



## Content Submission Terms & Conditions

Corel Corporation ("Corel", "Us", "We, or "Our") has established a mechanism for individuals to submit content to Corel for the opportunity to be chosen to have their talent and creativity showcased in our products, through various marketing campaigns and social media platforms. These Content Submission Terms & Conditions (these "Terms") are between Corel and the individual person desiring to submit such content to Corel (referred to herein as "Work", as more specifically defined below) ("You" or "Your"). By submitting Your Work to Corel, You acknowledge, understand, and agree that You are creating a binding legal obligation between You and Corel as set forth in these Terms. If You do not agree to these Terms, do not submit Your Work to Corel.

### Definitions

Capitalized terms used in these Terms shall have the meanings ascribed to them below or as defined in context herein.

- **Associates** means Corel's subsidiaries and/or affiliates, and its or their respective employees, officers, directors agents, delegates, licensors, business partners, and other third parties that Corel may engage with from time to time.
- **Social Media Site** means any online application, online platform, or website, which has a primary focus of promoting and engaging in social interaction by and among its Users and allows its Users to publish and share content.
- **User** means any person that is a registered user of Corel products, subscribes to any Corel services, is a member of any Corel product community, or follows or is a member of any Social Media Site owned, managed, or created by Corel.
- **Work** means any artwork, illustration, photograph, video recordings, vocal or sound recording, vector graphic, computer graphic, and/or template, as well as any accompanying documentation, description, credits, and captions to the original work, including all derivative works, adaptations, or variations of same.

### 1. Representations and Warranties

You represent and warrant to Corel that:

- a. You are of sufficient legal age to create binding legal obligations for any rights You may grant, and to assume any liability that You may incur as a result of Your submission and/or use of the Work by Corel. If You are not of sufficient legal age, You have obtained the permission of an authorized parent or legal guardian.
- b. The Work You are submitting is Your original creation. If You submit the Work on behalf of another person, You have the authority to bind that person to these Terms.
- c. The content of the Work does not contain material that:
  - can be considered offensive, abusive, illegal, pornographic, threatening, or obscene;
  - can be considered misleading, slanderous, libelous, illegal, or defamatory;
  - promotes or commits an illegal act of any kind, includes personal data of Users or other third parties, solicits personal data of Users or other third parties, or is fraudulent or deceptive; or
  - infringes, violates, or misappropriates any rights of any third parties, or applicable laws, rules, or regulations, including the posted rules of any Social Media Sites owned, managed, or created by Corel where Your Work may be published.
- d. You own all rights, title, and interest in and to the Work, including all copyright, trademark, rights of privacy, rights of publicity, moral rights, and other intellectual property rights. To the extent permitted by law, You specifically waive any moral rights with respect to the Work. If no waiver is permitted, You agree not to enforce any moral rights against Us, Our Associates, or Our Users.
- e. You have obtained the required licenses and/or consents from any third party that may be represented, depicted, referenced, pictured, or otherwise embodied in Your Work (including but not limited to any copyrightable material, trademarks, logos, recognizable persons, distinctive property or images, and/or music). Upon written request from Us, You agree to provide any written legal releases for such material in Your Work from the relevant third party, in a form satisfactory to Us.
- f. You have complied with all applicable laws applicable to the creation and/or submission of the Work.



## **2. Grant of Rights to Corel**

By submitting Your Work to Corel, You grant Us and our Associates the following:

- a. A worldwide, non-exclusive, irrevocable, transferable, sub-licensable, royalty-free right and license to reproduce, publish, publicly display, distribute, modify, publicly perform, reproduce, make available to the public, combine with other materials, create derivative works of, alter, crop, colour correct, and translate the Work, in whole or in part, on a perpetual basis through any medium, in any media, and using any method or technology.
- b. The right to use Your Work in association with the promotion, sale, advertising, and other business and marketing activities of Corel related to Our products and services.
- c. The right to post, make available, or share the Work directly or indirectly on Corel's Social Media Sites in any business or marketing activities related to Corel, Our Products and your Work. You further agree that Corel Users and Associates may also post, make available or share the Work directly or indirectly on their Social Media sites.
- d. The right, but not the obligation, to use Your name in connection with the permitted use of Your Work.

## **3. Ownership of Your Work**

- a. You retain all right, title, and interest, including the copyright and other intellectual property rights, to Your Work.
- b. Any metadata associated with the Work may be altered, removed, or added to without any liability to Us, Our Associates, or Our Users.
- c. Corel has the right to, but is not obligated to, enforce Your rights against any possible intellectual property infringement with or without notice to You.

## **4. Indemnification.**

You will indemnify Corel and its Associates, at Your sole cost and expense, from any claim, demand, loss, damages (including reasonable attorneys' fees) arising out of or in relation to Your Work and/or violation of these Terms). The foregoing indemnification does not extend to any claim arising out of a modification by Us to the Work to the extent that such claim would not have arisen had such modifications not been made, or the use by Us of the Work other than as permitted under these Terms.

## **5. Other**

- a. Corel does not promise or guarantee that any Work You submit will be accepted. Corel may, at Our sole discretion, compensate You for the use of Your Work in relation to the promotion and marketing of Our products and services.
- b. Corel reserves the right to withdraw your Work from Our Social Media Sites, products, and/or other material at Our sole discretion and without notice to You.
- c. No copies of submitted Work will be returned to You.
- d. Corel reserves the right to change these Terms at any time, in our sole discretion. Changes to these Terms will be noted in the "Last Updated" notation at the bottom of these Terms. We encourage You to review these Terms from time to time.
- e. The submission of Your Work to Corel is governed by the laws of Ontario, Canada, without reference to its conflicts of law principles. All cases and claims pertaining to the submission of Your Work must be brought in a court of competent jurisdiction in Ontario.