



Content Submission Terms & Conditions

Corel Corporation, a Canadian company ("Corel", "Us", "We", or "Our"), has established this Website (defined below) as a mechanism for individuals to submit content (referred to herein as "Work", as more specifically defined below) to Corel for the opportunity to be chosen to have their talent and creativity showcased in Our products, various marketing campaigns, social media, and other Websites. These Content Submission Terms & Conditions (these "Terms") are between Corel and the individual person (referred to herein as "You" or "Your") desiring to submit such Work to Corel via Our Website.

1. Definitions.

- a. **Applicable Data Protection Laws** means the data protection laws of any jurisdiction to which Corel is subject when processing personal data under these Terms including, by way of example but not limitation, Canadian Federal and Provincial privacy laws and regulations, including the Personal Information and Electronic Documents Act, applicable U.S. Federal and State privacy laws, and the EU General Data Protection Regulation as well as its implementations in the Member States of the EU & EEA.
- b. **Associates** means Corel's parent company, subsidiaries, and/or affiliates, and its or their respective employees, officers, directors, agents, delegates, licensors, business partners, vendors, and other third parties that Corel may engage with from time to time.
- c. **User** means any person that is a registered user of Corel products, subscribes to any Corel services, is a member of any Corel product community, or follows or is a member of any Website owned, managed, or created by Corel.
- d. **Website** means any application, platform, or website owned, managed, or created by Corel, including but not limited to corel.com, painterartist.com, contest.corel.com, learn.corel.com, and any social media platform.
- e. **Work** means any artwork, illustration, photograph, video recordings, vocal or sound recording, vector graphic, computer graphic, and/or template, as well as any accompanying documentation, description, credits, and captions to the original work, including all derivative works, adaptations, or variations of same.

2. **Agreement to be Bound by these Terms.** These Terms apply to all Work that You submit to Corel. By submitting any Work to Us, You represent and warrant to us that You read these Terms completely and understand them and that You are agreeing to be bound by these Terms willingly. You acknowledge, understand, and agree that these Terms constitute a binding license agreement between You and Corel under which You provide Corel, and its Authorized Third Parties (defined below), a license to Your Work. If you do not agree to these Terms, do not submit Your Work to Corel.

3. **Minimum Age Requirement.** You must be at least 18 years or the age of majority in Your jurisdiction of residence (whichever is greater) to submit Work to Corel. By submitting any Work to Us, You represent and warrant to Us that You are at least 18 years or the age of majority in your jurisdiction of residence (whichever is greater) at the time of submission of your Work to Us.

4. Obligations on You Regarding any Work You Submit to Us.

- a. **You Have the Right to Submit Your Work to Corel Under These Terms.** By submitting any Work to Us, You represent and warrant that You solely own or control all rights, title and interest in and to the Work, including all copyright, trademark, rights of privacy, portrait rights, rights of publicity, moral rights and other intellectual property rights, or that You have obtained all necessary rights and licenses from all right holders to grant to us the licenses set out at Section **4c, 4d and 4e** of these Terms. Upon written request from Us, You agree to provide any written legal releases or licenses for such material in Your Work from the relevant third party, in a form satisfactory to Us.

To be clear, if Your Work includes, incorporates, is based upon, is modeled after, or is otherwise derived from or contains, material created or owned by someone other than You (e.g. an image, photograph, trademark, picture, painting, video, sculpture, music, logo, etc.) then in submitting Your Work, You hereby represent and warrant that you have obtained the permission of the creator(s) of that material to so use it in Your Work and to grant to Corel the licenses set out at Section **4c, 4d and 4e** of these Terms and you must provide Us with evidence of the permission granted upon request, in a form satisfactory to Us.

To be clear, if Your Work includes, incorporates, is based upon, modeled after, or is otherwise derived from or contains, the image or likeness of a recognizable person or a recognizable place, building, or other property, then in submitting Your Work, You hereby represent and warrant to Us that you have obtained the permission of the recognizable person(s) or the owner(s) of the property to so use it in Your Work and to grant to Corel the licenses set out at Section **4c, 4d and 4e** of these Terms and you must provide Us with evidence of the permission granted upon request, in a form satisfactory to Us.



- b. **Content Restrictions.** Your Work must not include, and You hereby represent and warrant to Us that Your Work does not include, material that:
- i. violates or infringes any rights of any other party, including, but not limited to copyright, trademark, privacy, portrait rights, rights of publicity, moral rights, or any other intellectual property rights or civil rights;
 - ii. can be considered offensive, abusive, illegal, pornographic, threatening, or obscene;
 - iii. can be considered misleading, slanderous, libelous, illegal, or defamatory;
 - iv. promotes or commits an illegal act of any kind, includes the personal data of Users or other third parties, solicits personal data of Users or other third parties, or is fraudulent or deceptive; or
 - v. infringes or violates any applicable laws, rules, or regulations.
- c. **License to Corel.** As consideration for additional visibility of Your Work, You hereby grant to Corel a worldwide, non-exclusive, irrevocable, transferable, royalty-free right and license to use, reproduce, prepare derivative works of, copy, adapt, modify, distribute, reference, store, cache, license, sell, rent out, transfer, translate, publicly display, publicly perform, transmit, stream, broadcast, and otherwise exploit Your Work, through any medium, in any media, method or technology, in whole or in part, for the legal term of protection of copyright including future legal extensions thereof, for commercial or non-commercial purposes, including but not limited to the development, marketing, promoting, and advertising of Corel's brand, products, and services, monetization of content through advertising, subscription, licensing, and other means, including as incorporated in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of Corel, including on and through third-party distribution channels selected by, but not affiliated with, Corel (the "**License Rights**"). You also grant to Corel a worldwide, non-exclusive right, but not the obligation, to use Your name in connection with our license to the Work under these Terms, which license shall be included in the definition of "License Rights".
- d. **Right for Corel to Sublicense Your Work to Authorized Third Parties.** Author also expressly consents and grants to Corel a worldwide, non-exclusive, irrevocable, transferable, fully paid-up, royalty-free right to sublicense any of the License Rights to Your Work to Our Associates and Users (collectively, "**Authorized Third Parties**") to use Your Work in association with the development, promotion, marketing, sale, advertisement, and other related business activities of Corel or such Authorized Third Parties' products or services.
- e. **Your Moral Rights.** You hereby waive Your moral rights in Your Work, to the extent moral rights can be waived in the applicable jurisdiction. However, as regards Your rights as an author under the copyright laws of the European Union or its Member States, Your moral rights shall be governed solely by paragraph 1(f) below. In all other jurisdictions, and to the extent not covered by the waiver of moral rights or if such waiver is not permitted by the law of the applicable jurisdiction, You agree to allow Corel and its Authorized Third Parties to determine, in each party's reasonable discretion, whether Your Work will be used anonymously or with indication of Your name or pseudonym. To the extent not covered by the waiver of moral rights or if such waiver is not permitted by the applicable legislation, You hereby accept and agree that You will not consider any use of Your Work by Corel or its Authorized Third Parties, including absence of any such use, as damaging Your reputation or any changes that may be made to Your Work as detrimentally deforming the Work where any such use occurs in accordance with the requirements of these Terms and do not violate Your legitimate interests. If You believe Your Work has been misused, You agree to notify us and take no action without our prior written consent. Finally, any metadata associated with the Work may be altered, removed or added to without any liability to Us or the Authorized Third Parties.
- f. **Your Moral Rights as an Author with a habitual residence in the European Economic Area.** If You accept these Terms as a consumer with Your habitual residence in the European Economic Area, You remain, within the territory of the European Economic Area, the sole owner of all moral rights to the Work including Your right to determine the time of initial publication of the Work, being mentioned as the author of the Work and your right to prevent gross misrepresentations and deformations of the Work. However, You agree to allow Corel to determine, in Corel's reasonable discretion, whether Your Work will be used anonymously or with indication of Your name or pseudonym and agree that You will not consider any use of Your Work by Corel or its respective licensees, successors, and assigns, including absence of any such use, as damaging Your reputation or any changes that may be made to Your Work as detrimentally deforming the Work where any such use occurs in accordance with the requirements of these Terms and do not violate Your legitimate interests. Finally, any metadata associated with the Work may be altered, removed or added to without any liability to Us or the Authorized Third Parties. However, nothing in this section or the contractual authorizations granted to Corel under these Terms shall entail a final waiver of Your moral rights as the Author of the Work.
- g. **Ownership of Your Work.** Other than the licenses You grant to Corel under these Terms, You retain all right, title, and interest, including the copyright and other intellectual property rights to Your Work.
- h. **Right to Enforce Your Rights.** Subject to any limitations under applicable law, You grant us the right to enforce your intellectual property rights against infringers, but we have no obligation to do so.



5. **Your Indemnification Obligations.** In the event of Your culpable breach of these Terms, You will indemnify Corel and its Authorized Third Parties, at Your sole expense, from any claim, demand, loss, damages (including reasonable attorney fees) arising out of or in relation to your Work and/or violation of these Terms. We have the right to initiate appropriate measures to defend against such claims and to control the defense of any claim, action, or matter subject to indemnification by You with counsel of our own choosing. You will fully cooperate with us in the defense of any such claim, action, or matter and will align with Corel in advance on any measures taken against third parties by You in relation to such claims. The foregoing indemnification does not extend to any claim arising out of a modification by Us or Our Authorized Third Parties to the Work to the extent that such claim would not have arisen had such modifications not been made, or the use of the Work other than as permitted under these Terms.
6. **Disclaimer by Corel.** Corel does not promise or guarantee that any Work submitted to Us will be used by Corel or any of its Authorized Third Parties. No copies of the submitted Work will be returned to you. We are not liable for any alleged misuse of Your Work by Corel or any Authorized Third Parties.
7. **Liability of Corel.** COREL IS LIABLE UNDER THIS AGREEMENT ONLY IN THE EVENT OF INTENT OR GROSS NEGLIGENCE. IN ADDITION, COREL IS ALSO LIABLE IN CASES OF SIMPLE NEGLIGENCE FOR DAMAGES RESULTING FROM THE VIOLATION OF A MATERIAL CONTRACTUAL OBLIGATION, I.E. AN OBLIGATION WHOSE FULFILLMENT IS ESSENTIAL FOR THE PROPER EXECUTION OF THE CONTRACT AND ON WHOSE FULFILLMENT YOU MAY THEREFORE REASONABLY RELY (SO-CALLED CARDINAL OBLIGATION). EXCEPT FOR INTENTIONAL BREACHES OF DUTY, HOWEVER, LIABILITY IS LIMITED TO THE FORESEEABLE, TYPICALLY OCCURRING DAMAGE. THIS SHALL APPLY WITHOUT PREJUDICE TO THE LIABILITY FOR DAMAGES RESULTING FROM INJURY TO LIFE, BODY AND HEALTH.
8. **Your Privacy.** Processing of any personal data which You provide to Corel in conjunction with the submission of Your Work will be restricted to the purpose of the agreement under these Terms. Information on the privacy practices at Corel and Your legal rights as a data subject under Applicable Data Protection Laws can be found at <https://www.corel.com/>.
9. **Communications.** You agree and give Your express consent that Corel may contact You via email or other means to communicate with You regarding Your Work.
10. **Periodic Updates to these Terms.** Corel reserves the right to change these Terms at any time, in our sole discretion. Changes to these Terms will be noted in the "Last Updated" notation at the bottom of these Terms. We encourage you to review these Terms from time to time.
11. **Governing Law.**
 - a. Except to the extent expressly provided in the following paragraph 11(b), these Terms and the relationship between You and Corel shall be governed by the laws of the Province of Ontario, excluding its conflicts of law provisions. You and Corel irrevocably agree to submit to the personal and exclusive jurisdiction of the courts of the Province of Ontario, to resolve any dispute or claim arising from these Terms. To the extent You are a consumer with Your habitual residence in one of the countries identified in paragraph 8(b) below, You hereby agree that any dispute or claim arising from these Terms shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and You hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs. If any provision of these Terms is found to be invalid, void, or unenforceable in any jurisdiction, then (i) that provision shall be construed so as not to apply for the purposes of such jurisdiction; (ii) these Terms shall be construed so as to effect the widest possible grant of right possible without violating the law of jurisdiction; and (iii) such provision shall be applicable to all other relevant jurisdictions.
 - b. If you are a citizen of any European Union country or Switzerland, Norway, or Iceland, the governing law and forum shall be the laws and courts of Your habitual residence.

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