



1000 Potato Roll Lane • Chambersburg, PA 17202-8897 • 1-800-548-1200 • www.potatorolls.com

Version 4.28.2020

Video Use Agreement

I, _____, represent and warrant to Martin’s Famous Pastry Shoppe, Inc. (“**Martin’s**”) that my image, likeness, and/or voice is included in the video submitted by _____ to Martin’s in connection with Martin’s Video Scholarship Contest.

I hereby consent to the use of my image, likeness, and voice in the video. I hereby grant to Martin’s the following rights:

1. The right to use my name and the right to display, broadcast, publish, reproduce, edit, modify, and use the recordings of my image, likeness, and voice in the video in any and all media (including, without limitation, Martin’s websites and social media sites), anywhere in the world, for advertising, publicity, commercial, or other business purposes.
2. The right to incorporate such recordings (including edited or modified versions of such recordings) into other content, productions, or materials and display, broadcast, publish, reproduce, and use the same in any and all media, anywhere in the world, for the purposes stated above.
3. The right to license such rights to third parties.

I waive any right to inspect, approve, or receive notice of such uses of my image, likeness, and voice. I waive any right to any payment or other compensation arising out of or related to such uses of my image, likeness, and voice. I agree that Martin’s may exercise the rights described above without attribution to me.

I hereby release Martin’s and its agents and representatives from any and all claims or allegations arising out of or related to the exercise of Martin’s rights under this agreement and any and all claims or allegations that any content, productions, or materials produced or prepared by or on behalf of Martin’s infringes on my rights.

I represent and warrant to Martin’s that I am 18 years of age or older as of the date of this agreement, I have the legal authority to enter into this agreement, and this agreement is binding on me.

There is no time limit on this agreement. I agree that the rights I grant to Martin’s in this agreement are perpetual and I cannot revoke this grant.

I agree that any and all claims or disputes arising out of or related to this agreement, and any claims for damages, will be resolved exclusively by final and binding arbitration, such arbitration will be conducted under the rules of the American Arbitration Association, and such arbitration will be conducted on an individual basis only, without resort to any form of class, collective, representative, or multi-plaintiff action.

By signing this agreement, I acknowledge that I have read and understand this agreement and agree to be bound by it.

Signature: _____

Address: _____

Print Name: _____

Date: _____