### Consent & Content Release Terms for Dear Democracy Postcard Project

Thank you for participating in Visit Philadelphia's "Dear Democracy" postcard project. This release outlines how we may use your submission and what rights you grant by participating.

### 1. Purpose of Collection

Visit Philadelphia is collecting written reflections about democracy from participants of all ages as part of a public engagement campaign. Submissions are voluntary and intended to help foster civic dialogue and inspire participation.

## 2. How We May Use Your Submission

By submitting your postcard (the "Submission"), which may include written words, drawings, illustrations, designs, or any other creative content you provide, you grant Visit Philadelphia and its affiliated partners the unlimited right to use, share, edit, and publish your Submission— in part or in full— in any and all materials worldwide in perpetuity.

Your words will be used anonymously and may be:

- Attributed to you by first name, age or zip code (if provided)
- Edited for clarity, grammar, or length (we do not intend to alter meaning)
- Grouped with others in compilations, montages, or artistic displays

Potential uses include, but are not limited to:

- Social media posts
- Advertisements (digital, print, outdoor, broadcast)
- Educational and promotional content
- Public exhibitions or displays
- Visit Philadelphia's websites and affiliated media

### 3. Voluntary Participation

Your participation is completely voluntary. By choosing to submit a card, you agree to the terms outlined in this release and acknowledge that you are not required to take part.

### 4. Consent for Minors

#### Minors cannot submit letters online.

If you are under the age of 18, your parent or legal guardian must consent via a signature directly on the postcard or accompanying school consent form. We may rely on your representation of age and are not obligated to verify it independently.

By signing as a parent/guardian on behalf of a minor, you represent and warrant that (i) you are the parent or legal guardian of the minor and you have the legal right, power, and authority to consent to this agreement on behalf of the minor and yourself; (ii) no court has issued any order, judgment, or decree granting custody of the minor to anyone else or otherwise affecting your rights as parent or legal guardian, (iii) the minor has not been emancipated, and (iv) you are at least 18 years of age. You hereby consent to and approve in all respects the terms and conditions of this release and the minor's Submission and entry into this agreement and agree that both you and the minor shall be bound by all of its terms and conditions. You agree this consent is not revocable and you shall defend, indemnify, and hold harmless Visit Philadelphia from and against all claims by third parties resulting from yours or the minor's breach or alleged breach of this agreement or any of the representations and warranties contained herein.

### 5. Intellectual Property and Representations

You affirm that your Submission is your own and does not infringe on anyone else's rights. You grant Visit Philadelphia a royalty-free, perpetual, non-exclusive, worldwide license to use your Submission in accordance with this release.

### 6. No Compensation

You understand that you will receive no payment or compensation for your Submission or its use.

#### 7. Waiver

You waive any right to inspect or approve the materials that your Submission may be used in connection with. You hereby release and agree to hold Visit Philadelphia harmless from any liability in connection with the use of your Submission. You hereby expressly waive any rights of droit moral in any capacity connected with the Submission.

#### 8. General

You agree that you will not assert or maintain against Visit Philadelphia any claim of any kind or nature in connection with any of the permission and/or rights granted herein. In no event shall you seek or be intitled to injunctive or other equitable relief in connection with these terms or for any other reason pertaining hereto, nor shall you be entitled to enjoin or restrain the Dear Democracy postcard project in any way. Visit Philadelphia may transfer or assign its rights and obligations under this release to any third party. If any part of this release is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### 9. Privacy

For information regarding how Visit Philadelphia handles personal information, please review our Privacy Policy.

### 10. Governing Law

This release and any disputes arising from it shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles.

# 11. Entire Agreement

This document constitutes the entire agreement between you and Visit Philadelphia regarding the use of your Submission. It supersedes any prior communication or understanding, whether oral or written.

### 12. Contact Information

If you have questions, or if you would like to request the removal of your Submission where feasible, please contact:

Visit Philadelphia

Email: questions@visitphilly.com

Phone: (215) 599-0776 Web: visitphilly.com

# Thank you for lending your voice.

Your reflections help amplify civic engagement and support the democratic spirit of our communities.