

MY BLACK IS BEAUTIFUL CONTENT GUIDELINES

Photo Guidelines:

1. Photo submissions must be in JPG, GIF or PNG file format. File size limit is 1MB.
2. Photo Submissions must be suitable for presentation in a public forum.
3. Please do not include any personally identifiable information in your photo.
4. **ALL ENTRIES MUST BE YOUR OWN ORIGINAL UNPUBLISHED WORK AND CANNOT CONTAIN, INCORPORATE OR REFERENCE ANYTHING THAT IS OWNED BY ANY THIRD PARTY OR ENTITY OR WOULD REQUIRE THE CONSENT OF ANY THIRD PARTY OR ENTITY IN ANY JURISDICTION.**
5. The Photo Submission must not have been submitted previously in a Contest of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.
6. **If the Photo Submission contains any other person(s) or individuals considered minors in his/her state of residence, submitter agrees to receive permission from other person(s) featured in photo (or from parent/legal guardian if other person(s) featured are considered minors in their state of residence and parent/legal guardian must represent that they are the parent/guardian of the child featured in the Photo Submission) for My Black Is Beautiful to use their likenesses for publicity including posting on website(s) and can make written copies of such permissions available to Pringles upon request. Additionally, if submitter is considered a minor in his/her state of residence, submitter must receive permission from their parent/legal guardian.**

Content Restrictions:

The Entry **must not** contain material that:

1. Violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
2. Contains content that is known by you to be false, inaccurate or misleading;
3. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
4. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
5. Contains indecent behavior, profanities or obscenities, including but not limited to nudity, or pornography;
6. References persons or organizations without their written permission;
7. Disparages persons or organizations associated with Pringles;

8. Includes photos or artwork not created by submitter;
9. Is inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
10. Includes threats to any person, place, business, or group;
11. Contains defamatory statements (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group) or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
12. Includes any information that references other websites, addresses, email addresses, contact information or phone numbers;
13. Contains any computer viruses, worms or other potentially damaging computer programs or files; and
14. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

For all Photo Submissions:

1. Failure of any Photo Submission to comply with the above Photo Guidelines and Content Restrictions, as determined by My Black Is Beautiful in their sole discretion, may result in disqualification. My Black Is Beautiful reserves the right in their sole discretion to disqualify any submission that, in their sole opinion, refers, depicts or in any way reflects negatively upon My Black Is Beautiful, the promotion or any other person or entity, or does not comply with these requirements.
2. You warrant and represent that the submission is wholly original and created entirely by you and does not incorporate or include anything that is owned by any third party or entity or would require the consent of any third party or entity and that your submission does not violate any law or the copyright, trademark, publicity right, privacy right or any other right of any third party.
3. You hereby grant My Black Is Beautiful a perpetual, irrevocable, royalty-free, transferable right and license to use, reproduce, copy, publish, broadcast, or otherwise use your name, statements, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or distribute such content and/or incorporate such content into any form, medium or technology throughout the world including, without limitation, for any and all advertising, promotion and other purposes of trade. This permission includes the title and interest and all residual interests in and to said copyright, trademark, or other intellectual property interests in the content submitted and any renewals and extensions thereof without compensation to you. All content that you submit may be used at My Black Is Beautiful's sole discretion.
4. You agree to indemnify and hold My Black Is Beautiful (and its officers, directors, agents, subsidiaries, joint ventures, employees, affiliates, shareholders, and third-party service providers), harmless from and against any and all losses, damages, costs and expenses (including reasonable attorneys' arising out of a breach of your representations and warranties set forth above), third party liabilities, demands, claims, lawsuits, allegations, fines, losses, damages (actual and consequential) of every kind and nature, known and unknown, causes of action (whether or not finally adjudicated, and including settlement thereof), penalties and forfeitures (including, but not limited to, those relating to or based upon property damage or personal injury, including death), or your violation of any law or the rights

of a third party. You acknowledge that you may hereafter discover claims in addition to the ones released in this document, and you hereby release P&G from any such unknown and/or unsuspected claims. You acknowledge and agree that this waiver is an essential and material term of this Release, and without such waiver you will be ineligible to submit my submission.

5. You agree that you shall have no right of approval, no claim to compensation or benefit, and no claim (including, without limitation, claims based upon invasion of privacy, copyright infringement, defamation, or right or publicity) arising out of any use or any editing, distortion, alteration, optical illusion, or use in partial or composite form, whether or not intentional. Your participation is completely voluntary. There is no agreement between you and P&G of any kind express or implied, other than as set forth in this Release. You are disclosing your submission with the full understanding that no confidential or other relationship, fiduciary or otherwise, exists between you and P&G.
6. You further certify that to the best of my knowledge and belief, neither you nor any of your immediate family works for or have previously been employed by P&G, its affiliates, subsidiaries, advertising and promotion agencies.

You warrant that you are the age of majority in your state of residence (19 in AL or NE, 18 or older in all other states) and that you have full, complete and unrestricted right and authority to enter into this release. By checking the box, you agree that you have read and agree to the thereof.