

PHOTO SUBMISSION TERMS AND CONDITIONS

By submitting a photo through one of these methods described below, you are agreeing to these Terms and Conditions.

Take a photo or find one of your old ones and submit them using the form.

Subject to Section 3a below, please note that the promo code is only eligible on purchases of at least \$100 and you must utilize a promo code received before you can receive an additional promo code for a photo submitted.

1. Requirements for photos being submitted
 - a. Photos must be your original photo. Modification of someone else's image does not count as original for purposes of submissions to SeatGeek.
 - b. You must have the permission of anyone featured in the photo to submit it to SeatGeek under these Terms and Conditions. Photos must not infringe the copyrights or trademarks of any person or entity.
 - c. Photos must be in keeping with SeatGeek's image and may not be offensive, lewd, obscene, sexually explicit, pornographic, immoral, disparaging, defamatory, and/or libelous, as determined by SeatGeek in its sole discretion.
 - d. Photos must not defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.
 - e. By submitting your photo, you agree that SeatGeek can use and shall own the photo and all rights embodied therein, including the right to edit, publish, use, adapt, exploit, modify, copy, disseminate, post or dispose of any submitted materials, online, in print, film, television, or in any other media for advertising and promotional or other purposes without compensation or notification to you of any kind, except as prohibited by law.
2. You understand and acknowledge that by submitting a photo you are not entering or participating in any contest or sweepstakes.
3. Except for the discount code detailed on the submission screen, you understand and acknowledge that you will receive no compensation or remuneration of any kind in exchange for the submission or use of a photo.
 - a. You may submit a photo for a promo code, and must use the promo code prior to submitting an additional photo and receiving an additional promo code to utilize.
Also, please note that the promo code is eligible for *one-time* use only of at least \$100.
4. By submitting a photo, you agree to provide upon request by SeatGeek information about yourself and others who appear in the photo including, but not limited to, name, date of birth, address, e-mail address, Instagram username, etc., and any other information reasonably requested.

5. By submitting your photo, you agree that SeatGeek may use your photographic image and likeness (and the photographic image and likeness of any other persons shown therein) for advertising, promotional and other purposes in any and media now or hereafter known without further compensation, notification or release and without limitation to time or territory.
6. SeatGeek reserves the right in its sole discretion to decline to use any photo that is submitted at any time and for any reason.
7. You represent and warrant that:
 - a. you have the permission of all persons featured in your photo to submit the photo under these Terms and Conditions; and
 - b. your photo is your original work and is exclusively owned by you.
8. By submitting the photo, you agree to defend, hold harmless and indemnify SeatGeek and its parents, subsidiaries, affiliates, respective officers, directors, employees or agents (collectively, the "Released Parties") against any and all claims, including claims of alleged or actual infringement of any intellectual property rights, proprietary rights, rights of privacy and publicity, moral rights and rights of attribution raised by third parties in connection with any photo submitted.
9. The Released Parties are not responsible for any injury, losses, or damages of any kind resulting from the submission of your photo.
10. Released Parties assume no responsibility for notifying you as to why your photo is or is not used.
11. Released Parties assume no liability for any error, omission, deletion, defect, theft, destruction, or alteration of any photo.
12. You expressly release the Released Parties from and against any and all claims which you have now or may have in the future for invasion of privacy, defamation, violation of rights of publicity or any other cause of action arising out of distribution, copying, display or other use of the photo in any medium.
13. Your submission of a photo shall be exclusively governed by and construed in accordance with the laws of New York, without regard to conflicts of law provisions. You (or your parent/legal guardian should you be a minor in their state of residence) submit to exclusive personal jurisdiction in New York, and agree that any dispute shall be resolved by binding arbitration to be held in New York, NY via the Rules for Commercial Arbitration of the American Arbitration Association. In the event that arbitration is prohibited by law, any person submitting any materials agrees that any lawsuit or legal action with respect to any submitted materials must be brought in the state or federal courts in New York, New York. SEATGEEK AND YOU AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND THAT CLAIMS MUST PROCEED ON AN INDIVIDUAL AND NON-CLASS AND NON-REPRESENTATIVE BASIS.
14. Any questions regarding these Photo Submission Guidelines should be directed to the Webmaster: hi@seatgeek.com .