability to sign this agreement on his/her own behalf and represents that (s)he is at least 18 years of age. If any member of the Contestant group is younger than 18 years of age, that group member's parent or legal guardian must sign and represents that (s)he has full legal authority and ability to sign this agreement on behalf of that group member.

Contestant or Contestant's Parent or Legal Guardian has read the foregoing and understands its terms and stipulations and agrees to all of them.

DO NOT SIGN BELOW
For PDFNJ Use Only!!

****If contestant is under the age of 18,
read Paragraph 10 carefully.***

Partnership for a Drug-Free New Jersey

Signature of PDFNJ Representative

Name

Title

Date

**Contestant or
Contestant's Parent or Legal Guardian**

Signature

Print Name

Date

Student's Name: _____
Please print

Signature lines for any additional Group Members

**If contestant is under the age of 18,
read Paragraph 10 carefully.*

**Contestant or
Contestant's Parent or Legal Guardian**

Signature

Print Name

Date

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