

PHOTO SUBMISSION AGREEMENT

This Photo Submission Agreement ("Agreement") is a legal contract between you and Continental Mills, Inc. ("Continental Mills"). By clicking on the "Accept" button below or otherwise submitting any drawing(s), pictures, or photographs or other material or content ("Content") through www.krusteazgivesback.com (the "Site"), you agree to be bound by the terms and conditions of this Agreement. You must be at least 18 years old (or the age of majority in your state of residence) to submit Content to the Site. Click the "Decline" button if you do not agree.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SUBMITTING CONTENT. THIS AGREEMENT INCLUDES IMPORTANT TERMS REGARDING YOUR INTELLECTUAL PROPERTY RIGHTS IN YOUR CONTENT SUBMITTED TO THE SITE; GRANTS CERTAIN RIGHTS AND RELEASES; AND MAKES CERTAIN REPRESENTATIONS, WARRANTIES AND INDEMNITIES REGARDING THE CONTENT YOU SUBMIT.

In consideration of allowing you to submit the Content, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree as follows:

- 1. License.** You grant to Continental Mills a perpetual, irrevocable, royalty-free, worldwide license ("License") to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense the Content, or any portion thereof, in any manner, form, media or technology now known or later developed. Without limiting the foregoing, this grant includes the right to make editorial revisions to the Content, to use and publish the Content in any manner and form, including electronic form, on the Site or in other media, whether now or later created; to use the Content for Continental Mills' own internal business purposes; to reproduce and distribute the Content for marketing and publicity purposes and to sublicense any of the foregoing to third parties. You further grant to Continental Mills the right to use your name, image and likeness on and in connection with the Content and the Site, including without limitation use in the exhibition, broadcast, distribution, advertising or promotion of the Content and the Site. Continental Mills will have no obligation to publish, use or retain any Content you submit or to return any such Content to you and may remove any Content from the Site at any time in its sole discretion for any reason or for no reason. At Continental Mills' request, you agree to sign a written agreement confirming the terms of this Agreement and to take other measures Continental Mills reasonably requests to evidence the rights granted in this Agreement. Content submitted to Continental Mills will not be returned.
- 2. Site Terms of Use.** You agree to read and abide by the Site Terms of Use ("Site Terms") available at www.krusteazgivesback.com, along with any other Continental Mills terms, conditions, and/or policies on the Site, and not to submit any Content that is not fully compliant with such terms, conditions, and/or policies.
- 3. Representations and Warranties.** You represent and warrant that (a) you are eligible to submit the Content; (b) the Content is original to you and that you are the owner of all right, title and interest in and to the Content and have the right to grant the rights granted herein or, alternatively, you have obtained all necessary rights and permissions to use and submit the Content to Continental Mills and the Site and to provide all the rights specified in this Agreement; (c) you have the unconditional right to submit the Content to Continental Mills pursuant to this Agreement and the Content and the use thereof as contemplated herein does not and will not violate or infringe upon any law or regulation or the rights of any third party, including without limitation any intellectual property rights, rights of privacy and rights of publicity; (d) the Content does not contain any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data; (e) all statements that you assert as fact are true and accurate; and (f) the Content will fully comply with the Site Terms and all other Continental Mills terms, conditions, and policies on the Site. You acknowledge that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the License.

4. Waiver and Release. By submitting the Content, you hereby release Continental Mills from any liability whatsoever, and waive the right to make any claims against Continental Mills, arising out of, or relating to, the Content or the use of your name, image and likeness as set forth in this Agreement, including, but not limited to, claims of infringement, unfair competition, breach of implied contract, breach of confidentiality, and violation of the right of privacy or rights of publicity.

5. No Confidentiality. You realize that Continental Mills may have access to, or may independently create content and material similar or identical to, the Content you submit, and you agree that you will not be entitled to any compensation by reason of the use by Continental Mills of such similar or identical material. You understand and agree that all Content submitted to Continental Mills will not be treated as confidential, and you agree not to include or disclose any trade secrets or other confidential or proprietary information of a third party in any Content.

6. Indemnification. You hereby agree to defend, indemnify, and hold harmless Continental Mills, and its parent companies, subsidiaries, affiliates, successors and assigns, from and against any and all claims, demands expenses, losses or liabilities including, without limitation, reasonable attorneys' fees and punitive damages, arising out of or in connection with the Content, or any use thereof, including without limitation those arising from any breach, or alleged breach, of the warranties, representations and promises provided by you in this Agreement.

7. Miscellaneous. This Agreement, together with the Site Terms, embodies the parties' entire agreement and supersedes any prior agreement, express or implied, written or oral, with respect to the Content. To the extent that there is any conflict between the terms of this Agreement and the Site Terms, the terms of this Agreement will control. No modification, deletion, amendment of any provision is binding unless in writing signed by each party's authorized representative. This Agreement shall be construed in accordance with the laws of the State of Washington without regard to its choice of law provisions. The parties hereby consent to the jurisdiction of the state and federal courts located in the State of Washington with venue in King County, Washington. All of the covenants, terms, provisions and agreements contained in this Agreement will be binding upon, and inure to the benefit of, the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.