

COPYRIGHT AND PUBLICITY AGREEMENT

The following are the terms and conditions pursuant to which the Corporate Commission of the Mille Lacs Band of Ojibwe Indians d/b/a Grand Casino Hinckley and Grand Casino Mille Lacs (“Grand Casino”) allows you to submit your story about your experience at a Grand Casino casino to Grand Casino. Please review this agreement carefully. By clicking on the “Submit Story” button, you signify your agreement to these terms and conditions (the “Agreement”).

1. You may submit or record an audiovisual recording of you telling your story about your experience at Grand Casino Hinckley or Grand Casino Mille Lacs by recording your story in a video booth at Grand Casino Hinckley or Grand Casino Mille Lacs or recording your story using your own audiovisual recording equipment. Regardless of how recorded, the audiovisual recording of your story about your experience at Grand Casino Hinckley and/or Grand Casino Mille Lacs is referred to as the “Story.”
2. You agree that the Story shall be considered a “work made for hire” as defined by United States copyright law. Grand Casino shall be considered the author of the Story for purposes of copyright and shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the Story. In the event that the Story is not considered a work made for hire for any reason, you hereby irrevocably assign to Grand Casino and its successors and assigns all of your right, title, and interest (including without limitation copyrights) in and to the Story together with any and all causes of actions including all rights of recovery for past infringements of the copyrights in the Story. If requested by Grand Casino, you will execute and deliver to Grand Casino any additional documents Grand Casino may deem necessary to confirm, acknowledge, and/or validate Grand Casino’s ownership of the copyrights in the Story.
3. You agree that Grand Casino shall have the sole and exclusive right throughout the world in all languages and in perpetuity to use and exploit all or any part of the Story in any format or version, by any means and in any media, whether now known or later developed without any payment to you. You also agree that Grand Casino may make any changes or additions to the Story which Grand Casino in its sole discretion may consider necessary.
4. You agree that Grand Casino may use your name, image, likeness, voice, photograph, video-recorded image, statements, and biographical information, and the Story (and components thereof), in any and all media and materials, now known or later developed, including but not limited to advertising and promotional materials, television advertisements, print advertisements, radio advertisements, billboards, online advertisements, direct mail pieces, electronic media, social media, and websites, throughout the world without restriction as to the frequency or duration of usage and without any payment to you.
5. You represent that you are 18 years of age or older and that the Story is truthful and accurate. You agree that the Story will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights.
6. To the extent this Agreement is inconsistent with any terms of use contained on a Grand Casino website or any other agreement between you and Grand Casino, this Agreement shall prevail and control your agreement with Grand Casino with respect to the subject matter of this Agreement.