

OUR STORIES YOUR STORIES

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Content Release

The “Our Stories Are Your Stories” Campaign (“Campaign”) is a storytelling campaign calling individuals, organizations, brands and leaders to share their stories, their family stories, their community stories highlighting AAPI Americans in their lives. The Campaign will include both professionally produced and user generated and user sourced videos which are posted with the hashtag #OurStoriesAreYourStories to and through social media and/or provided directly to or uploaded to the Campaign websites (collectively “Campaign Content”). Each individual video posted, uploaded, or directly provided to the Campaign, together with any hashtags, written content, additional stories or anecdotes, and any requested and voluntarily supplied biographical information or data accompanying any Campaign Content shall constitute a “Submission.”

All Submissions, Campaign Content and other graphical, video, audio, Campaign branding or logos will be collected, collated, curated, used and managed by Mi2Media, LLC and the Wing Luke Museum of the Asian Pacific American Experience (“Campaign Content Managers”), together with their subcontractors, vendors and service providers in furtherance of the Campaign.

Each individual or organization which provides a Submission, recognizes and agrees that the Submission may be used, but does not have to be used by the Campaign Content Managers as part of the Campaign. Notwithstanding its use or non-use by the Campaign Content Managers, each Submission and all right, title and interest thereto, may be permanently be transferred to the Wing Luke Museum, to be archived as part of its permanent story archive collection in whole or in part, and as may be aggregated, curated or lent in whole or in part as part of the collections of the Wing Luke Museum and/or Smithsonian Institutions. All Submissions must be created and authored by the submitter and be an original work as that term is commonly defined under domestic and international copyright law. Any Submission, in whole or in part, in the possession of Campaign Content Managers shall automatically be transferred to the Wing Luke Museum.

By providing the Submission, each entrant warrants to the Campaign Content Managers that (a) the Submission is original to and was created solely by the submitter and has not been copied, in whole or in part, from a copyrighted or proprietary work belonging to someone else, (b) the Submission does not violate any copyright laws, and does not plagiarize, libel, slander, defame, disparage, or otherwise infringe on or violate the rights of any third parties (c) submitter is legally entitled to submit the Submission for the Campaign; (d) if the any individual in the Campaign Content is a minor, then the submitter is a parent or guardian who is legally entitled to submit the Campaign Content and Submission on behalf of their minor, ward or child or has the permission of the parent or guardian of the minor, ward or child(ren) featured; and (d) the distribution, reproduction, display and any other uses of the Submission by the Campaign as permitted herein will not infringe any third party rights. There shall be no limit on the number of Submissions from any submitter, provided that submitter warrants the foregoing separately and discretely for each entry submitted.

Submissions must not defame or invade publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights.

By making a Submission, submitter on behalf of themselves, heirs and assigns, hereby grants a non-exclusive, non-royalty bearing license, worldwide in perpetuity to the Campaign Content Managers to use the Submission in whole or in part, including any personality rights and likenesses of any individual included therein, and any part thereof as follows:

- (1) In any and all marketing, media, promotions, social, digital or web-based content, historical retrospective, highlight videos, public services addresses, commercials, series, exhibits, and any derivatives, excerpts, highlights thereof in support of the Campaign, and any derivatives thereof now or in the future;

- (2) In published content or materials supporting the Campaign or the Wing Luke Museum which may include revenue generating activities consistent with supporting the Campaign and or the usual and customary non-profit activities of the Wing Luke Museum now or in the future; and
- (3) To aggregate, curate, or store all Submissions in whole or in part as part of an ongoing, sustained digital archive, digital gallery, or story corpus by the Wing Luke Museum, to be used by Wing Luke Museum, and its partners in support of its activities;

collectively (“Campaign Materials”), provided that all such uses shall be subject to this license at all times. Campaign Content Managers and their principals, partners and designees, respective agents and agencies, shall be free to exploit its right under this license, including the right to sublicense, to publish, use, adapt, edit and/or modify, perform, broadcast, copy and exploit, including the right to create derivative works from, the Campaign Content, Submission and Campaign Materials in any way, in any and all media whether known or hereafter created, provided that all such uses are tied directly to the Campaign or Wing Luke Museum without further compensation.

INDEMNIFICATION

Each submitter hereby releases, and agrees to defend, indemnify and hold harmless Campaign Content Managers, those working on their behalf, and each of their respective officers, members, managers, directors, representatives, employees, agents, successors and assigns (collectively “Released Parties”), from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in this Campaign or the use of Campaign Content, Submissions or Campaign Materials. Any and all disputes, claims, and causes of action arising out of or in connection with this Campaign shall be resolved individually, without resort to any form of class action. This Campaign shall be governed by, and construed in accordance with, the internal laws of the State of Washington. Any action or litigation concerning this Contest shall take place exclusively in the federal or state courts sitting in King County, Washington, and each entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY’S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT WHETHER FORESEEABLE OR NOT AND WHETHER BASED UPON NEGLIGENCE OR OTHERWISE.

GENERAL CONDITIONS

Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, or garbled Submissions. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Campaign.

The Campaign Content Managers and organizers reserve the right, in their sole discretion, to cancel or suspend the Campaign for any reason, without notice.

By submitting an Submission or Campaign Materials submitter acknowledges and agrees that they are voluntarily providing the Submission and does so knowing that they are sharing personal information which may be Personally Identifiable Information. Submissions will additionally be subject to the content, archival and privacy policies of the Wing Luke Museum.

OFFICIAL CAMPAIGN HASHTAGS: @winglukemuseum, @ourstoriesareyourstories, #OSAYS

Signature: _____

Date: _____

Printed Name: _____