

## Submission Agreement

**If you wish to submit a Project to Members Project 2008, you must read and accept the terms of this Submission Agreement by clicking the “I Accept” icon below. If you are under 18 or the age of majority in the state of your residence (“minor”), then your parent or legal guardian must consent to your participation and submission of a Project. We reserve the right to terminate your participation if you are a minor and we reasonably determine that you have not obtained the consent of your parent or legal guardian. *Parents or legal guardians of minors who have submitted a Project have the right to request the withdrawal of the Project from Members Project 2008, and we will honor such request as soon as practicable.***

In consideration of the opportunity to submit my project (“Project”) to Members Project 2008 and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I agree to the following terms and conditions of this Submission Agreement (“Agreement”).

1. I affirm, represent, and warrant that: (i) I am a legal resident of the 50 United States or the District of Columbia, at least 15 years of age, and the holder in good standing of an American Express® Card issued by American Express in the United States; (ii) I am not an employee, or an immediate family member (i.e., spouse, parent, sibling, dependent, or spouse of parent, sibling or dependent, regardless of where he/she lives) of an employee, of American Express Travel Related Services Company, Inc. (“American Express”), or any of its parent, subsidiary or affiliated companies (“Affiliates”), or any of its advertising or promotion agencies or independent contractors, or any promotion partners of American Express directly involved with Members Project 2008 (collectively, the “American Express Parties”); and (iii) I am submitting my Project in my own name and not on behalf of any other person or entity (including any organization that I belong to or the organization I am recommending to fulfill my Project).
2. I acknowledge that I have read and agree to be bound by Members Project 2008 [Terms and Conditions](#) (the “Project Terms”), which are incorporated into this Agreement by this reference.
3. I agree to be bound by the decisions of American Express with respect to Members Project 2008, which shall be final in all respects.
4. I grant American Express and its designees the right to use my name, voice, photograph, likeness, statements, performance, appearance, and biographical information (collectively, “Personal Attributes”) as incorporated in my Project submission (“Project Submission”) or in any photographs, video, and/or voice recording provided by me in support of my Project (collectively, “Support Material”), or as may be embodied in any photographs or videos produced by or for American Express in connection with Members Project 2008 (“Amex Material”), throughout the universe, in perpetuity, in any media now or hereafter known, in any publicity, advertising, or promotion material for, and otherwise in connection with, Members Project 2008 and other versions of Members Project. The rights set forth in this Paragraph 4 shall include the right to use the Personal Attributes as incorporated or embodied in my Project Submission, Support Material and Amex Material for archival and historical reference purposes, including without limitation in public or internal exhibitions about American Express and in other retrospective materials, on award shows, at trade/industry events, and in trade publications.
5. By submitting a Project, I represent and warrant that: (i) my Project Submission is original and has not been copied in whole or in part from any other work, and no person or entity other than me has any right, title, or interest in any part of my Project Submission; (ii) my Project Submission, Support Material, the use of my Project Submission or Support Material by

American Express or its designees as permitted herein, or the exercise by American Express of any of the rights granted by me under this Agreement does not and will not infringe or violate any personal or property rights of any person or entity, living or deceased, including without limitation infringement of copyright, trademark, privacy, publicity or contractual rights, or false light, idea misappropriation, intentional, defamation or negligent infliction of emotional distress, nor does or will my Project Submission and Support Material (or American Express' exercise of the rights granted by me in this Agreement) violate any applicable laws or regulations; (iii) I have complied with and will comply with the Project Terms, including without limitation the Requirements for Project Submissions and the Requirements for Support Materials; and (iv) to the extent my Project Submission or any part of my Support Material appears to endorse American Express or its Affiliates, or the American Express brand or American Express' products or services, and/or imply any association with American Express or its Affiliates, I consent to such appearance of endorsement and/or association, and if anyone other than me appears to endorse or be associated with the American Express or its Affiliates in my Project Submission or Support Material, I have obtained the express written consent of such third party to such endorsement and/or association (and, if requested to do so, can produce such written consent in a form and manner acceptable to American Express).

6. I further represent and warrant that to the extent my Support Material contains names, pictures, or voices of persons other than myself, or if my Support Material otherwise contains third party elements not owned by me (including any music track that may be incorporated in any video provided by me), I have obtained express written consent to use and provide such material to Members Project 2008, and to allow them to be used in the manner described in Paragraph 10 below from each and every person whose names, pictures, or voices are included in such material and each and every owner of any third party element in my Support Material, and, if requested to do so, can produce such written consent in a form and manner acceptable to American Express (and in particular, to the extent my Support Material contains the name, picture or voice of any minor, I have obtained the express written consent of such minor's parent or legal guardian to use and provide such material to Members Project 2008 and to allow it to be used in the manner contemplated in this Agreement). If there are any restrictions or limitations placed on the use of any of the Support Material that I am submitting from any third-party rights owners, I will promptly notify American Express of such restrictions or limitations in writing.
7. If I provide any links to a third-party website in support of my Project that contain additional material about my Project (including my personal website or personal pages on MySpace, Facebook or other social networking websites), I agree to do so responsibly and in compliance with all applicable laws and regulations. I understand that while American Express is not obligated to monitor any links that I may provide, American Express reserves the right to remove such links if it determines that any content available through such links violates any laws or regulations (including without limitation copyright, trademark, publicity, or privacy rights) or is otherwise objectionable, or that maintaining such links could subject the American Express Parties to liability, pose any technical risks to the operation of the Members Project website, or endanger the welfare of any person or entity.
8. I acknowledge and agree that American Express shall have the right, in its sole discretion, not to post my Project (or Support Material) on the Members Project website, or to remove my Project (or Support Material) from the Members Project website at any time following its posting, or not to use, exhibit, or otherwise exploit my Project (or Support Material) in any manner whatsoever, or to use, exhibit, or otherwise exploit my Project (or Support Material) but disqualify me if I have not complied with the Project Terms or this Agreement. Furthermore, American Express shall have the right to suspend or terminate my access to the Members Project website or any

portions of the Members Project website without warning or notice to me if American Express, in its sole discretion, deems that I have acted inconsistently with any of the Project Terms or this Agreement.

9. I agree that my Project Submission will become the property of American Express and may be used by American Express or its licensees or designees, for any purpose (including without limitation for purposes of advertising, publicizing, and promoting Members Project 2008, other versions of Members Project, and/or American Express or its Affiliates) and in any media whatsoever, now or hereafter known, throughout the universe in perpetuity, without compensation (monetary or otherwise) or notice to me, and I hereby irrevocably assign all right, title, and interest in and to the Project Submission to American Express, including without limitation all copyrights pertaining thereto. I understand that the assigned copyright to the Project Submission includes, but is not limited to, the right to use, reproduce, modify, adapt, publish, create derivative works from, distribute, and display the Project Submission.
10. To the extent I provide any Support Material, I grant American Express and its licensees and designees the right to use, reproduce, modify, adapt, publish, create derivative works from, distribute, and display the Support Material for any purpose (including without limitation for purposes of advertising, publicizing, and promoting Members Project 2008, other versions of Members Project, and/or American Express or its Affiliates) and in any media whatsoever, now or hereafter known, throughout the universe in perpetuity, without compensation (monetary or otherwise) or notice to me, subject, however, to any third-party restrictions or limitations that I may notify American Express in writing as provided in Paragraph 6 above.
11. If I appear in or otherwise participate in the production of any Amex Material, I agree that all results and proceeds of my participation, including without limitation the Amex Material, shall be owned by American Express for all purposes as "work made for hire" under the provisions of the United States Copyright Act (17 U.S.C. Sec.101). To the extent that any such materials are not legally capable of being "work-made-for-hire" under the applicable copyright laws, then all right, title and interest in such materials are hereby assigned to American Express, and I agree to execute any documents necessary to perfect such assignment. In the event that I fail to execute any such instrument, I hereby irrevocably appoint American Express as my attorney-in-fact, which appointment shall be deemed a power coupled with an interest, with full rights of substitution and delegation, to execute any such instruments on my behalf consistent with this Agreement.
12. I understand and agree that if my Project is selected as one of the 25 semi-finalist Projects, then I will be required to execute a hard copy of this Agreement, and failure to do so within ten (10) days of notification of the selection of my Project will automatically disqualify my Project from further consideration in Members Project.
13. I understand that I will not be paid any money or other consideration for my Project Submission (even if my Project is selected as a winner), for granting the rights to use my Personal Attributes and Support Material as set forth in this Agreement, or for agreeing to any other terms hereof.
14. I recognize that other persons may have submitted to American Express or made public, or may in the future originate and submit or make public, materials that are similar or identical to my Project. I acknowledge and agree that American Express shall have the right to use and post such similar or identical materials and that all Projects submitted to Members Project 2008 will be evaluated and voted upon individually as set forth in the Project Terms.

15. If I am submitting any information about myself (“Personal Bio”) or a photograph of myself in connection with my Project (“Personal Photo”), I represent that the facts depicted in the Personal Bio are truthful and accurate and the likeness in the Personal Photo is of me. In submitting the Personal Photo I hereby waive any right I may have to approve the final form used of my likeness in the Personal Photo and release, discharge, and agree to hold harmless the American Express Parties from any and all rights, claims, demands, and actions which I or my heirs, executors, administrators, legal representatives, successors, or assigns (collective, the “Releasing Parties”) may have on account of the use of the Personal Photo in connection with Members Project, including those based on distortion or optical illusion arising from the reproduction process, the composite nature of the use, or otherwise.
16. I agree to indemnify, defend, and hold the American Express Parties and their respective employees, directors, agents, representatives, shareholders, successors, and assigns, and anyone authorized by them (collectively, “American Express Released Parties”) harmless from and against any and all liabilities, losses, damages, claims, debts, investigations, fines, penalties, costs, expenses, and settlements (including without limitation attorneys' fees and costs of litigation) arising out of or related to a breach of any representations and warranties made by me in this Agreement.
17. I, for myself and other Releasing Parties, hereby release and discharge the American Express Released Parties from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, direct or consequential damages, judgments, executions, claims, and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against the American Express Released Parties, or any one or more of them, which I or any one or more of the Releasing Parties ever had, now have, or hereafter may have, which in any way arise out of or result from any use of my Project, Project Submission, and Support Material in accordance with this Agreement or my participation in Members Project 2008.
18. All references to “my Project” or “Project Submission” in this Agreement shall include all submissions made by me during the course of Members Project (including my initial submissions and any edits made to my Project Submission).
19. I understand and agree that no confidential or fiduciary relationship is established between me and American Express by my submission of a Project.
20. If there is a conflict between the terms of this Agreement and the Project Terms, I agree that the terms of this Agreement will control to the extent of the conflict.
21. I acknowledge and agree that all disputes, claims, causes of action, or controversies arising out of my participation in Members Project 2008 or this Agreement shall be resolved in accordance with the provisions set forth in the Project Terms.

I have read, understood and accept the above terms of this Agreement.