

Video Use Agreement

This Video Use Agreement (this “**Agreement**”) is entered into as of _____, by and between Martin’s Famous Pastry Shoppe, Inc. (“**we**” or “**us**”), a Pennsylvania corporation, and _____, a natural person having a place of business or residing at _____ (“**you**”).

You submitted a video to us in connection with the Martin’s Video Scholarship Contest (the “**Contest**”). The video incorporates our names, trademarks, service marks, trade dress, or logos (collectively, “**Martin’s Marks**”). In consideration of the covenants and agreements made herein, with intent to be legally bound, we and you agree as follows:

1. Your Limited Right to Use the Video; Our License to You.

a. Subject to the other provisions of this Agreement, you will have a limited, non-exclusive, non-assignable, and revocable right to publish the video you submitted to us in connection with the Contest (the “**Video**”) without modification on your personal social media accounts and use Martin’s Marks incorporated into the Video solely to publish the Video on your personal social media accounts; provided that we will have the right to terminate any or all such rights to use Martin’s Marks at any time, with or without cause, and, in such case, you will immediately cease and desist such uses of Martin’s Marks.

b. You will submit all content, productions, or other materials that incorporate Martin’s Marks to us for our approval before using such materials in any public medium. We have the right to approve or reject each use of Martin’s Marks in our sole discretion.

c. You will not revise, modify, or otherwise alter the design or appearance of any Martin’s Marks or combine or co-brand Martin’s Marks with the marks of any third party, except as approved by us in advance.

d. You do not hereby acquire any right, title, or interest in or to any Martin’s Marks other than the limited license to use the Martin’s Marks in accordance with this Section 1. Martin’s Marks will remain our sole property and all use of Martin’s Marks by you will inure to our benefit.

2. Our Right to Use the Video.

a. You irrevocably grant to us the unconditional and perpetual right to display, broadcast, publish, use, edit, and/or modify all or any part of the Video (or any content, production, or other material similar to the Video) in any way, and to use your name and likeness, in each case, in any and all media, throughout the world, for any purpose, and without attribution, notice, or consideration to you.

b. We will not be obligated to pay you any payment or other compensation for our display, broadcast, publication, use, edit, and/or modification of all or any part of the Video (or any content, production, or other material similar to the Video) or our use of your name and likeness.

c. The Video will be considered a “work made for hire” and all right, title, and interest in and to the Video hereby vest exclusively in us and, if all or any part of the Video does not qualify as a “work made for hire”, you irrevocably assign to us all right, title, and interest in the Video; provided that you will have the limited right to use the Video in accordance with and subject to Section 1 above.

3. Your Representations, Warranties, and Covenants to Us. You represent and warrant to us that:

a. When you entered into the Contest and submitted the Video to us, you were 18 years of age or older and enrolled as a student pursuing a degree in marketing, communications, or advertising at an accredited college or university listed in the U.S. Department of Education’s database of accredited postsecondary institutions and programs.

b. When you entered into the Contest and submitted the Video to us, your university and personal home residence were within 100 miles of 1000 Potato Roll Lane, Chambersburg, Pennsylvania 17202 or 2000 Potato Roll Lane, Valdosta, Georgia 31601.

c. The Video is your original work product and does not infringe on any person's intellectual property rights (including copyrights and trademarks) or rights of privacy or publicity.

d. You have obtained and delivered to us a signed release, in the form of release provided by us to you, from each identifiable person appearing in the Video that grants us permission to use that person's image, likeness, and/or voice, as the case may be.

4. Indemnification. You will defend, indemnify, and hold harmless us from and against any and all claims, actions, suits, losses, liabilities, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, incurred or suffered by us that arise out of or in connection with (a) any actual or alleged infringement by the Video, or our use of the Video in accordance with this Agreement, with any third party intellectual property rights or rights of privacy or publicity, (b) any breach or inaccuracy of your representations or warranties set forth in this Agreement, or (c) your breach or failure to perform or comply with any of your covenants or agreements set forth in this Agreement.

5. Confidentiality. Subject to your obligations under applicable law, you will not (a) disclose this Agreement or any of our confidential or propriety information to any other person or entity or (b) use such information for any purpose other than the performance of your obligations under this Agreement. You will return any of our confidential or propriety information in your possession or control to us immediately upon our request. For sake of clarity, you may disclose the existence of this Agreement if required by applicable law.

6. Arbitration. Except where prohibited by law, (a) any and all claims or disputes arising out of or connected with the construction, interpretation, or enforceability of this Agreement or the Contest's official rules, or the rights or obligations of you or us in connection with this Agreement or the Contest, will be resolved exclusively by final and binding arbitration, (b) such arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) and conducted under the rules of the American Arbitration Association, (c) such arbitration will be conducted on an individual basis only, without resort to any form of class, collective, representative, or multi-plaintiff action, and (d) judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitrator will determine whether or not an issue is arbitrable; provided that any dispute concerning the validity or enforceability of the prohibition in this Agreement against class, collective, representative, or multi-plaintiff action arbitration will be decided by a court of competent jurisdiction, and no arbitrator will have any authority to consider or decide any issue concerning the validity or enforceability of such prohibition.

7. Governing Law and Venue. Any and all claims or disputes arising out of or connected with this Agreement or the Contest's official rules, or the rights or obligations of you or us in connection with this Agreement or the Contest, will be governed by the laws of the Commonwealth of Pennsylvania, without reference to any choice of law or conflict of laws principles; provided that, if the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) applies or would otherwise (i.e., but for the first part of this sentence above) apply to any arbitration conducted pursuant to the terms of this Agreement or the Contest's official rules, that arbitration will be governed by the Federal Arbitration Act. Subject to the provisions in this Agreement regarding arbitration, any and all such claims or disputes will be resolved in the federal or state courts located in Franklin County, Pennsylvania and, to the extent permitted by law, each party waives all rights to trial by jury in any action or proceeding instituted in connection with this Agreement or the Contest.

In witness whereof, the parties have signed and delivered this Agreement as of the day and year first above written.

Martin's Famous Pastry Shoppe, Inc.

[insert name of licensee]

By: _____

Name: _____

Title: _____