



## iam8bit Art Show Submission Agreement

If you would like to submit your original artwork (a “Submission”) for iam8bit’s Sonic 35th Anniversary Art Show (the “Show”), you are welcome to submit it through this portal, provided that you have **read** all text on this form and agree to the terms below.

If you choose to make a Submission, you agree to the following terms, regardless of any contrary or additional terms you may seek to apply to the Submission:

1. **No Compensation.** You agree that you are providing your Submission voluntarily and without any expectation of or right to payment, royalties, creative credit, or other compensation or consideration of any kind.
2. **No Guarantee of Selection.** iam8bit and Sega have sole discretion whether to include your Submission in the Show. If iam8bit and Sega do decide to include your Submission in the Show, iam8bit will notify you and give you an artist’s credit for your Submission.
3. **No Restrictions on iam8bit or Sega.** iam8bit and Sega are free to use, disclose, reproduce, distribute, or otherwise exploit your Submission only as permitted under Section 6 below, without any obligation to you. iam8bit and Sega have no obligation to review, keep, acknowledge, or return any Submission.
4. **Right to Reject or Remove Submissions.** iam8bit and Sega may reject, remove, discontinue, or stop using any Submission at any time, for any reason or no reason, without liability or obligation to you.
5. **No Impact on iam8bit’s or Sega’s Rights.** iam8bit and Sega may already be independently developing, or may in the future develop, content, products, or ideas that are similar or identical to your Submission. You agree that you will not assert any claim against iam8bit or Sega (including claims of infringement, misappropriation, or unfair competition) arising out of any similarity between your Submission and iam8bit’s or Sega’s products, services, or creative works.
6. **Ownership.** By making a Submission, you grant (a) iam8bit a limited, worldwide, royalty-free license to use, reproduce, display, distribute, publicly perform, publicly display, and modify the Submission solely in connection with the Show and the advertising, promotion, operation, documentation, and archival of the Show; and (b) Sega, and its affiliates, licensees, successors, assigns, designees, and service providers, an irrevocable, perpetual, worldwide, royalty-free license to use, modify, reproduce, display, distribute, publicly perform, publicly display, and create derivative works from the Submission in any form or media, without restriction or compensation to you. You acknowledge and agree that this Agreement does not grant you any ownership interest in or license to Sonic, Sega, or any other Sega intellectual property except as necessary to create and

submit your Submission, and that, as between you and Sega, Sega retains all right, title, and interest in and to all such intellectual property and any related derivative works.

7. **Compliance with Law.** You represent and warrant that your Submission does not infringe the intellectual property rights, privacy rights, publicity rights, or other rights of any third party, and does not violate any applicable law. Your Submission must not contain any material that is obscene, defamatory, hateful, harassing, threatening, unlawful, misleading, privacy-invasive, infringing, or otherwise inappropriate, as determined by iam8bit or Sega in their discretion.
8. **Publicity.** You grant iam8bit and Sega the right to use your name, artist name, social media handle, likeness, biographical information, statements, and any credit information you provide in connection with the Show and the advertising, promotion, operation, documentation, and archival of the Show, without additional compensation or approval.
9. **Eligibility and Authority.** You represent and warrant that you are at least 18 years old and have the full right, power, and authority to make the Submission and agree to these terms. If you are submitting on behalf of any other person or entity, you represent and warrant that you have authority to bind that person or entity to these terms.
10. **Indemnity.** You agree to indemnify, defend, and hold harmless iam8bit, Sega, and each of their respective affiliates, officers, directors, employees, agents, representatives, licensees, successors, and assigns from and against any claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to your Submission, your breach of these terms, or any allegation that your Submission infringes, misappropriates, or violates any third-party rights or applicable law.
11. **No Generative AI.** You represent and warrant that you created your Submission without the use or assistance of any artificial intelligence (including without limitation generative artificial intelligence tools such as) Stable Diffusion, Flux, Dall-E, etc.

**In Summary:** If you submit your artwork, you agree that iam8bit and Sega have no obligations to you, and that they may use your Submission as described above.

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