

Alley Kat Brewery T-Shirt Design Submission Legal Terms & Conditions

Last Revised January 9, 2012

By selecting "I Agree" below and in consideration of Alley Kat Brewing Co. evaluating your Design (hereinafter the "Design") for its possible use on clothing and other possible promotional items (the "Items"), you agree to the following terms and conditions ("Design Submission Terms and Conditions"):

If your Design is selected for use by Alley Kat Brewing Co., you acknowledge that you assign to Alley Kat Brewing Co. the entire right, title, and interest in and to the copyright in your Design including the right to sue for past infringement and the right to further sublicense the Design, for its sole and exclusive use on and in connection with the Items. You also acknowledge that you waive all "moral" rights that you may have in and to your Design.

If your Design is selected, Alley Kat Brewing Co. may use your Design in any manner on or in connection with the Items, including but not limited to: reproducing the Design on the Items, selling Items bearing the Design, changing or reworking the Design by making color or size changes, making derivative works of the Design, using the Design on the alleykatbeer.com website and on promotional material for Alley Kat Brewing Co. You agree to provide Alley Kat Brewing Co. with minimal information as may be required in order to register the copyright in the Design if Alley Kat Brewing Co. so requests, at no cost.

You may use or continue to use the Design for any other purposes, except those described below.

If your Design is selected, you may not use the Design (or derivatives of the Design) or allow others to use the Design (or derivatives of the Design) on any Items, as described above. In addition, by submitting your Design, you may not reproduce, sell, or submit the Design to others for any commercial purpose for ninety (90) days after the date of submission while the Design is being evaluated by Alley Kat Brewing Co. Once the ninety (90) days have passed, if your Design is not chosen for print by Alley Kat Brewing Co, you are free to use the Design for any commercial or non-commercial purpose, providing the Alley Kat

Brewing Co. logo is removed from the Design. In addition, if the Design is used or reproduced for commercial purposes elsewhere, you cannot use the Alley Kat Brewery name or social network forums to promote the Design or the company using the Design. Alley Kat Brewing Co. reserves the right to choose your design after the (90) days have passed, on the condition that the design has not been used for commercial purposes on any Items, as described above.

You acknowledge that the Design you are assigning to Alley Kat Brewing Co. is your own original work, has not been previously published, and does not contain any trademarks, logos, copyrighted material, or any other intellectual property belonging to any third party, or any material, which Alley Kat Brewing Co. in its sole discretion, deems to be profane or offensive.

You acknowledge that Alley Kat Brewing Co. reserves the right to decline to select a Design for consideration for any reason.

If your Design is selected for use by Alley Kat Brewing Co., you will receive:

Collection of the designated prize will be based on the terms in effect when your Design is selected. Collection of the designated prize will be available to be picked up or claimed (30) days after Alley Kat Brewing Co. receives hi-resolution artwork deemed suitable for print. If the hi-resolution artwork is not deemed suitable for print as determined by Alley Kat Brewing Co, Alley Kat Brewing Co. will notify you of the reason(s) for its determination by email and will make a good-faith effort to assist you in presenting a suitable hi-resolution format.

Participants, who in the opinion of Alley Kat Brewing Co., do not comply with these Design Submission Legal Terms and Conditions, or for any other reason at Alley Kat Brewing Co.'s sole discretion, can at any time be excluded from consideration without notice.

The decisions of Alley Kat Brewing Co. are final and binding.

Signature

Date