

I (or if not at least 18 years of age, my parent or legal guardian) hereby acknowledge that: (1) I have completed this application honestly, completely, and accurately; (2) if any of the above information is found to be false or incomplete, this will be grounds for dismissal from the contest, as well as the forfeiture of any prizes or other benefits that my school may have been awarded; (3) I have accurately listed the name, age and grade of each member of the group or band that is shown on the video or has performed on the DVD; (4) I have read and agreed to the Harris Teeter Sing My Jingle Contest Official Rules; (5) Harris Teeter has no obligation to interview my group or band or to select them as a winner; (6) even if my group or band is selected as a winner, Harris Teeter has no obligation to use the winning recorded jingle in any marketing or advertising materials; (7) all decisions by Harris Teeter concerning the selection of winners are final and are not subject to challenge or appeal; and (8) Harris Teeter has no obligation to return any materials submitted by me as part of the application.

By submitting this application, I (or if not at least 18 years of age, my parent or legal guardian), my school, and my group or band hereby consent to Harris Teeter's recording, use, and reuse of my or my group's or band's voice, actions, likeness, name, appearance, biographical material, and any materials submitted in connection with my application (collectively "Likeness") as edited, altered, or modified by Harris Teeter, I agree that Harris Teeter may use all or any part of my or my group's or band's Likeness, and may alter or modify it regardless of whether or not I or my group or band are recognizable. I further agree that Harris Teeter exclusively owns all right, title, and interest (including, without limitation, all copyrights) in and to any video that I have provided in connection with this application and any other materials that I have provided or may provide in connection with the Contest (the "Materials") including, without limitation, the right to edit, alter or modify the Materials and to use all or part of the Materials and my or my group's or band's Likeness in any manner and in any and all media now known or hereafter devised. I further agree that Harris Teeter may use my and my group's or band's Likeness and the Materials in connection with any promotion, publicity, marketing, or advertisement for the Program.

I (or if not at least 18 years of age, my parent or legal guardian) grant the rights hereunder whether or not I (or my group or band) am selected as the winner in the Contest.

I (or if not at least 18 years of age, my parent or legal guardian) release Harris Teeter from any and all liability arising out of the recording or use of my likeness or that of my group or band and/or the Materials and agree that neither I nor my school will make any claim against Harris Teeter as a result of the recording or use of my or my group's or band's Likeness and/or the Materials (including, without limitation, any claim that such recording or use invades any right of privacy and/or publicity). I (or if not at least 18 years of age, my parent or legal guardian) understand that I, my school and the members of my group or band will not be paid any money for giving Harris Teeter these rights, or for signing this agreement.

I (or if not at least 18 years of age, my parent or legal guardian) authorize Harris Teeter to perform any investigation necessary to verify the eligibility of my school and each member of my group or band to participate in the Contest and hereby unconditionally and irrevocably

release and forever discharge Harris Teeter from any and all liabilities arising out of or in connection with any such investigation.

I have read, understand, and agree with the foregoing.

Signature of School Representative: _____

Date: _____

Name of School: _____

Signature of Witness: _____

Date: _____

Name of Witness [Please print or type]: _____