

Legendary Comics Tumblr TERMS OF SUBMISSION & SUBMISSIONS CONTRACT

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3. You agree to provide some information about yourself to Tumblr and Legendary.

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SUBMISSIONS CONTRACT

IMPORTANT LEGAL NOTICE: AGREEMENT FOR SUBMITTING CONTENT TO Legendary Pictures

ATTENTION: These terms and conditions (the "**Terms and Conditions**") apply to the website under the domain name legendarycomics.tumblr.com (the "**Website**") and to any electronic correspondence between you and Legendary Pictures Productions, LLC concerning submitting content to this Website.

Please read the Terms and Conditions carefully before submitting content to this Website. Submitting or attempting to submit content, including but not limited to any artistic, literary or dramatic works ("Works"), to this Website indicates that you accept these terms. If you do not accept these Terms and Conditions, do not submit Works to this Website. This notice is issued by Legendary Pictures Productions, LLC (the "Company").

1. INTRODUCTION

- 1.1 You may only submit Works to this Website by expressly acknowledging acceptance of these Terms and Conditions and providing an email address.
- 1.2 The Company may revise these Terms and Conditions at any time by updating this posting. You should check this Website from time to time to review the current Terms and Conditions, because it is binding on you. Certain provisions of these Terms and Conditions may be superseded by expressly designated Terms and Conditions or terms located on particular pages at this Website.

2. INTELLECTUAL PROPERTY RIGHTS

- **2.1** Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by the Company or its licensors.
- **2.2** Any rights not expressly granted in these terms are reserved.
- **2.3** You represent and warrant that you are the owner of all right title and interest in the Works or that you have the right to grant the license set forth below in paragraph 3.1.

3. VISITOR'S SUBMISSION OF WORKS

- **3.1** In consideration for your Works appearing on the Website, you grant the Company a perpetual royalty free non-exclusive license to use, reproduce, modify, translate, transmit, distribute and sublicense any Work(s) you supply or communicate to the Website in any medium, now in existence or hereafter developed, for any purposes, including commercial use.
- **3.2** Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website shall be considered non-confidential and non-proprietary. The Company shall have no obligation with respect to such material.
- **3.3** You are prohibited from posting or transmitting to or from this Website any Works for which you have not obtained all necessary licenses and/or approvals.
- **3.4** The Company respects the intellectual property rights of others, and we ask our users do the same.

3.5 If you believe your work has been copied and is accessible on the Website, or that it contains links or references to another online location that contains Works that infringes your copyright, please contact the Company at info@legendary.com

4. INDEMNITY

- **4.1** You agree to indemnify the Company and its affiliates, employees, agents, its designees and licensees and to hold them harmless from any and all claims and liabilities (including legal fees) that may arise from your submissions of Works to the Website, from your breach of these Terms and Conditions, or from any such acts arising from your use of the Website.
- **4.2** You agree to indemnify the Company, and any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of the Company's group companies and the officers, directors, employees, shareholders, agents or any of them, from all liability and responsibility for any amount or kind of loss or damage that may result to you or to a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in any way or in connection with submitting Works to this Website or by the Company reproducing the Works in any form.

5. LIABILITY

- **5.1** Nothing in this Terms and Conditions shall exclude or limit the Company s liability for: (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or (b) fraud; or (c) misrepresentation as to a fundamental matter; or (d) any liability which cannot be excluded or limited under applicable law.
- **5.2** If the submission of Works to this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

6. PRIVACY POLICY

The information that you provide about yourself to the Company will only be used by the Company in accordance with its Privacy Policy. The Privacy Policy does not apply to third party sites.

7. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the United States, where the issue is a federal question and the laws of the State of California where the issue is a state question. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction and venue of a court in the State of California and disputes arising in connection with the copyright laws shall be subject to the exclusive jurisdiction of the United States Courts in the Southern District of California.

8. EFFECTIVE DATE

This Agreement is effective on the date you agree to these terms and conditions by successfully submitting the Work(s).