

# Texas Poison Center Network 2024 Video Contest Entry Form

## CONTEST ENTRY FORM

**All boxes below must be completed before the contest entry form is submitted.**

Student's Name:

Parent or Guardian's Name:

Student's Age:

Student's Grade:

County of Residence:

School:

Title of Video:

E-mail Address:

Phone Number:

BY CLICKING THE "I ACCEPT" BUTTON BELOW, I AGREE, FOR MYSELF AND ON BEHALF OF MY CHILD AS FOLLOWS:

**I, the undersigned parent or legal guardian**

, request that my child be allowed to participate in the National Poison Prevention Week Video Contest.

I have read and agree with, and I will fully and completely comply with, and will ensure that my child fully and completely complies with, the National Poison Prevention Week Video Contest Rules found on Texas Poison Center Network's website ([www.poisoncontrol.org](http://www.poisoncontrol.org)). I AGREE THAT I WILL NOT PERMIT MY CHILD TO HANDLE, INGEST OR USE ANY ACTUAL POISONOUS OR HAZARDOUS SUBSTANCES IN CONNECTION WITH THE VIDEO. I AGREE THAT I AM RESPONSIBLE FOR THE HEALTH AND SAFETY OF MY CHILD AND THAT I WILL SUPERVISE MY CHILD AT ALL TIMES DURING THE MAKING OF THE VIDEO.

Texas Poison Center Network ("TPCN") reserves the right to cancel, suspend and/or modify the video contest (the "Contest"), or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by TPCN in its sole discretion. If the Contest is terminated, TPCN may, in its sole discretion, determine the winners from among all non-suspect, eligible videos received up to time of such action. TPCN, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the submission process or the operation of the Contest or to be acting in violation of these rules or any other promotion or in an unsportsmanlike or disruptive manner and void all associated submissions. TPCN's failure to enforce any term of the Rules shall not constitute a waiver of that provision.

The Texas Poison Center Network, and their respective directors, commissioners, officers, employees, and agents (collectively, the "Released Parties"), are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized intervention in any part of the submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of videos or the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from my child's participation in the Contest. Released Parties are not responsible for misdirected or undeliverable videos or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any video.

I agree, on my behalf and on behalf of my child, to release, indemnify and hold the Released Parties, harmless, from and against any and all claims, damages, liability, costs, or demands, arising from or relating to my child's participation in the Contest, including but not limited to any personal injury that my child or others may sustain, or any property damage, however caused and whenever realized.

I expressly grant TPCN a royalty-free, sublicensable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, edit, translate, distribute, perform, display, and make derivative works of such video and the voices, and/or likenesses as contained in the video, in whole or in part, and in any form, media or technology, whether now known or hereafter developed including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe.

All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules, or the rights and obligations of the parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

## **Signature & Date**

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