

Creative Commons Copyright Transfer Form

I, the undersigned contestant(s) of the IEEE Smart Lighting “Let’s Make Light 2023” Contest (the “Contest”), hereby agree to transfer the copyright of the submitted materials (as defined below) to The Institute of Electrical and Electronics Engineers (IEEE) under the terms of the Creative Commons Attribution 4.0 International Public License (CC BY). By signing this form, I acknowledge that I have read and understood the terms outlined below:

1. Ownership of Work: I confirm that the materials submitted by me in connection with the Contest, including but not limited to documents, images, audio, video, or any other form of creative work (“the Materials”), are my original creation and do not infringe upon the rights of any third party.

2. Copyright Transfer: I grant IEEE a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, publicly display, publicly perform, and modify the submitted Materials for the purposes of promoting, facilitating, and hosting the Contest. This includes, but is not limited to, sharing the Materials on IEEE’s website, social media platforms, marketing materials, and any other promotional channels deemed necessary by IEEE.

3. License Type: I understand and agree that by submitting the Materials, I am licensing it to IEEE under the following license: Creative Commons Attribution 4.0 International Public License (CC BY): This license allows IEEE and others to distribute, remix, adapt, and build upon the submitted Materials, even commercially, as long as they give appropriate credit to the original author(s).

4. Attribution: I understand and agree that IEEE shall have the right to attribute the Materials to the undersigned contestant(s) as the original author(s), as well as display the undersigned contestant(s) name(s) or chosen pseudonym(s) alongside the Materials whenever it is used.

5. Representations and Warranties: I hereby represent and warrant that: (a) I am the original creator and copyright holder of the submitted Materials or have obtained all necessary permissions and licenses to grant the copyright transfer as described in this form. (b) The submitted Materials do not infringe upon the intellectual property rights, privacy rights, proprietary rights, or any other rights of any third party. (c) The submitted Materials do not contain any unlawful, defamatory, or obscene material.

6. Release and Indemnification: I agree to indemnify, defend and hold harmless IEEE, its parents, subsidiaries, affiliates and its and their officers, agents and employees from and against any and all claims, damages, liabilities, losses and/or expenses (including reasonable attorneys’ fees and costs) (collectively, “Losses”) resulting from any claim or threatened claim of third parties that arise from any: (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right arising out of or related to the submitted Materials; or (b) any violation of any rights of publicity or privacy arising out of or related to the submitted Materials.

7. Confidentiality: I understand that IEEE will take reasonable precautions to protect the confidentiality of the submitted Materials. However, I acknowledge that IEEE is not responsible for any unauthorized use or disclosure of the submitted Materials that may occur.

8. Governing Law and Jurisdiction: This form shall be governed by and construed and enforced in accordance with the laws of the United States of America and the State of New York, without regard to conflict of laws principles. Any legal proceedings arising out of or in connection with this form or the undersigns participation in the Contest shall be subject to the exclusive jurisdiction of the courts in the United States District Court for the Southern District of New York (Manhattan) or, if federal jurisdiction is not available, in a court of competent jurisdiction in the County and State of New York.

By signing below, I acknowledge that I have read, understood, and agreed to the terms and conditions of this Creative Commons Copyright Transfer Form. I voluntarily and knowingly agree to be bound by these terms.

Contestant Full Name:

Date: _____

Signature: _____

Contestant Full Name:

Date: _____

Signature: _____

Contestant Full Name:

Date: _____

Signature: _____

Contestant Full Name:

Date: _____

Signature: _____

Contestant Full Name:

Date: _____

Signature: _____

Please submit the signed form along with your contest entry. Thank you for participating!