

Waiver and Parental Consent Agreement Disclosure of COPPA Compliance

For Parents

By agreeing to the terms and conditions discussed herein, I verify that I am the legal parent or guardian of this student participant in the BBB Student Video Contest.

I further warrant that my child would like to participate in the contest. I also hereby provide express written permission for my child to participate in the BBB Student Video Contest.

For Students

If you, the student, are currently over the age of 18, BBB requests that you sign this agreement on your own behalf along with a copy of driver's license for the purposes of verification and entering the contest.

Use of the Videos

I, the parent, and my child understand that videos created for the purpose of participating in the BBB Student Video Contest and submitted to BBB will become the intellectual property of BBB|Akron. I acknowledge and agree that BBB will own all rights, title and interest, including, but not limited to, all copyrights and other intellectual property rights, in and to the contest submissions.

I have consulted my child and he or she is in agreement that BBB|Akron will own the videos that my child submits for the purpose of entering the contest.

If I am the student, and over 18 years of age, I understand that submitted videos will become the intellectual property of BBB|Akron.

I understand that once this form has been submitted, BBB|Akron will thereafter have the right to use these videos for any purpose, commercial or otherwise, including, but not limited to use in advertising and marketing efforts. I agree that BBB may use the videos that I submit with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration and Web content.

Notwithstanding prizes provided in conjunction with the contest, I hereby acknowledge and agree that I am not entitled to further compensation for the videos that I create and submit for consideration.

Compliance with COPPA

BBB seeks to abide by federal regulations known as COPPA ("Children's Online Privacy Protection Act"). This law requires operators of websites and online services such as mobile apps, network-connected games, online purchasing, VOIP services, Internet-enabled gaming platforms, and location services to provide notice and obtain parent's consent before collecting personal information from children under the age of 13.

In order for your child to use the BBB Student Video Contest website to participate in BBB's Student Video Contest, certain personal identifying information, generally the student's name and email address, must be provided to BBB and the web site administrator. BBB may also collect data that is not personally identifiable to track website effectiveness, traffic and other analytics.

To comply with federal law, this form shall constitute formal parental notification and formal parental consent for your child to provide personal identifying information to BBB and its vendors for the purpose of facilitating participation in the BBB Student Video Contest.

Deleting Information

If you wish to delete your child's information or request additional information about how the information is used, you may contact BBB directly at kickes@akronbbb.org. We would be happy to assist you.

You may also send written request via mail to:

Kimberly Ickes, Director of Administration
Better Business Bureau of Akron
Serving Ashland, Medina, Portage, Richland, Summit & Wayne Counties
222 W Market Street
Akron, OH 44303

Privacy Disclosures

A complete privacy policy may be found on the BBB Student Video Contest website. BBB does not intend to share the information collected with third parties other than with the vendor that administers and maintains the BBB Student Video Contest website.

Limitations of Liability/Reserved Rights

BBB shall not have any obligation or responsibility with regard to (i) submissions that contain incorrect or inaccurate information or do not comply with these rules, (ii) submissions, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer or technical error of any kind, or (iii) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties, or (iv) any damages or losses of any kind caused by any prize or resulting from participation in the contest or acceptance, possession or use of any prize.

BBB, in its sole discretion, reserves the right to disqualify any person tampering with the submission process or the operation of this Web site or otherwise violating these rules or any applicable law.

BBB further reserves the right to cancel, terminate or modify the contest if the contest cannot be completed as planned because of unauthorized intervention or technical failures of any sort.

Waiver of Liability

Participants in the contest shall indemnify, defend and hold harmless the participant from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that using the contest submissions in accordance with the terms and conditions therein infringes the intellectual property rights of such third party.

Original Content/Plagiarism

Participants in the contest are responsible for securing the necessary rights to use all materials used to create submissions for the purposes of the BBB Student Video Contest.

Participants warrant that the submission is original, that it has been created by the stated authors and has not been submitted elsewhere, that the submission contains no libelous or other unlawful statements and that it does not contain any materials that violate any personal or proprietary rights of any other person or entity.

Participants in the contest shall not infringe the intellectual property rights of any third party.

Completion of Form

Please be advised that without acknowledgement and electronic processing of this form, your student, or you if over the age of 18, will not be eligible to participate in the BBB Student Video Contest.

BBB retains all right, title and interest in and to any materials which BBB provides to participants in connection with the contest. Participants may only use such materials for the purposes of this contest and for the duration of this contest.

The full rules of the contest are available online at the [Rules Page](#).

I HAVE READ THE SUBMISSION GUIDELINES AND QUALIFICATIONS AND ACCEPT ALL TERMS OF PARTICIPATION IN THE BBB|AKRON STUDENT VIDEO CONTEST

If I am under the age of 18, my parent or legal guardian must sign below. If signing as the parent and/or legal guardian for a minor, I hereby warrant that I am the parent and/or legal guardian of the person signing this agreement and have caused such person to sign said agreement. I will indemnify BBB|Akron against all claims, liabilities and expenses respecting such agreement, and that, knowing of BBB|Akron's reliance on said agreement, I agree to cause said person to adhere to all of the provisions of this agreement.

ALL PARTICIPANTS, INCLUDING ACTORS AND TECHNICAL CREW, MUST SIGN THEIR NAMES BELOW. IF PARTICIPANTS ARE UNDER THE AGE OF 18, A PARENT OR LEGAL GUARDIAN MUST SIGN AS WELL.

1)

Full Name	Signature	Date
Name of Parent/Legal Guardian <i>(if under 18 years old)</i>	Signature	Date