

By entering my creation (“Creation”) into the Visionary Voices competition (“Competition”), I acknowledge and agree to the following:

1. I represent and warrant that, at the time of submission, I am at least 14 years of age, am currently enrolled in high school, secondary school or the international equivalent, and have approval from my parent/guardian to enter into the Competition. I understand that I will not be eligible to be selected as the winner of the Competition (“Winner”) if The Savannah College of Art and Design, Inc. (“Organizer”) determines, in its sole discretion, that it is unable to confirm my compliance with this paragraph or Agreement. I authorize Organizer to contact my educational institution to confirm enrollment.
2. I represent and warrant that (a) the Creation was developed by me, is my original work and does not infringe upon any patent, copyright, trade secret or other proprietary rights of others; (b) I am the sole and exclusive owner of the Creation, subject only to the rights herein assigned; and (c) I have not previously granted and will not grant any rights in my Creation to any third party that are inconsistent with the rights granted herein. Upon request by Organizer, I will provide source files, prompts, process documentation or any other verification needed by Organizer to confirm compliance with this paragraph.
3. I irrevocably grant to Organizer and its partners a nonexclusive license in perpetuity to license, sub-license, and publicly display images of the Creation for advertising, marketing, publicity, and promotion of the Competition, the Organizer and its designees, and for its internal business purposes, as well as the right to create derivative works based on the Creation, in whole or in part, and the right to use my name, image, likeness, demographic information or other indicia associated with me solely for the same purposes.
4. I understand that, if I am selected as a Winner, I, my parents and/or my legal guardians will be solely responsible for paying for any applicable federal, state and local taxes related to my receipt and acceptance of a prize (“Prize”) and for ensuring that I am legally permitted to accept the Prize. I understand that my parents and/or guardians and me will need to sign an agreement with Organizer prior to accepting the Prize and that my or my parents/guardian’s refusal to sign will render me ineligible to receive the Prize.
5. I agree to receive emails, text messages and phone calls from Organizer regarding my Creation, the Competition and Organizer using the contact information I provided with my submission. Message and data rates may apply. I understand I can unsubscribe at any time.
6. I, on behalf of myself, and my heirs, executors, and assigns, hold harmless, release, and discharge Organizer and its respective officers, directors, employees, agents, parent, subsidiaries, affiliates, shareholders, successors, and assigns from any and all claims, demands, lawsuits, expenses, injuries (including death), losses, damages, and any other liability of any kind, of or to me or any other person, my property, or my rights of privacy or publicity, directly or indirectly arising out of or in connection with the Competition, Creation and/or Prize, and use of my name, biographical information, and likeness (as permitted above), even if due to the negligence, omission, or other fault of Organizer.
7. I agree to indemnify, save, defend and hold harmless Organizer and Organizer’s trustees, students, officers, directors, agents, designees, assignees, licensees, attorneys, subsidiaries, affiliates, employees or representatives from and against any and all liability, direct or indirect, demands, judgments, claims, threatened claims, damages, losses and expenses (including, without limitation, attorney’s fees) arising or resulting from the Competition, Creation, and/or Prize.
8. I agree that this agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Georgia, notwithstanding its conflict of laws principles.
9. I understand that any and all disputes between Organizer and me arising out of or related to the Competition, Creation and/or the Prize, including without limitation, any dispute involving the interpretation, application, or compliance with the terms and conditions of this agreement, shall be settled on an individual basis in binding arbitration in Fulton County, Georgia. No dispute may be brought as a class or collective action, and I agree that I will not act as a class or collective action representative or participate as a member of a class of claimants with respect to any dispute. The binding arbitration shall be conducted in accordance with the Federal Arbitration Act in accordance with the commercial arbitration rules then in effect with the American Arbitration Association. The final decision of the arbitrator may be enforced by any court of law having jurisdiction over the matter.