

Holiday Wishes 2019 Application Terms & Conditions

By submitting this application, and in consideration for participating in the Holiday Wishes campaign:

1. I represent and warrant I am submitting this application on my behalf as an individual or as the authorized representative of an organization (“Organization”).
2. I grant, in my individual capacity or in my capacity as an authorized representative of the Organization, as applicable, to The Petco Foundation (“Foundation”) and Petco Animal Supplies Stores, Inc. (“Petco”), the worldwide, irrevocable, royalty-free, and sublicenseable right: (A) to reproduce, distribute, create derivative works of, publicly display and perform and otherwise use all content (including photographs, video, text, and otherwise) that I submit on my own behalf or on behalf of the Organization (collectively, “Submission”) in all media now known or later developed including for advertising, promotion, trade, other commercial purposes, and fundraising or other charitable purposes of the Foundation; (B) to use my name, voice, and likeness and biographical information or the Organization’s name and other identifying information in connection with use of the Submission; and (C) to authorize others with which Foundation or Petco has a business relationship, such as suppliers to Petco, to exercise any or all of the foregoing rights.
3. I represent and warrant, on my own behalf or on behalf of the Organization, that: (A) the Submission, including the story contained therein, is original and written by me or by an authorized representative of the Organization, is true and correct in all material respects, and does not infringe the rights of any third party; and (B) I or the Organization have obtained all third-party permissions necessary to grant the rights granted (including permission to use the name, voice, and likeness of any other party). I give consent for the Foundation to use my Submission and contact information when reaching out to my nominated animal welfare organization.
4. I acknowledge and agree, on my own behalf or on behalf of the Organization, that the Foundation’s or Petco’s use of the Submission does not imply it is a winning entry and all Foundation decisions concerning the Holiday Wishes campaign are final.
5. I consent to receive promotional emails from Petco and the Petco Foundation. You may opt out of receiving these emails at any time after receiving the first email.
6. I acknowledge that the Petco Foundation and Petco reserve the right to edit all stories submitted for brevity or clarity before being published and to edit any photos or video submitted with the story.

7. I give permission for the Foundation, Petco, and any third party retained by the Foundation to contact me and/or the Organization to obtain or create additional content (including photographs, video, text, and otherwise) (together, "Additional Content") for advertising, promotion, trade, other commercial purposes, and fundraising or other charitable purposes of the Foundation. I acknowledge and agree the representations, warranties, permissions, grants of rights, and releases given in this release made on my behalf or on behalf on the Organization apply to any Additional Content.

8. I acknowledge and agree that if selected as a Holiday Wishes prizewinner, I (on behalf of myself or the Organization, as applicable) irrevocably give the Foundation and Petco exclusive rights to reproduce, distribute, create derivative works of, publicly display and perform and otherwise use the story in the Submission ("Story") in all media now known or later developed and that all other rights and releases granted in this release apply to use of the Story.

9. I hereby irrevocably release (on behalf of myself, my family, executors, administrators, and agents, or on behalf of the Organization, its employees, officers, representatives, shareholders, directors, trustees, and agents) the Foundation and Petco (and their respective employees, officers, representatives, shareholders, directors, trustees, and agents) from all claims of any kind whatsoever, known or unknown, including claims of infringement based on use of my Submission; and I hereby waive, on my own behalf or on behalf of the Organization, all rights under California Civil Code Section 1542, which states: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor as well as any law of any other jurisdiction that limits any release of unknown claims.