

## SUBMISSION TERMS AND CONDITIONS

These Submission Terms and Conditions (these "**Terms and Conditions**") govern your submission of any article, story, video, photography or other work (each, an "Article") to **THE GOOD MEN MEDIA, INC.** ("Company").

1. I understand and acknowledge that Company's general policy is to not accept submissions or pitches of any kind unless the person or entity submitting and/or pitching material for Company's consideration has agreed to these Terms and Conditions.

2. I acknowledge that the only obligation undertaken by Company is to receive delivery of an Article. Company, in its sole discretion, shall give the Article such consideration as it deems appropriate in its sole discretion. Company has no obligation to review, develop, release, publish or otherwise use the Article in any way. No other obligation or duty on Company's part shall arise from or be implied by this submission or the Terms and Conditions.

3. I hereby irrevocably grant to Company a non-exclusive (subject to Section 8), worldwide, irrevocable, perpetual, royalty-free, freely transferrable license to use, reproduce, distribute and digitally transmit the Article in any and all media now known or hereafter devised throughout the universe in perpetuity. I hereby acknowledge and agree that Company shall have the right, but not the obligation, to exploit, publish, produce, or otherwise use the Article.

4. I hereby agree that Company has the right to add to, take from, translate, or otherwise modify the Article including the title or titles thereof, in any manner Company may choose, in its sole discretion, including, but not limited to the right to use, adapt and change the Article, or any part thereof, and to combine the same with other works of mine or others and to sell, copy, publish, record, transmit or telecast (by radio, television, satellite, or the Internet or its commercial successors or competitors, using analog or digital formats or transmission methods, whether wired or wireless, switched packet technology or other on-line and/or computer-assisted media), perform, photograph, with or without sound (including spoken words, dialogue and music synchronously recorded), and to communicate or distribute same by any means now known or hereafter devised, either publicly or otherwise, and for profit or otherwise, throughout the universe in perpetuity. The rights granted herein include, but are not limited to, the right to make foreign versions and translations of the Article. Company shall have the non-exclusive right to license to others the right to use the Article in any and all media now known or hereafter devised throughout the universe in perpetuity.

5. To the fullest extent allowable under any applicable law, I hereby irrevocably waive or assign to Company my so-called "moral rights" or "droit morale," including, but not limited to, any right to approve any changes or revisions in the Article and/or the right to withdraw the Article from distribution.

6. I acknowledge that Company may, but shall not be obligated to, return the Article; as a result, I agree that I have maintained an independent copy of such Article for my own files. I further acknowledge that Company is free to accept or reject the Article, and that Company is not under any obligation to me whatsoever to, develop, release, publish or otherwise use any of the Article.

7. In the event Company develops, uses, publishes or otherwise displays or exploits the Article, I understand that I shall not be entitled to any compensation in connection therewith.

8. I acknowledge that I shall be allowed to re-publish the Article on any third-party websites, provided that I include a live link to the Good Men Project website in any re-published version of the Article. I acknowledge that I shall only be allowed to re-publish an Article 48 hours after the Article is originally published by the Good Men Project website.

9. In connection with my submission, I represent and warrant the following:

- a. I am the sole author of the Article;
- b. I am the sole owner of all rights in and to the Article and any images, video or other media therein, and have the sole and full right and authorization to submit the Article to Company upon all of the terms and conditions herein stated;
- c. The Article has never been published or used in any medium for any purpose;
- d. I have used reasonable care to make sure all facts, events, depictions and statements in the Article are true and accurate;
- e. The Article is not defamatory, and does not infringe the copyrights, trademarks, rights of privacy or publicity, or other rights of any other person;
- f. The Article does not disclose information that I have promised to keep confidential; and
- g. I am free to execute this Agreement and I have made no agreements, grants, assignments, grants, assignments or commitments which will conflict with or impair the rights and privileges granted to Company.

10. I agree to indemnify and hold harmless Company from and against any and all claims, expenses or liabilities, now known or unknown, that may be asserted against Company or incurred by Company at any time in connection with the Article or any use thereof, including, without limitation, those arising from any breach or alleged breach of representations and warranties given by me.

11. I agree that in no event will I be entitled to seek or obtain, and hereby release my rights with respect to seeking or obtaining, an injunction or any other equitable relief against Company in connection with any claim and/or action for wrongful appropriation, copyright infringement and/or use of the Article and/or any part thereof, and/or as a result of a breach of these Terms and Conditions, and any such claim and/or action I may bring against Company shall be limited to a claim for actual damages. I further agree that should I be unsuccessful in any claim and/or action against Company in or in connection with the Article and or these Terms and Conditions, I agree to pay to Company an amount equal to all of Company's costs and expenses incurred in or in connection with defending or contesting such claim and/or action. I further agree that, as a condition precedent to any such action, I will give Company written notice, by certified or registered mail, of my claim, stating the particulars in complete detail, within the time prescribed by the applicable statute of limitation, but in no event later than 90 days after I acquire knowledge sufficient to put me on notice of any such claim.

12. Company and I agree that no fiduciary or confidential relationship now exists between us, and Company and I further acknowledge that no relationships are established between us by reason of this Agreement; or by reason of my submission to Company; or Company's review of the Article.

13. These Terms and Conditions shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective heirs, successors, representatives, distributors, assigns and licensees. Should any provision or part of any provision of these Terms and Conditions be held void or unenforceable, such provision or part thereof shall be deemed omitted and replaced by an enforceable provision that most closely reflects the parties' intent as expressed herein. As so modified, these Terms and Conditions shall remain in full force and effect.

14. These Terms and Conditions shall be construed according to the laws of the State of California without reference to that state's conflicts of law provisions, and each party submits itself to the exclusive jurisdiction and venue of the state and federal courts located in California. These Terms and Conditions may not be changed, modified, terminated or discharged except by a writing signed by both parties.

15. I hereby acknowledge that I have read and understand these Terms and Conditions; that Company has not made any inducements or promises of any kind to me regarding the Article; that no representations of any kind have been made to me; that there are no prior or contemporaneous oral agreements in effect between us pertaining to the Article, and that Company would not accept or review my Article without my agreeing to the terms of these Terms and Conditions.

16. These Terms and Conditions represents the entire agreement between me and Company respecting the Article, and supersedes any and all prior communications, discussion, writings and/or agreements respecting the subject matter of these Terms and Conditions.