



EPB SOCIAL MEDIA AFFIDAVIT OF ELIGIBILITY, LIABILITY RELEASE, PUBLICITY WAIVER, AND RELEASE AND INDEMNITY

Return this completed and notarized document no later than three (3) business days from the date of receipt.

I, _____ (full legal name), being duly sworn, depose and say:

1. I entered [_____] (the "Promotion") and understand that I am the potential winner of [_____] (the "Prize"), subject to verification of my eligibility.
2. I understand that I am submitting this Affidavit of Eligibility, Liability Release and Publicity Waiver and Release and Indemnity ("Affidavit") to assist in determining whether I am eligible to receive the Prize in accordance with the Social Media Promotional Terms and Conditions (the "Terms and Conditions").
3. I am more than 18 years of age. My date of birth is _____.
4. My home address is _____.
5. I am a user/member of [_____].
6. As of the date I entered the Promotion, through and including the date of this Affidavit, I represent that I was not and am not an employee, officer or director, or a member of the immediate family of any of any of the foregoing, of the Electric Power Board of Chattanooga, its affiliates, agents, partners or any advertising or promotion agencies involved in the Promotion (collectively "Sponsor").
7. I represent that I have fully complied with the Terms and Conditions, the information I submitted in entering the Promotion is correct, and I have not committed any fraud or other deception in entering the Promotion or claiming my Prize.
8. I agree that I am responsible for paying all federal, state, and local taxes on my receipt and acceptance of the Prize.
9. I irrevocably permit, authorize, grant, and license Sponsor and its successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them, the rights to use my name, biographical information, and likeness, and all materials created by or on behalf of Sponsor that incorporate any of the foregoing ("Materials"), for a period of ten (10) years from the date of this Affidavit, throughout the world in any medium or format whatsoever now existing or hereafter created, for advertising, marketing, publicity, and promotion of Sponsor, the Promotion, other Sponsor promotions, and the products and/or services associated with the Promotion and for all their internal business purposes without further compensation or right of approval. Sponsor shall be the exclusive owner of all rights, including copyright, in the Materials. I hereby irrevocably transfer, assign, and otherwise convey to Sponsor my entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the world, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by Sponsor, and that Sponsor has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from Company's editing, alteration, or use of the Materials, or Sponsor's presentation of me. Any credit or other acknowledgment of me, if any, shall be

determined by Sponsor in Sponsor's sole discretion. I acknowledge that Sponsor has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

10. If any of my statements in this Affidavit are false, I agree to return to Sponsor the Prize in addition to any other remedies that Sponsor may seek to enforce against me.

11. I shall hold harmless, release, and discharge, on behalf of myself, and my heirs, executors, and assigns the Sponsor and their respective officers, directors, employees, agents, parent, subsidiaries, affiliates, owners, successors, and assigns from any and all claims, demands, lawsuits, expenses, injuries (including death), losses, damages, and any other liability of any kind, of or to me or any other person, my property, or my rights of privacy or publicity, directly or indirectly arising out of or in connection with the Promotion (including the conduct of the Promotion, the awarding of any prizes, my participation in the Promotion, my acceptance, use, misuse, loss, or damage of or to the Prize or any other prize, and use of my name, biographical information, and likeness as permitted in Paragraph 9), even if due to the negligence, omission, or other fault of Sponsor.

THIS AFFIDAVIT PROVIDES SPONSOR WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY AND ALLOWS SPONSOR TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET OUT ABOVE. BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AFFIDAVIT AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SPONSOR.

Signed:

Printed Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

On the ____ day of _____, 20__, the person named above appeared before me and having provided satisfactory evidence of his/her identity, swore (or attested) that he/she has executed this Affidavit of Eligibility, Liability Release, Publicity Waiver, and Release and Indemnity, intending to be bound thereby according to its terms.

My Commission Expires: _____

Notary Public