

YOU ON DEMAND TERMS AND CONDITIONS

Date _____

I agree to the following terms with respect to the material I am submitting (the "Submission") through BHN's You on Demand service:

1. I understand that whether or not to include the Submission or to remove the Submission is completely in BHN's discretion, and that whether or not you include it, BHN will not return my submission to me and has no obligation to retain it. Therefore, I understand that I need to keep a copy of whatever I send you, and I will do so. BHN will not make any payment to me or to any third party for usage of my video.
2. You retain ownership of your copyright in the Submission. BHN and others it may authorize may copy, edit, distribute, publicly perform, publicly display, store, enhance, make derivative works of, and otherwise use and promote the Submission, on any of their cable television stations or web sites, or in other media, in perpetuity. BHN and others it may authorize may use any promotional materials provided by me, as well as my name, likeness and information about me in connection with use of the Submission. BHN will not air or display my street address or phone number in connection with the Submission (except to the extent it is contained in the Submission). BHN and others it may authorize also may run advertising and other promotional material in connection with the Submission.
3. I represent that: (a) I own or have the appropriate rights for BHN and others it may authorize to use the Submission, including any music in the Submission, (b) the Submission and any use of the Submission do not and will not violate any law or infringe any rights of any party, including any copyright and/or rights of privacy or publicity, or defame anyone, (c) no permission or release from, or payment of any money or other compensation to, any third party is necessary in order to use the Submission, (d) I understand that I may not submit any video created by third parties, including but not limited to parts of television shows, movies, and the like, and (e) I have full right, power and authority to enter into this agreement and to grant all of the permissions stated above.
4. I further represent that any Submission I submit is not pornographic, and does not contain any racist, hate speech, gratuitous violence, threatening, [advertising, commercial,] phishing, or gambling content, and that no people or animals were harmed in the making of the Submission.
5. I will indemnify and hold harmless BHN and its owners, affiliates, licensees, officers, employees and representatives (and third parties authorized by BHN) against any claims, damages, judgments, liabilities costs and/or expenses (including reasonable attorneys' fees and costs) as a result of any actual or alleged breach of my warranties and representations as set forth in this agreement.

6. I understand that my submission of the Submission is also subject to the User Agreement [<http://www.cfnews13.com/cfnews13useragreement.aspx>] and Privacy Policy [<http://www.cfnews13.com/privacypolicy.aspx>] of the cfnews13.com web site. In case of direct contradiction between this agreement and the User Agreement or Privacy Policy, the terms of this agreement will govern.
7. This agreement, along with the User Agreement and Privacy Policy of the web site, constitutes the entire understanding between me and BHN with respect to this subject matter, and supersedes any prior agreements, representations or understandings, whether written or oral, with respect to this subject matter; it cannot be modified except in a writing signed by an authorized BHN representative.

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