

USER GENERATED CONTENT TERMS OF USE AND LICENSING AGREEMENT

**PLEASE READ THIS AGREEMENT CAREFULLY.
IT CONTAINS IMPORTANT TERMS THAT AFFECT YOUR LEGAL RIGHTS.**

Dakota County Technical College and Inver Hills Community College's Marketing and Communications Division (hereafter, "Minnesota State") reaches out to students to seek their permission to feature our favorite content on our various sites, social channels, and various promotional materials. You may be reading this because we have requested your permission to use your content for virtual commencement ceremony on June 14, 2020.

By submitting your photograph, video and statement ("Content") for use in the virtual commencement ceremony, you hereby agree to these Terms of Use and Licensing Agreement:

- You grant the Board of Trustees of the Minnesota State Colleges and Universities ("Minnesota State") a worldwide, non-exclusive, perpetual, royalty-free license to use your Content at Minnesota State's discretion, including but not limited to resharing the Content on Minnesota State's social media accounts and incorporating the Content into promotional and marketing materials, including video. You agree that Minnesota State may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your Content in any manner. You waive any rights that you may have to inspect or approve the finished Content.
- You grant Minnesota State the right to use your real name, social media username, likeness, descriptions of you, location, voice, or other identifying information in connection with the above license to use your Content. You consent to the public release of the Content for the above-stated purposes, pursuant to the consent provisions of the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) and/or the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 et seq., if applicable.
- You represent and warrant that (i) the Content does not infringe any valid copyright or other proprietary right of any other person, and if the Content contains any copyrighted material that is not in the public domain and not owned by you, you have obtained permission to use such material, and will provide copies of such permissions to Minnesota State upon request and at your own expense; (ii) you have the sole power to convey all rights granted and licensed herein; (iii) the Content contains no content promoting for-profit companies, goods or services; (iv) you are not a minor; and (v) the Content contains no libelous, defamatory or other unlawful material.
- You represent and warrant that the Content does not contain the name, likeness, descriptions, voice or other identifying information of a third party, unless such party has consented to such name, likeness, description, voice or other identifying information being shared with Minnesota State and for Minnesota State to reshare. If

there are names, likeness, descriptions, voice or other identifying information of a minor, such minor's parent or guardian must have provided such consent.

- You acknowledge that Minnesota State will rely on this waiver and release in producing, broadcasting, and distributing materials containing your name, likeness, identity, voice, photographic image, videographic image or oral or recorded statements, and that you will receive no money or remuneration of any kind from Minnesota State related to the Content.
- Minnesota State reserves the right not to use or, if used, to remove any Content without notice.
- This constitute the entire agreement between you and Minnesota State with respect to use of your Content. This Terms of Use and Licensing Agreement is non-assignable. The validity and interpretation of this Agreement shall be governed by and construed in accordance with Minnesota law and the applicable U.S. Federal law, without regard to conflict of law rules or principles.
- You acknowledge and represent that you are over the age of 18, and that you understand the contents, meaning, and impact of this agreement, and have agreed to its terms knowingly and voluntarily. Your consent expires upon completion of the stated purpose for the Content or upon written notice to Minnesota State that you revoke your consent, whichever comes first.