

**2015 #PearsonPics Photo Entry Contest**  
**Selected Photographer's Declaration & Release**

\_\_\_\_\_ (“Winner”) submits this Winner’s Declaration & Release (“WDR”) to Pearson Management Services Limited (“Pearson”), with the understanding that this WDR will be relied upon to determine whether the Winner is entitled to receive the Prize for which his/her entry has been selected in the *2015 #PearsonPics Photo Entry Contest* (“Contest”).

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, Winner hereby accepts the Prize, which is \_\_\_\_\_.

In consideration of receiving the Prize, Winner hereby acknowledges, represents and warrants that:

1. Winner resides at: \_\_\_\_\_ (cannot be a PO Box). Winner’s telephone number, including area code, is \_\_\_\_\_ and email is \_\_\_\_\_. Winner was born on \_\_\_\_\_, and Winner was therefore at least eighteen (18) years of age on the date of entry to the Contest. **[If US citizen, we will need a Social Security Number for tax reporting purposes]**
2. The Prize is being awarded to the Winner subject to all applicable laws, rules and regulations and all terms, conditions, restrictions and rules, including but not limited to the Official Rules of the Contest (“Official Rules”) (a copy of the Official Rules is attached hereto as Exhibit A).
3. All the applicable terms of the Official Rules are incorporated herein, including the Representations and Warranties/Indemnification and the General Conditions sections. Winner has complied with each and every term and provision of the Official Rules applicable to the Contest and abided with all rules governing entry to the Contest
4. The Prize may not be transferred, substituted or exchanged except by Pearson and then only for a prize of equal or greater value. As provided in the Official Rules, Winner agrees to be responsible for all federal/national, state and local taxes relating to the Prize and any other incidental expenses relating to the Prize. Please refer to the Official Rules for additional conditions and limitations.
5. The Winner has committed no fraud or deception in entering the Contest or claiming the Prize.
6. IN ADDITION TO THE LIMITATIONS OF LIABILITY PROVIDED IN THE OFFICIAL RULES, WINNER AND THE WINNER’S HEIRS, EXECUTORS, ADMINISTRATORS AND SUCCESSORS HEREBY RELEASE, DISCHARGE AND ABSOLVE PEARSON MANAGEMENT SERVICES LIMITED AND ALL OF ITS AFFILIATES, PARENTS AND SUBSIDIARIES, THEIR RESPECTIVE EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE “PEARSON ENTITIES”), FROM ANY AND ALL ACTIONS, SUITS, CLAIMS AND DEMANDS OF ANY KIND WHATSOEVER, WHICH WINNER AND WINNER’S HEIRS, EXECUTORS, ADMINISTRATORS AND SUCCESSORS HAD, NOW HAVE OR HEREAFTER MAY HAVE, BY REASON OF ANY MATTER CONNECTED IN ANY WAY WITH THE CONTEST, INCLUDING, BUT NOT LIMITED TO, THE OPERATION OF THE CONTEST, THE AWARDED OF THE PRIZE, THE WINNER’S PARTICIPATION IN THE CONTEST OR THE WINNER’S ACCEPTANCE OF THE PRIZE, ANY LOSS OR DAMAGE TO ANY PRIZE (OR ANY PART THEREOF), AND ANY ACTION, CLAIM OR SUIT FOR PERSONAL INJURY OR LOSS OR DAMAGE TO PROPERTY IN CONNECTION WITH THE RECEIPT AND USE OF THE PRIZE. WINNER AND WINNER’S HEIRS, EXECUTORS, ADMINISTRATORS AND SUCCESSORS HEREBY AGREE TO INDEMNIFY AND HOLD THE PEARSON ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, COSTS, OR EXPENSES OF ANY NATURE WHATSOEVER (INCLUDING REASONABLE ATTORNEYS’ FEES AND COURT COSTS) ARISING DIRECTLY OR INDIRECTLY OUT OF ANY ACTION TAKEN IN CONNECTION WITH THE WINNER’S PARTICIPATION IN THE CONTEST AND/OR THE WINNER’S RECEIPT, OWNERSHIP OR USE OF THE PRIZE. IN NO

EVENT WILL THE PEARSON ENTITIES OR ANY OF THEM BE LIABLE TO THE WINNER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Winner irrevocably grants the Pearson Entities and those acting under their authority the right to the use of his/her name, address, picture, portrait, likeness, voice, biographical information and/or statements, at any time or times, for any and all purposes at the sole discretion of the Pearson Entities, including without limitation for advertising, trade, publicity and promotional purposes without additional compensation, in any and all media now known or hereafter developed, worldwide, without notice, review or approval, and hereby releases the Pearson Entities, their respective advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, agents, successors and assigns from any liability with respect thereto.
8. Intellectual Property Rights Assignment. For good and valuable consideration (including, without limitation, the Prize), the receipt and sufficiency of which are acknowledged, the Winner grants to Pearson all rights in and to Winner's Selected Photographs, as follows:
  - "Selected Photograph" means the photograph submitted by the Winner in connection with the Contest that has been selected by Pearson as one of the winners of the Contest.
  - Winner irrevocably and expressly assigns and grants to Pearson in perpetuity all rights of any kind and nature throughout the universe, including any and all copyright, patent, trade secret, moral right, and other intellectual property rights, in and to such Selected Photograph, including, but not limited to, the right to exploit such Selected Photograph and the right to create any versions or derivative works of such Selected Photograph. Accordingly, Winner agrees that Pearson has the exclusive rights to edit, adapt, combine with other materials, transform, add to, reproduce, and otherwise revise any Selected Photograph, and to distribute, broadcast, telecast, cybercast, perform, publicly perform, store, index, categorize, display, publicly display, and otherwise use and exploit such Selected Photograph in any and all manners or methods now known or later devised, and any and all works derived from such Selected Photograph. Pearson shall own any derivative works created from the Selected Photograph. Pearson shall have the exclusive right to copyright any Selected Photograph in its or its designee's name, as the sole owner and author, to secure any and all renewals and extensions of such copyrights and to further assign such Selected Photograph. Winner agrees and confirms that the consideration Winner has received from Pearson constitutes full, adequate and fair remuneration for all rights of every kind and nature granted to Pearson and that such consideration is fairly apportioned to each such right. Winner irrevocably and exclusively grants and assigns to Pearson in perpetuity throughout the universe all rights now known or later recognized which Winner may have in any Selected Photograph in the nature of neighboring rights or rights of remuneration or any right to collect any royalties, levies or other sums attributable to the use of any copyright, exploitation rights or other rights granted to Pearson in such Selected Photograph. To the extent any such rights are not assignable, Winner appoints Pearson as the exclusive administrator of such rights with sole authority to administer and make collections for any such rights. Further, Winner waives and agrees to waive in favor of Pearson any moral right, similar law in any country of the world, or other right or claim that is contrary to the intent of a complete transfer of rights to Pearson in each Selected Photograph and agrees not to institute, support, maintain, or permit any action or lawsuit on the grounds that any use of the Selected Photograph in any way constitutes an infringement of moral rights. To the extent any rights in any Selected Photograph are not assignable, Winner grants to Pearson an irrevocable, paid-up, royalty free, perpetual, exclusive, sublicensable (directly or indirectly through multiple tiers), and transferable license throughout the universe to use and exploit and permit others to use and exploit such rights in any manner desired by Pearson (and/or its successors, assigns and licensees) without restriction, obligation or accounting to Winner.
  - Winner shall execute any documents (after being afforded a reasonable opportunity to review and/or confirm same) and do any other acts as may be reasonably required by Pearson or its assignees or licensees to further evidence or effectuate Pearson's rights as set forth in this WDR, and Winner appoints Pearson Winner's attorney-in-fact (which appointment is irrevocable and coupled with an interest), with full power of substitution and delegation, to execute any and all such documents which Winner fails to execute and to do any and all such other acts that Winner fails to promptly do after reasonable request.

- Winner perpetually agrees (i) not to claim any ownership in any Selected Photograph, except that Winner may keep a copy of the Selected Photograph in his/her portfolio solely for demonstration purposes and never for any commercial purpose; and (ii) not to use or exploit or claim the right to use or exploit any Selected Photograph in any manner or exercise any of the rights granted herein, except as provided in subclause (i) above.
  - Winner represents, warrants and covenants that: (a) Winner is the sole and original author and creator of the Selected Photograph and that Winner has not and shall not incorporate into any Selected Photograph any materials or intellectual property from any other person or entity (excepting any materials furnished to Winner by Pearson); (b) Winner owns all of the rights being conveyed; (c) if any third party appears (such as models) in a Selected Photograph, that individual has signed a [Model Release form](#); (d) if any location appears in a Selected Photograph that is owned or controlled by a third party (and is not a public place), the owner of the location has signed an appropriate Location/Property Agreement giving Winner sufficient rights to enter into this Agreement with Pearson; and (e) if any other form of release is required, that Winner has obtained or will be able to obtain the required release at their own expense. Winner further represents, warrants and covenants that: (i) the Selected Photograph is and shall be free and clear of all liens, claims, encumbrances or demands of third parties, including, without limitation, intellectual property rights, and Winner is not obligated to assign or transfer rights in any such Selected Photograph to any other party; (ii) the Selected Photograph may be freely exploited by Pearson, and its successors, assigns and licensees, without any obligation or liability to any third party; and (iii) that the Selected Photograph: (A) will not infringe or violate any right whatsoever, including, without limitation, any personal rights or any property rights of any person or entity; and (B) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Winner further represents, warrants and covenants that: (I) Winner has the right to execute and fully perform this WDR and make the grants and warranties in this agreement; (II) Winner has not granted or transferred any rights in or to any Selected Photograph to any third party; and (III) Winner has not done anything which has impaired and will not do anything to impair the rights granted to Pearson in each Selected Photograph in any way. Winner shall indemnify and hold the Pearson Entities harmless from any and all claims, suits, demands, actions, proceedings, judgments, costs, damages, fees (including attorneys' fees) and costs as a result of a breach or alleged breach of these representations, warranties or covenants.
9. If any statement made by Winner herein is false or misleading or Winner fails to comply with all of the terms herein, Winner will immediately return to Pearson upon demand the Prize or a cash amount equal to the fair market value of the Prize on the date hereof, and Winner acknowledges that any false or misleading statement made or failure to comply with the terms herein may expose Winner to further liability and damages of all kinds, without limitation, that may arise from such statement.
10. This WDR and all aspects of the relationship between the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of New York in the United States of America, without regard to its conflict of laws provisions. The parties hereby agree to submit to the jurisdiction of the federal and state courts located in the County of New York, State of New York, for the resolution of any disputes regarding the subject matter of this WDR. In the event that any provision of this WDR is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, to the extent consistent with the intent of the parties as of the effective date. This WDR may be delivered by facsimile or electronic copy, which shall have the same effect as an original. In case of conflict between this WDR and any other rules, including the Official Rules, this WDR shall control. Pearson may assign this WDR without restriction, and all rights under this WDR shall inure to the benefit of and be enforceable by Pearson's successors and assigns. This WDR is personal to Winner and may not be assigned without Pearson's written consent. Winner acknowledges that he/she/it may be required to reaffirm his/her/its agreements and undertakings contained in this WDR from time to time upon request from Pearson.

IN WITNESS WHEREOF, Winner affixes Winner's signature as of the date indicated below:

Signature:  
Print Name:

Date

**EXHIBIT A**

OFFICIAL RULES