

I am submitting a story (collectively with any related images, video, or audio material and with any related material provided at a later date, the "Story") to PINKKknow.com website. I realize that the Story may be broadly used by PINKK LLC (PINKK). The Story is submitted on the following conditions:

1. I represent and warrant that I am the sole author of the Story; that the Story is true and not misleading; that I am the present and sole owner of all right, title, and interest in and to the Story; that I have the exclusive, unconditional right and authority to submit and convey the Story to PINKK upon the terms and conditions set forth herein; and that no third party is entitled to any payment or other consideration as a condition of the exploitation of the Story.
2. I hereby grant (and release to) PINKK LLC a perpetual, worldwide, royalty free, transferable license, with rights of sublicense, to publish, use for advertising or publicity purposes, and otherwise use the Story (or any portion or derivation thereof) in web, print, video, audio, and all other media (including, without limitation, any and all social media) and in any internet, radio, television, or live stage program. I agree that I will not be entitled to any compensation because of the use by PINKK of the Story or any similar material. I understand that PINKK may create, publish, and otherwise use fictionalized or dramatized versions of the Story, and I grant PINKK the right to fictionalize, dramatize, and adapt the Story for that purpose. I further acknowledge and agree that others may provide feedback or comments to my Story and neither PINKK nor its affiliates shall be responsible or liable for any such feedback or comments. PINKK also cannot guarantee that others will not use the Story, and PINKK and its affiliates are not responsible or liable for any use, misuse or misappropriation of your Story by others.
3. I further understand that PINKK would refuse to receive the Story in the absence of my acceptance of each and all of the provisions of this release and license. I acknowledge that no fiduciary or confidential relationship now exists between PINKK and me, and I further acknowledge that no such relationships are established between PINKK and me by reason of this release and license or by reason of my submission of the Story.
4. I agree to indemnify PINKK (and its owners, affiliates, officers, employees, and agents) from and against any and all claims, expenses, losses, or liabilities (including, without limitation, reasonable attorneys' fees and punitive damages) that may be asserted against PINKK or incurred by PINKK at any time in connection with the Story, or any use thereof, including without limitation those arising from any breach of the warranties and promises given by me herein.
5. I have retained at least one copy of the Story, and I release PINKK from any and all liability for loss or other damage to the copies of the Story submitted to PINKK hereunder.
6. PINKK may assign, license, or sublicense its rights hereunder. This release and license will inure to the benefit of any heirs, successors, representatives, assigns, and licensees of PINKK and any such heir, successor, representative, assign, or licensee will be deemed a third-party beneficiary under this release and license.
7. I hereby acknowledge and agree that there are no prior or contemporaneous oral or other agreements in effect between PINKK and me pertaining to the Story, or pertaining to any material (including, but not limited to, agreements pertaining to the submission by me of any ideas, formats, product ideas, or the like), except that the terms of use applicable to PINKKKNOW.com website also apply to my submission of the Story and related material to the extent not inconsistent with this release and license.

8. The grants, rights, and releases made hereby are irrevocable. Should any provision or part of any provision of this release and license be void or unenforceable, such provision or part thereof will be deemed omitted, and this release and license with such provision or part thereof omitted will remain in full force and effect.

9. This release and license will be governed by the laws of the State of Illinois of the United States of America applicable to agreements executed and to be fully performed therein.

10. I have read and understand this release and license and no oral representations of any kind have been made to me. This release and license states our entire understanding with reference to the subject matter hereof.

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