

# PurpleTrail Terms and Conditions for Design and Photo Submissions



## Welcome and thank you for your interest in the PurpleTrail Design Submission Program.

By submitting your Design to PurpleTrail, you agree to the following terms and conditions (“Terms and Conditions”):

Each design that you submit to PurpleTrail must be your own original work. Any content or images provided by PurpleTrail for the purpose of submitting designs to PurpleTrail’s Design Submission Program belongs to PurpleTrail and cannot be used for any other purpose than in conjunction with the Design Submission Program.

The design submitted to the PurpleTrail design program cannot have been previously published or sold anywhere else. The design also cannot contain any copyrighted material, logos, trademarks or photos or any content or photos subject to privacy.

PurpleTrail may decline to select a design for any reason, and at its sole discretion. If your design is selected to be included on the PurpleTrail website, then you grant us the right to upload your design and all design elements, as well as modify, reproduce and create derivative works from your original design. You also grant us the right to display your design and derivative works of your design for the purposes of promoting PurpleTrail, on our site and otherwise throughout the world at PurpleTrail’s discretion. PurpleTrail is not obligated to include the design on the website, sell the design or promote the design in any way.

If your design is selected by PurpleTrail, you assign to PurpleTrail the entire right, title and interest in and to the copyright and all intellectual property in your design, including the right to further sublicense the design. You also license us the use of your name and identifying information for purposes of promoting the design.

PurpleTrail may use the design and identify your name in any manner, including but not limited to: reproducing the design and your name on products, selling products bearing the design and your name, changing or reworking the design by making color, size, font and wording changes, making derivative works of the design, using the design and your name on the PurpleTrail website and otherwise to promote PurpleTrail. If your Design is selected, then you may not use the design (or derivatives of the design) or allow others to use the design (or derivatives of the design) in any manner whatsoever.

After you submit your design to the PurpleTrail design program, you may not submit, reproduce or sell the submitted design to others for any purpose until you are notified by PurpleTrail if your design is accepted. You will be notified by PurpleTrail within two weeks (14) days. If your design is not selected, or if you are not contacted by PurpleTrail within 14 days, then you shall be free to use the design for any purpose.

If your design is selected for sale by PurpleTrail, then we will pay a lump sum cash compensation based on the perceived value of your design by our design committee. The cash compensation will vary based on the amount of original artwork, uniqueness of the design and complexity of the design and work within.

If PurpleTrail accepts 5 or more of your submitted designs, you automatically have the option to become a featured PurpleTrail Community designer. Being a featured designer gives you a spotlight and a way to promote yourself. Each featured designer will receive a featured article about you and your work on our PurpleTrail blog as well as other possible promotional mentions throughout the PurpleTrail Website

You are responsible for the payment of any tax that arises as a result of receiving payment from PurpleTrail, as we will not withhold any taxes. Payment for designs will be sent within sixty (60) days after PurpleTrail receives high-resolution artwork of your submitted design.

If the high-resolution artwork is not deemed suitable for print, as determined by PurpleTrail in its sole discretion, then PurpleTrail will notify you of the reason(s) for its determination by email. If after providing you with written notice to produce high-resolution artwork, PurpleTrail does not receive high-resolution artwork for the design within 14 days, then PurpleTrail reserves the right to reject your submission and refuse payment for use of the design.

Your acceptance of these Terms and Conditions creates a binding contract. You may not assign or otherwise transfer any right or obligation herein, without prior written consent of PurpleTrail which may be withheld in PurpleTrail's sole discretion. Any dispute between you and PurpleTrail shall be decided under Washington state law, via binding arbitration in accord with applicable rules of the American Arbitration Association. Any such arbitration demand shall be filed in Seattle, Washington within one year of the date that any claim may arise.