

## **My Pure Magic Photo Rules**

The Orlando Magic “My Pure Magic” photo generator (the “Service”) is a part of the Site that allows you to upload and create images. You must use the Service in a responsible manner. You agree, represent and warrant that you will not upload any image to the Service or use the Service to create any image that: (i) is disparaging of any ethnic, racial, gender, age, or religious group, or the disabled; (ii) restricts or inhibits any other user from using and enjoying the Site; (iii) is unlawful, threatening, abusive, bigoted, hateful, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, suggestive, indecent, and/or contain nudity; (iv) contains violence, constitutes, advocates or encourages conduct that would constitute or give rise to a criminal offense, civil liability or other violation of any local, state, national or international law; (v) violates, plagiarizes, or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (vi) contains a virus or other harmful component; (vii) contains any information, software or other material of a commercial nature; (viii) contains advertising, promotional, or commercial solicitations of any kind, or any logos or trademarks (other than those of the Orlando Magic); (ix) constitutes or contains false or misleading indications of origin or statements of fact; (x) is inconsistent with a positive association with the Orlando Magic; (xi) contains material irrelevant to the subject matter of the Service; (xii) is not your original work or that you do not have the sole right, title, claim or interest in.

The display of any images created using the Service does not constitute approval or endorsement by the Operator or representation by the Operator that the image is in compliance with the above criteria. The Operator reserves the right to terminate your access to or use of the Service if you violate these My Pure Magic Photo Rules or the Terms of Use.

With respect to any images uploaded by you to the Service or created by you using the Service, by using the Service you are automatically granting the Operator a perpetual, royalty-free, non-exclusive, unrestricted, fully paid-up worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, transmit, create derivative works based upon, distribute, perform or display such images, in whole or in part, in any form, media or technology now known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes, and to sublicense such rights to others. The Operator also has the right, but not the obligation, to use the names, images and likenesses of the people identified in such images in connection with its exercise of the foregoing rights and licenses, including the broadcast, print, online or other use or publication of such images. By using the Service, you hereby agree, represent, and warrant that you have the full right to grant the rights and licenses set forth in this paragraph.

By using the Service, you acknowledge that such image and any information disclosed by you therein (i) is not confidential and may be read or intercepted by others; (ii) creates no confidential, fiduciary, contractually implied or other relationship between you and the Operator other than pursuant to these My Pure Magic Photo Rules and the Terms of Use; and (iii) is subject to the grant of rights to the Operator described in the preceding paragraph.

Capitalized terms used in these My Pure Magic Photo Rules which are not defined have the meanings given to them in the Terms of Use.