

Spectrum Mobile “Comparte Tu Pasión” TV Video Spot

Call for Submissions Terms and Conditions

OVERVIEW: Persons who are thirteen (13) years of age or older are invited to create a short video (“**Video**”) sharing their best soccer freestyle or ball trick (“**Video**”) and submit their Video to the email address below. Persons who are less than the age of majority in their state of primary residence must have a parent/legal guardian’s permission to submit a video. Employees, officers and directors of Charter Communications Operating, LLC (“**Charter**”), its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and the immediate family members, and/or those living in the same household of each, may not participate in this Call for Submissions.

Videos that are in compliance with the “Video Requirements” and the “Content Restrictions” (as described below) will be reviewed by representatives of Charter Communications Operating, LLC (“**Charter**”) To select one (1) eligible Video which may, at the sole discretion of Charter, be featured in a future advertisement.

Entrants may submit one (1) eligible Video.

HOW IT WORKS – (2) WAYS TO ENTER:

1. **Via Email** - To submit your Video, beginning August 23, 2022 through September 26, 2022 at 11:59 p.m. Eastern Time, follow the video requirements below and send your full name, date of birth, and Video along with a signed copy of this release to spectrum@adcastells.com. If you are less than the age of majority in your state of primary residence, a parent/legal guardian must also provide their full name, an email address and sign this release on your behalf.
2. **Via Instagram** - To submit your Video, you’ll first need to become a registered user of www.Instagram.com (“**Instagram**”) or log into your Instagram account. If you do not have an account, go to Instagram to create one. Instagram accounts are free. By submitting your information and creating an Instagram account, you agree to the Instagram Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create an Instagram account, or submit your Video. Additionally, to enter via Instagram, your account must be set to public in order to be messaged by Charter.

Instagram Entry: To submit your Video via Instagram, post your video on your personal Instagram account along with #ComoGuardado and #Sponsored (the “Required Hashtags”) on the post.

All Videos must comply with the following Video Requirements and Content Restrictions:

Video Requirements:

- Video must be submitted in one (1) of the following formats: .avi, .mpg, .mpeg, .asf, .mov, .mp4 and .wmv;
- Video must be no more than 0:03 - 0:10 seconds in length;
- Video must only feature the person submitting the Video; and
- Video must share your best soccer freestyle or ball trick.

Content Restrictions:

- Video must not contain material that infringes or violates any right of a third party including: (1) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (2) right of privacy or publicity; or (3) any confidentiality obligation.

For example, Videos should **NOT contain** professional athletes, celebrities, names or logos of businesses, clips from television shows or movies; music or lyrics.

- **Video must not contain material that:** 1) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (2) is bigoted, hateful, or racially or otherwise offensive; (3) is discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age); (4) is violent, self-mutilating, vulgar, obscene, pornographic or otherwise sexually explicit; (5) otherwise embarrasses or harms or can reasonably be expected to embarrass or harm any person or entity; (6) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including material that is, or represents an attempt to engage in, child pornography, murder, stalking, cruelty, abuse, sexual assault, fraud, weapons, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity; (7) promotes, depicts or suggests alcohol, illegal drugs, tobacco, computer hacking, firearms or weapons (or the use of any of the foregoing), or any activities that may be construed as unsafe or dangerous, or promotes any particular political agenda or message; or (8) is derogatory to any Releasees (as defined below).
- Video must NOT include third parties/people, who have not expressly authorized submitter to feature their name, image, likeness or voice in the Video or otherwise use such name, image, likeness or voice in accordance with these Terms and Conditions.

The information provided will only be used in compliance with Charter’s privacy policy, located at <https://www.spectrum.com/policies/privacy-policy>.

RESPONSIBILITY FOR REVIEW: When you send your Video to Charter, you instruct Charter to store your Video on Charter’s networks, systems or servers and make your Video available via the Advertisement. By doing so, you agree and acknowledge that (1) Charter shall conduct a cursory review of your Video to determine that it is in compliance with the Video Requirements and the Content Restrictions described above; (2) your Video is published by you and resides on Charter’s systems, networks, or servers solely at your sole direction, and (3) you shall be solely responsible for any Video uploaded, stored, published, or otherwise copied, distributed or displayed by Charter at your direction.

COPYRIGHT CLAIMS: Charter respects and seeks to protect the legal rights of copyright owners. If you believe a Video in the Advertisement infringes upon your intellectual property rights, please submit a notification alleging such infringement (hereafter a “**DMCA Takedown Notice**”). To be valid, a DMCA Takedown Notice must (1) be provided to Charter’s designated agent (“**Copyright Agent**”), as set forth below, and (2) include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Charter’s Copyright Agent to receive DMCA Takedown Notices is: dmca@charter.net.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: By providing a Video, you represent and warrant as follows: (1) you have the right to provide the Video to the Releasees for the uses contemplated herein; (2) the Video is your own, original creation; (3) the Video, as of the date of submission, is not the subject of any actual or threatened litigation or claim; (4) the Video and/or any use thereof by the Releasees as contemplated hereunder does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; (5) you have obtained permission to submit the names, images, and likenesses of all individuals featured in the Video, and (6) the Video does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. By submitting a Video, you hereby agree to indemnify and hold Charter and its parent companies, affiliates and subsidiaries, and advertising agencies, along with any entity involved with this program, and Instagram.com and each of their respective employees, officers and directors (collectively, the “**Releasees**”) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of (i) any breach or alleged breach of any of the warranties, representations or agreements hereunder, or (ii) any use of the Videos by the Releasees as contemplated hereunder.

GRANT OF RIGHTS: By providing a Video as provided herein, you hereby irrevocably grant the Releasees, their affiliates, licensees, sub-distributors and their assignees, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Video in any media now known or hereafter devised including, but not limited to all forms of electronic media, linear and streaming television, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity, promotional and commercial purposes. The Releasees shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter the Video for any purpose which they deem necessary or desirable, and by submitting a Video, you irrevocably waive any and all so-called moral rights you may have therein.

PUBLICITY RELEASE: By submitting a Video, in addition to any other grants which may be granted in any other agreement entered into between you and the Releasees, you irrevocably grant without any additional compensation whatsoever, the Releasees and their assignees, the right to use your name, likeness, biographical information and Video in any and all media for any purpose, including without limitation, advertising and/or promotional purposes, and hereby release the Releasees from any liability with respect thereto.

NO OBLIGATION TO USE: The Releasees shall have no obligation (express or implied) to use any Video, or to otherwise exploit any Video or, if commenced, to continue the distribution or exploitation thereof, and the Releasees may at any time abandon the use of any Video for any reason, with or without legal justification or excuse, and you shall not be entitled to any damages or other relief by reason thereof.

RELEASE: The Releasees assume no responsibility for any damage to your computer system which is occasioned by participating in the Call for Submission, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Releasees are not responsible for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: You hereby acknowledge and agree that the relationship between you and the Releasees is not a confidential, fiduciary, or other special relationship, and that your decision to submit a Video as described herein does not place the Releasees in a position that is any different from the position held by members of the general public with regard to elements of your Video. You understand and acknowledge that the Releasees have wide access to ideas and that new ideas are constantly being submitted to them or being developed by their own employees. You also acknowledge that many ideas may be competitive with, similar or identical to your Video in theme, idea, plot, format or other respects. You acknowledge and agree that the Releasees do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to any Video.

FURTHER DOCUMENTATION: If Charter shall desire to secure additional assignments, certificates of engagement for a Video or other documents as Charter may reasonably require in order to effectuate the purposes and intents of these Terms and Conditions, then you agree to sign the same upon Charter’s request therefor.

I have read the contents of the foregoing Terms and Conditions and fully understand the contents thereof.

Full Name (Printed)	Signature	Date
---------------------	-----------	------

Address (Street, City, State and ZIP)

In the event the above is a minor, such minor’s parent/legal guardian must complete the below

I am the parent/legal guardian of the above-mentioned minor. I consent to the foregoing on behalf of such minor and personally join in the warranties and representations set forth above. I agree to indemnify and hold harmless _____ with respect to any claims which the minor may make as a result of the exercise of its rights hereunder.

Parent’s Full Name (Printed)	Relationship to Minor
------------------------------	-----------------------

Signature	Date
-----------	------

Address (Street, City, State and ZIP)

Email Address
