



# OhioSPEAKS

ADVOCATES FOR OHIO'S FUTURE

## Guidelines and Rules

[Click here](#) for a summary of these guidelines and rules.

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These “Guidelines and Rules” govern your submission of a video, audio, or written entry (“Entry”) to Advocates for Ohio’s Future’s OhioSPEAKS project. Advocates for Ohio’s Future is a statewide coalition that works to maintain vital public services — health, human services, and early care & education — at a level that meets people’s basic needs and protects our most vulnerable populations. By uploading or sending an Entry to Advocates for Ohio’s Future’s website, you agree to these Guidelines and Rules and Advocates for Ohio’s Future’s Terms of Use, [found here](#). Additionally, your submission is governed by Advocates for Ohio’s Future’s privacy policy, [found here](#).

Please note that we reserve the right to update or modify these Guidelines and Rules without advance notice by posting a revised Guidelines and Rules to this website. Visitors can determine whether the Guidelines and Rules have been modified since your last visit by checking the “Last updated” legend posted at the top. By using this website, you agree to be bound by the version of the Guidelines and Rules then in effect. If at any point you no longer agree to these Guidelines and Rules, please alert [advocatesforohio.org](mailto:advocatesforohio.org).

### License and Rights

By submitting an Entry, you grant Advocates for Ohio’s Future and their respective agents an unlimited, irrevocable, non-exclusive, worldwide, perpetual, unconditional, gratis license and right to edit, modify, adapt, distribute, stream, post, publish, broadcast, reproduce, encode, store, copy, transmit, publicly display, exhibit, and or otherwise use or reuse (without limitation as to when or to the number of times used) the Entry and all elements thereof, in whole or in part, including any persons or likeness embodied therein, and may use it in any and all media, now or hereafter devised.

You represent and warrant that the Entry is your original work and has been legally created, or that you have the right to grant a license to Advocates for Ohio’s Future in the manner described herein. You represent and warrant that publication of the Entry via various media including Web posting, will not infringe on any third party rights, including copyright, trademark, rights of privacy, publicity or other intellectual property or other legal or moral rights.

Your Entry must not contain brand names or trademarks, unless authorized. Your Entry must not contain music, photos or artwork not created by you, unless authorized. You represent and warrant that you have obtained permission from all persons whose name, likeness, talent, or voice is used in the Entry, or

the permission and signature of their legal guardian or parent, if applicable. A sample personal release form can be found [here](#), a sample video release form can be found [here](#), and a sample copyrighted material release form can be found [here](#).

Upon Advocates for Ohio's Future request, you must provide a signed written personal release, license, assignment, or other proof showing that you have the aforementioned rights and authorizations. Additionally, you agree to sign all additional legal forms deemed necessary by Advocates for Ohio's Future to establish Advocates for Ohio's Future right to display your Entry.

Although Advocates for Ohio's Future is not under any legal or contractual obligation to do so, Advocates for Ohio's Future reserves the right to review and/or edit any and all Entry elements for any reason.

## **Notices**

Should you at any time prefer that Advocates for Ohio's Future no longer display your Entry, you may contact us at [wpetrik@advocatesforohio.org](mailto:wpetrik@advocatesforohio.org) with your request. Advocates for Ohio's Future will make an effort to accommodate any such request, but cannot guarantee or warrant that such a request will be honored.

You understand and agree that your Entry may be posted online and viewed by other people.

## **Disclaimers**

You acknowledge that once an Entry is uploaded or sent to Advocates for Ohio's Future that it is considered final and will not be returned. However, if you contact us at [wpetrik@advocatesforohio.org](mailto:wpetrik@advocatesforohio.org), we will make an effort to accommodate your request that your video be taken down. You acknowledge that Advocates for Ohio's Future has no obligation to use or post your submitted Entry. You agree that Advocates for Ohio's Future, in its sole discretion, may remove your Entry at any time and for any reason, including if it believes, in its sole discretion, that your Entry fails to conform to these Guidelines and Rules.

You represent and warrant that you will indemnify and hold harmless Advocates for Ohio's Future, including each of Advocates for Ohio's Future coalition partner's respective current and former directors, trustees, officers, staff members, assignees, agents, and licensees, from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, your Entry, or your conduct in creating your Entry or otherwise in connection with this project.

Advocates for Ohio's Future are not responsible for lost, late, incomplete, invalid, un-intelligible, garbled, delayed, inaccurate or misdirected Entries, Entries not uploaded in accordance with instructions, or Entries not received for any reason; all of which will be disqualified. Advocates for Ohio's Future reserve the right to, but are not obligated to, monitor/screen entries prior to posting them. Any waiver of any obligation hereunder by Advocates for Ohio's Future does not constitute a general waiver of any obligation to you or required of you.