

# HBCU DESIGN CHALLENGE

## Consent Waiver and Release Form

**This consent, waiver, and release form must be submitted with each separate design. A separate form must also be submitted for each person who contributes to the design. By submitting a design to Penney OpCo LLC (“JCPenney”), you are agreeing to abide by the Rules and Regulations of the JCPenney HBCU Design Challenge, and that winning entries will be selected by the JCPenney Design Council whose decision is final.**

I, \_\_\_\_\_, hereby submit the product design identified as:  
\_\_\_\_\_ (Design) to JCPenney for consideration in the JCPenney HBCU Design Challenge.

I hereby swear, affirm or certify that I am the sole creator of the Design. I agree that if the Design is selected as a winning submission, I, on my own behalf and on behalf of my heirs, representatives, executors, assigns, administrators or any other person acting on my behalf or on behalf of my estate, hereby grant JCPenney perpetual, non-exclusive, royalty-free license to use, reproduce, edit, display, prepare derivative works of, modify, publish or otherwise make use of the submitted entry design, including for the use of marketing, manufacturing, distribution, sales and marketing purposes. I hereby irrevocably authorize JCPenney, or an authorized agent thereof, to edit, alter, copy, exhibit, publish and/or distribute the winning Design for any and all lawful purposes. In addition, I waive any right to inspect or approve the finished product wherein the winning Design appears. Additionally, I waive any right to royalties or other compensation arising out of or related to JCPenney’s use of the winning Design beyond the initial cash prize. I acknowledge and understand that no First or Second Place prize will be awarded to an individual until they have executed a Conveyance of Intellectual Property Agreement.

I, \_\_\_\_\_, hereby grant JCPenney the right to use my name, photograph, statements, quotes and testimonials in relation to the Design, regardless of whether the Design is chosen as the winning Design, for any lawful purposes without notification or compensation. I specifically acknowledge and understand that JCPenney maintains the right to reproduce, reprint, distribute, display or exhibit the Design, if selected as a winning design, for advertising, publicity and promotional purposes on its website, social media, television, radio, newspaper, magazine or other media outlets. I hereby swear, affirm or certify that the Design is an original work and does not violate copyright laws or infringe upon the intellectual property rights of another. I hereby agree to indemnify and hold JCPenney harmless from any claims of copyright infringement or any other claims of third party related to or in any way associated with the Design. I understand, acknowledge and agree that if any part of my Design is found to infringe on the copyright or intellectual property rights of another work or design, that such finding will result in the immediate withdrawal from the contest, and I will forfeit any prize or recognition in connection with the contest.

Submitter Full Name (Print): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Submitter’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_