

PHOTO SUBMISSION AGREEMENT

I acknowledge that ChargePoint, Inc. (“**ChargePoint**” or “**Sponsor**”) has adopted the policy, with respect to unsolicited submissions, of refusing to accept, consider or review such submissions unless the person submitting such submission has accepted the terms and conditions of this Photo Submission Agreement. Accordingly, I acknowledge that the Sponsor would refuse to accept, consider or otherwise review my Submission (as defined in the Official Rules of the ChargePoint Home Flex Social Media Photo Contest) in the absence of my acceptance of all of the terms and conditions of this Photo Submission Agreement. I acknowledge and agree that I hereby release the Sponsor of and from any and all liability for loss of, or damage to, the copy of the Submission that I submit hereunder. I understand that this statement is not made in confidence and shall not be held in confidence by Sponsor.

I further acknowledge and agree that other persons may have submitted or may submit in the future similar Submissions which the Sponsor has or will acquire the right to use or that Sponsor’s employees may create photos that are similar. I acknowledge and agree that I will not receive any compensation because of Sponsor’s use of another similar Submission or photo. I agree that no confidential or fiduciary relationship is established between me and the Sponsor as a result of my submission of the Submission. The Sponsor has no obligation to use or distribute the Submission. I also acknowledge and agree that, with respect to any portion of the Submission that is not protectable, the Submission shall not be deemed to place the Sponsor in any different position than members of the general public.

I represent and warrant to Sponsor that (a) the Submission and all content contained therein does not infringe any rights (including, without limitation, any intellectual property rights) of any third party(ies), and that the Submission does not libel, defame, or invade the rights (including, without limitation, the right of privacy or publicity) of any third party(ies); and (b) I have the right to enter into this Photo Submission Agreement and to grant the rights granted or agreed to be granted hereunder. I hereby agree to indemnify, defend and hold harmless the Sponsor and its affiliates, and its and their directors, shareholders, officers, agents, employees, licensees, successors and assigns from and against from and against any and all damages, costs, liabilities, losses, and expenses (including, but not limited to, reasonable outside attorneys’ fees) resulting from any third party claim, suit, action, or proceeding arising out of or relating to the Submission or any use thereof, and/or any breach of the representations and warranties set forth in immediately preceding sentence.

I hereby grant to the ChargePoint a non-exclusive, perpetual, worldwide royalty-free, irrevocable, fully paid-up, sublicenseable, transferrable, exclusive license to use, publicly display, publicly perform, reproduce, distribute, create derivative works and modify the Submission in any and all media, whether now known or hereinafter devised.

I hereby grant to the Sponsor a non-exclusive, perpetual, worldwide, fully paid-up, irrevocable, fully-paid up, sublicenseable, transferrable, non-exclusive, worldwide, royalty free license to use my name, likeness and biographical information in connection with the Submission for advertising and/or promotional purposes in any and all media, whether now known or hereinafter devised.

The Sponsor may assign its rights hereunder. This Photo Submission Agreement shall inure to the benefit of the parties hereto and their heirs, successors, representatives and, solely with respect to the Sponsor, to the Sponsor’s assignees. Any such heir, successor, representative, assignee or licensee shall be deemed a third party beneficiary of this Photo Submission Agreement.

This Photo Submission Agreement and the Official Rules shall constitute the entire agreement between the Sponsor and me and any modification hereof must be in writing and signed by each of us. Should any of terms and/or conditions of this Photo Submission Agreement and/or any part thereof be void or unenforceable, such term and/or condition and/or part thereof shall be deemed omitted, and the remaining terms, conditions and/or parts thereof shall remain in full force and effect.

BY SIGNING BELOW, I HEREBY AGREE TO ALL OF THE TERMS, COVENANTS AND CONDITIONS OF THE OFFICIAL RULES AND THE PHOTO SUBMISSION AGREEMENT.

PARTICIPANT

Signature: _____

Date: _____

Printed Name: _____

Address: _____

Telephone: _____

Email address: _____

Age of Participant: _____