

## **Jingle Contest Rules and Regulations**

IDDF has specially ordered and commissioned the preparation of a musical jingle promoting the State of Indiana as a Work Made for Hire, as defined in 17 U.S. Code § 101. IDDF is and will be deemed the sole and exclusive author and owner of any work and all portions thereof submitted for consideration in the Jingle Contest (“Work”) and shall retain all common law, statutory, and other rights therein, including copyright, whether registered or not.

Unless and until the winner is announced in the Jingle Contest, IDDF shall have the sole and exclusive right to the Work. IDDF may share the Work submitted with third parties, including but not limited to its affiliates, partners, or other entities for the purpose of judging the Jingle Contest. Contestant shall not submit the Work or any portion thereof, or a variation of the Work or any portion thereof to any other person or make any other use of it until the winner of the Jingle Contest is publicly announced by IDDF.

If Contestant’s Work is select as the winning submission by IDDF, Contestant will be required to enter into an agreement with IDDF acknowledging the Work Made for Hire nature of the commission and to the extent any portion of the Work is not deemed Work Made for Hire under applicable law, assigning all right, title, and interest to and in the Work to IDDF. Release of the prize money shall be contingent upon Contestant’s signing the Agreement with IDDF. Should Contestant decline to execute such an Agreement, IDDF shall be entitled to withdraw the winning offer and select a different work.

The Work must be an original work that has not been previously published or disclosed to third parties. The Work must be suitable for use in public-facing promotional and advertising works and cannot contain content that would be deemed libelous or defamatory. The Work must not infringe upon or violate the rights, including copyrights, of any person. The Work must be free and clear of all third party liens and encumbrances, and no consents, approvals, or authorizations shall be required to convey all right, title, and ownership of the Work to IDDF.

Contestant represents and warrants that Contestant has all right, power, and authority to submit the Work and convey ownership thereof, and that the Work is free and clear of all third-party liens or encumbrances and does not infringe or violate any third-party rights, including but not limited to copyrights, trademarks, patents, trade secrets, privacy rights, or any other intellectual property or proprietary rights, or any applicable laws or regulations. Contestant hereby agrees that Contestant is lawfully permitted to enter into and form contracts, of legal age and sound mind, and that Contestant has read, understand, and accept the terms and conditions of this agreement.

IDDF retains the right to terminate the Jingle Contest at any time in its sole and absolute discretion without prior notice. Upon termination of the Jingle Contest, all restrictions on the use of the Work by Contestant shall be expressly waived by IDDF.