

PAUL ANKA VIDEO GALLERY TERMS AND CONDITIONS

SUBMISSION OF AN ORIGINAL VIDEO FOR GALLERY INCLUSION CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

VIDEO GALLERYMANAGER: The Paul Anka website is hosted and operated on behalf of Paul Anka by Primary Wave. ("Video Gallery Manager"). Video Gallery Manager's decisions are final and binding in all matters relating to Paul Anka's video gallery promotion ("Promotion").

VIDEO GALLERY PROMOTIONAL PERIOD: The Promotion begins at 12:00:00 PM Eastern Time ("ET") on July 15th 2021 and ends at 11:59:59 PM PT on July 31, 2021 ("Promotional Period"). The Video Gallery Manager's designated agent's computer system shall be the official timekeeper for the Promotion.

PROMOTION REQUIREMENTS: By participating in the Promotion, each Participant is confirming that they have read and agree to comply with these Terms and Conditions ("Terms"), Video Gallery Manager's terms of use, located at <https://www.paulanka.com/> and at <https://www.vidday.com/paul-anka-80th-birthday> and all other Promotion requirements. All Video Gallery submissions, requests and/or materials submitted become the property of Video Gallery Manager and will not be returned or acknowledged.

Normal Internet access and data usage charges imposed by your carrier or online service will apply. Video Gallery Manager reserves the right to post (or not post) any video submitted in this Promotion on its website, on any other website controlled by Video Gallery Manager, and on social media, in its sole and absolute discretion. By submitting a video, you hereby agree to hold Video Gallery Manager and their respective affiliates and subsidiaries, and the officers, directors and employees of each of the foregoing ("Released Parties"), harmless from and against any liability of any kind arising from or in connection with any use of the video. By submitting a video, Participant hereby warrants and represents s/he has not included any restricted content in the video and have not violated any of the requirements for video submissions as stated in these Terms. All videos become Video Gallery Manager's property and will not be returned or acknowledged.

Video Submission Guidelines: To qualify for the for inclusion in the Video Gallery, video submission must comply with the following content guidelines.

Submit on www.vidday.com/paul-anka-80th-birthday

Video cannot:

- Be sexually explicit or suggestive; derogatory of any ethnicity, race, gender, or religion; or profane or pornographic (e.g., contain nudity);
- Promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous;
- Defame, misrepresent or contain disparaging remarks about Def Leppard or any other people and/or companies;
- Contain any use of trademarks, logos, landmarks, copyrighted materials owned by others or contain any personal identification;
- Communicate messages or images inconsistent with the positive images and/or goodwill to which Def Leppard wishes to associate.

Video must:

- Be original and solely created by you. It is your responsibility to obtain, prior to submission of your Video, the approval and rights to use any individuals or content you did not create;
- Not have been previously published, submitted, or otherwise used for any other commercial purpose;
- Be in the English language.

Participant further represents and warrants that the Participant has obtained written permission from each person whose name, image, likeness, and/or voice ("Likeness") is included in the Video, and that such person(s) have granted Participant all necessary rights to use the person's Likeness as described in these Terms, and that Participant can make written copies of such permissions available to the Video Gallery Manager upon request. If the Likeness of a minor is included, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's Likeness on behalf of the minor.

By submitting your video, you warrant and represent that you consent to the submission and use of the video in the Promotion. Promotion entities are not responsible for any unauthorized third-party use of any video. Videos will not be held "in confidence" and the creation and submission of a video does not create a confidential relationship or obligation of secrecy between any Participant and Video Gallery Manager or any of its affiliates.

ASSIGNMENT OF RIGHTS: Participant hereby acknowledges that video and all other materials of every kind whatsoever created by Participant relating to the Promotion (collectively, the "Work") are a "work made for hire" (as that term is used in the United States Copyright Act) for Video Gallery Manager, and Video Gallery Manager is the sole and exclusive owner, in perpetuity and throughout the universe, of all right, title and interest in and to the Work, including, without limitation, all copyrights in and to the Work (and all renewals and extensions thereof now or hereafter provided by law) and all the rights therein and thereto, and may exploit the Work (and all rights therein) in any manner throughout the world without restriction on a gratis basis. Without limiting the binding effect of any of the foregoing provisions, in the event that any part of the Work is deemed not to be a "work made for hire" for Video Gallery Manager, Participant hereby irrevocably and exclusively grants and assigns to Video Gallery Manager (or, if any applicable law prohibits or restricts such assignment, Participant hereby grants to Video Gallery Manager an irrevocable, perpetual, royalty-free, transferable license of) on a gratis basis all right, title and interest in and to such Work, including, without limitation, all rights of every kind and nature (whether now known or hereafter devised, including all copyrights therein and thereto and all renewals and extensions thereof), throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised. Participant hereby waives all so-called "moral rights of authors" and "droit moral" rights (and any similar or analogous rights under the applicable laws of any country of the world). Each Participant agrees and acknowledges that no public performance, synchronization, mechanical, writing, publishing and/or master use royalties, monies or consideration of any kind will be payable in connection with Video Gallery Manager's use of the Work, whether commercial use or otherwise, in any and all media, whether now known or hereafter devised.

RELEASES: Participating Participants agree to these Terms and the decisions of the Video Gallery Manager and release, defend and hold harmless Released Parties as well as the employees, officers, directors and agents of each, from all claims and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons, which may be sustained in connection with either directly or indirectly, participation in the Promotion.

PRIVACY POLICY/DATA COLLECTION: Information provided by you for this Promotion is subject to Video Gallery Manager's privacy policy located at: <https://www.paulanka.com/> and www.vidday.com/paul-anka-80th-birthday