Last Updated: July 14, 2022  
  
**Submission Agreement**  
  
This is the official Submission Agreement for www.The Journey Awards LLC & Tago Life.com, an Internet website offered by THE JOURNEY AWARDS LLC a wholly owned subsidiary of (collectively, “THE JOURNEY AWARDS LLC & TAGO LIFE,” “we,” “us,” “ours” or “our”). **PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT DESCRIBES YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU SUBMIT CONTENT ONLINE THROUGH THE FEATURES AND FUNCTIONALITY PROVIDED BY THE JOURNEY AWARDS LLC & TAGO LIFE WEBSITE (THE "SUBMISSION SERVICE”).** For the purposes of this Submission Agreement, when we use the term “THE JOURNEY AWARDS LLC & TAGO LIFE” we are also referring to its parent companies, affiliates, and authorized entities and their affiliated networks, programming, services, mobile applications, and websites, including, without limitation, THE JOURNEY AWARDS LLC & TAGO LIFE Mobile.  
  
Regardless of what type of device you use, by using the Submission Service, you acknowledge that you understand and you agree that you will abide by the terms and conditions of this Submission Agreement regarding your submission of content or materials through the web site located at http://www.The Journey Awards LLC & Tago Life.com, as well as through the Submission Service and all associated or affiliated web pages, services, mobile applications, features, functions and any other activities made available by THE JOURNEY AWARDS LLC & TAGO LIFE (individually and collectively, the "THE JOURNEY AWARDS LLC & TAGO LIFE Website") and that you agree to the Terms of Use and Privacy Policy set forth on the THE JOURNEY AWARDS LLC & TAGO LIFE Website. When we use the term "Agreement," we are referring to the standard Terms of Use and Privacy Policy set forth on the JOURNEY AWARDS LLC & TAGO LIFE Website, this Submission Agreement and any additional terms and conditions that apply to and govern any features, functions, services, and mobile applications that we make available to you from time to time through, and may interact with, the JOURNEY AWARDS LLC & TAGO LIFE Website. All of these are hereby incorporated into this Agreement by reference and the Agreement will remain in full force and effect in perpetuity.  
  
THE JOURNEY AWARDS LLC & TAGO LIFE has the right to change the terms and conditions of this Agreement at any time. You acknowledge that it is your responsibility to periodically check the JOURNEY AWARDS LLC & TAGO LIFE Website for any updates or revisions to the terms and conditions of this Agreement. If you do not agree with all the terms and conditions of this Agreement at any time, including, without limitation, those times when we make changes, do not use, do not attempt to use, and immediately discontinue your use of, the Submission Service, because if you do any of these things you are agreeing to be bound by all of the terms and conditions of this Agreement, including, without limitation, any changes we have made.  
  
The Submission Service is offered and made available only to users of the JOURNEY AWARDS LLC & TAGO LIFE Website who are 18 years of age or older and not considered a minor in their jurisdiction of primary residence. If you are not yet 18 years old or are considered a minor in your jurisdiction of primary residence, your use of our Submission Service is prohibited. You are further prohibited from using the Submission Service if such use is restricted by the laws, regulations or other governmental requirements of the jurisdiction in which you live or reside. Each and every time you attempt to use the Submission Service, you certify that you are at least 18 years of age, are not considered a minor in your jurisdiction of primary residence, and meet all other eligibility requirements for your use of the Submission Service.  
  
1. The rights, licenses and privileges described in this Agreement and granted to THE JOURNEY AWARDS LLC & TAGO LIFE shall commence immediately upon submission of any Submission to the JOURNEY AWARDS LLC & TAGO LIFE Website (by upload or any other means THE JOURNEY AWARDS LLC & TAGO LIFE makes available to you, including, but not limited to, mobile applications) and continue thereafter perpetually and indefinitely regardless of whether you remain a registered user, unless and until terminated, in whole or in part, by THE JOURNEY AWARDS LLC & TAGO LIFE in its sole discretion on written notice to you. Notwithstanding the foregoing, you acknowledge and agree that THE JOURNEY AWARDS LLC & TAGO LIFE shall not be required or have any obligation to host, index, display, accept or use any Submission (or take advantage of any or all of the particular rights and authorities granted or otherwise available) and THE JOURNEY AWARDS LLC & TAGO LIFE may, in its sole discretion and without notice to you, remove or refuse to host, index, display, accept, use or do anything at all with respect to any Submission submitted. Once you submit or attempt to submit your Submission to or through the JOURNEY AWARDS LLC & TAGO LIFE Website, you shall have no right to prohibit, restrict, revoke or terminate any of the rights granted to THE JOURNEY AWARDS LLC & TAGO LIFE hereunder. You are not entitled to and you will not receive any compensation or other consideration for your Submission or for any use made of any Submission once submitted to or through the JOURNEY AWARDS LLC & TAGO LIFE Website.  
  
2. For purposes of this Agreement, the term “Submission” shall refer to any and all content, media and materials you submit to the JOURNEY AWARDS LLC & TAGO LIFE Website, including, without limitation, still photographs, writings, spoken statements, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of same, regardless of the tangible medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world. In connection with your Submission to THE JOURNEY AWARDS LLC & TAGO LIFE under this Agreement, you unconditionally and without any monetary or other compensation, grant to THE JOURNEY AWARDS LLC & TAGO LIFE and its successors and assigns, the absolute, worldwide, transferable, fully paid up, royalty free, irrevocable and perpetual right, license, authorization and permission to use, or to authorize others to use your Submission in whole or in part in any form or format, on or through any media or medium and with any technology or devices now known or hereafter developed or discovered, in whole or in part, to host, cache, store, maintain, use, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, supplement, enhance, excerpt, extract, prepare derivative works of, adapt, reformat, translate, and otherwise exploit all or any portion of the Submission on THE JOURNEY AWARDS LLC & TAGO LIFE television channels, the JOURNEY AWARDS LLC & TAGO LIFE Website, and any websites, channels, services, and other distribution platforms owned or operated by THE JOURNEY AWARDS LLC & TAGO LIFE and its affiliated entities (collectively, “Platforms”). THE JOURNEY AWARDS LLC & TAGO LIFE shall have the right to distribute and synchronize all or any portion of your Submission in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of your Submission; to encrypt, encode and decode, and compress and decompress all or any portion of your Submission; to edit, mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to or of all or any portion of your Submission; to create composite, stunt, comic or unusual photographs, videos, animations, motion pictures and/or voice reproductions from all or a portion of your Submission; and to excerpt and/or extract portions of your Submission in order to host, store, index, categorize and display your Submission on or through any Platform. THE JOURNEY AWARDS LLC & TAGO LIFE shall not be required to treat any Submission as confidential or to offer or give you credit for any Submission, and THE JOURNEY AWARDS LLC & TAGO LIFE may use any Submission in the manner set forth in this Agreement without incurring any liability for royalties or any other consideration or compensation of any kind, and will not incur any liability as a result of any similarities that may appear in future THE JOURNEY AWARDS LLC & TAGO LIFE operations. You agree that you will benefit from having your Submission transmitted on THE JOURNEY AWARDS LLC & TAGO LIFE or the JOURNEY AWARDS LLC & TAGO LIFE Website and you hereby acknowledge the sufficiency of this benefit as consideration for the rights, licenses and privileges set forth in this Agreement.  
  
You further agree that THE JOURNEY AWARDS LLC & TAGO LIFE has the sole and absolute discretion to select any Submission for use on the JOURNEY AWARDS LLC & TAGO LIFE Website or any Platform and that the submission of your Submission does not constitute any agreement or understanding by THE JOURNEY AWARDS LLC & TAGO LIFE to select your Submission or to display your Submission on the JOURNEY AWARDS LLC & TAGO LIFE Website or any Platform.  
  
When you submit Submissions you may also be asked to provide some information about you and your Submission. This may include, without limitation, such things as a descriptive title, some information about the content, length, your location and/or similar information. By submitting a Submission, you agree and you understand that the term "Submission" also includes, without limitation, and refers to all of the information you submit or we may receive that is related to your Submission. Always keep a copy of anything you send because we are not responsible for lost, damaged, misdirected, unusable or unreadable Submissions. Proof that you submitted a Submission does not constitute proof that we received anything.  
  
3. You shall not use, allow, or enable others to use the Submission Service, or knowingly condone use of the Submission Service by others, in any manner that is, attempts to, or is likely to:  
  
\* be libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;  
  
\* affect us adversely or reflect negatively on THE JOURNEY AWARDS LLC & TAGO LIFE, its goodwill, name or reputation or cause duress, distress or discomfort to THE JOURNEY AWARDS LLC & TAGO LIFE or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Submission Service, or from advertising, linking or becoming a supplier to us in connection with the Submission Service;  
  
\* send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing";  
  
\* be used for your commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other website or web pages;  
  
\* transmit, distribute or upload programs or material that contain malicious code, such as viruses, time bombs, cancel-bots, worms, Trojan horses, spyware, or other potentially harmful programs or other material or information;  
  
\* forge any TCP/IP packet header or part of the header information in any e-mail or newsgroup posting for any reason;  
  
\* violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order or any treaties or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any other person, firm or enterprise;  
  
\* gain unauthorized access to the Submission Service or THE JOURNEY AWARDS LLC & TAGO LIFE Website, other users' accounts, names, user IDs, personally identifiable information or other computers, websites or pages, connected or linked to the JOURNEY AWARDS LLC & TAGO LIFE Website in any manner which violates or is inconsistent with the terms and conditions of this Agreement;  
  
\* modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Submission Service or THE JOURNEY AWARDS LLC & TAGO LIFE Website or the rights or use and enjoyment of the Submission Service or THE JOURNEY AWARDS LLC & TAGO LIFE Website by any other person, firm or enterprise.  
  
4. You agree that each Submission is exclusive to THE JOURNEY AWARDS LLC & TAGO LIFE, including its parent and affiliate companies, Black Entertainment Television, LLC and The Journey Awards LLC & Tago Life, Inc.  
  
5. You must own, hold or control all rights to each Submission you submit and each element of each Submission you submit and the right to grant all of the rights, licenses, privileges, authorizations, permissions, approvals and consents to THE JOURNEY AWARDS LLC & TAGO LIFE as described in this Agreement. If you do not exclusively own, hold or control all of these rights, you must have all necessary authorizations, permissions, approvals, consents, rights and licenses from the owner(s), holder(s) or licensee(s) to enter into this Agreement and perform and comply with all of this Agreement’s obligations. Upon the request of THE JOURNEY AWARDS LLC & TAGO LIFE, and without compensation therefor, you will furnish THE JOURNEY AWARDS LLC & TAGO LIFE any documentation, substantiation and releases necessary and reasonably required to verify and substantiate your compliance with any or all of the terms and conditions of this Agreement, including, without limitation, the foregoing representations, warranties and covenants. You also acknowledge that in the event your Submission is chosen for inclusion as part of a television program or otherwise utilized by THE JOURNEY AWARDS LLC & TAGO LIFE, THE JOURNEY AWARDS LLC & TAGO LIFE may require you to sign a hard copy release and indemnification agreement in the form presented by THE JOURNEY AWARDS LLC & TAGO LIFE attesting, among other things, to the fact that you are the rightful owner, holder or licensee of the Submission or the fact that you have the right to grant THE JOURNEY AWARDS LLC & TAGO LIFE the rights, licenses and privileges set forth in this Agreement, that the Submission is being broadcast by THE JOURNEY AWARDS LLC & TAGO LIFE, and that all such rights are transferred to THE JOURNEY AWARDS LLC & TAGO LIFE, without obtaining permission from or making any payment to any third party. If required by THE JOURNEY AWARDS LLC & TAGO LIFE, all persons appearing in the Submission must sign consent forms and/or releases (which shall, among other things, grant to THE JOURNEY AWARDS LLC & TAGO LIFE the right to use such person’s name, voice, and likeness). Releases will include, among other things, a statement that the Submission is your exclusive property and that the events, if any, purported to be spontaneous were in fact spontaneous and not staged.  
  
6. You hereby acknowledge that you are solely responsible and liable for your communications and Submissions (and the consequences) made under your name, user name, email address, password and your registration and profile information, if any. You understand that none of the content contained in your Submission reflects the views of THE JOURNEY AWARDS LLC & TAGO LIFE and that THE JOURNEY AWARDS LLC & TAGO LIFE neither represents or guarantees the truthfulness, accuracy, or reliability of any Submission, nor endorses or supports any opinions expressed in any Submission, nor does THE JOURNEY AWARDS LLC & TAGO LIFE undertake any obligation to filter or screen any Submissions prior to posting. To be considered for posting and display to the public, you acknowledge that your Submission must meet all the specifications and requirements relating to formatting, compatibility, operating characteristics, legal clearances and submission and understand such specifications and requirements for uploading your Submission(s) can be found on the JOURNEY AWARDS LLC & TAGO LIFE Website.  
  
7. You acknowledge and agree that you shall have no right of approval and no claim arising out the use of your Submission, and you unconditionally waive any right to inspect or approve any works derived from the Submission or any duplication, derivation or digital enhancements thereof or finished version(s) of the foregoing, including any copies that may be created in connection therewith; and that THE JOURNEY AWARDS LLC & TAGO LIFE shall have the unlimited right to vary, change, alter, modify, add to and/or delete images or music contained in the Submission, to rearrange the images contained in the Submission, and to use a portion(s) of any image or music contained in the Submission, together with any material of any kind.  
  
8. By submitting your Submission to THE JOURNEY AWARDS LLC & TAGO LIFE, in addition to the rights, licenses and privileges referred to above, you hereby grant to THE JOURNEY AWARDS LLC & TAGO LIFE the unqualified, unrestricted, unconditional, unlimited, worldwide, irrevocable, transferable, fully paid up, perpetual and royalty free right, license, authorization and permission to use and refer to your name and all name(s), logo(s), mark(s), image(s), characteristic(s) or other distinctive identifications associated with your Submission in connection with the presentation, display, distribution, marketing, advertising and promotion of the Submission on THE JOURNEY AWARDS LLC & TAGO LIFE Website or any Platform, and any products, goods, features, functions, capabilities and/or services associated with THE JOURNEY AWARDS LLC & TAGO LIFE and to use and otherwise exploit any ideas, concepts, content, material, expression or form of expression, in whole or in part, contained in your Submission, for any purpose whatsoever, without any compensation, royalties or accounting to you, in products or services developed by THE JOURNEY AWARDS LLC & TAGO LIFE, without limitation or restriction whatsoever in perpetuity. You agree that your approval shall not be required for any commercial, advertisement, promotional, marketing or other material related to any Submission.  
  
9. THE JOURNEY AWARDS LLC & TAGO LIFE reserves the right to review any submitted Submission and to delete, remove, move, edit or reject, without notice to you, any Submission that THE JOURNEY AWARDS LLC & TAGO LIFE deems, in its sole discretion, abusive, defamatory, obscene, pornographic, in violation of copyright, trademark or other intellectual property rights, to be in violation of this Agreement or to be unacceptable to THE JOURNEY AWARDS LLC & TAGO LIFE, in a manner consistent with applicable law; provided, however, that THE JOURNEY AWARDS LLC & TAGO LIFE shall have no obligation or liability to you for failure to do so or for doing so in any particular manner. We further reserve the right, at any time, without notice and without limiting any and all other rights we may have under this Agreement, at law or in equity, to (a) refuse to allow you to submit further Submissions, (b) suspend or revoke your registration and right to use the Submission Service, and (c) use any technological, legal, operational or other means available to enforce the terms of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration, access using your e-mail address, your user name and password. If THE JOURNEY AWARDS LLC & TAGO LIFE receives notice of any claim of infringement that satisfies specific legal requirements, such as notice and takedown requirements under U.S. copyright law, THE JOURNEY AWARDS LLC & TAGO LIFE may remove Submission(s) associated with such claim. THE JOURNEY AWARDS LLC & TAGO LIFE reserves the right to provide information to law enforcement officials, governmental agencies and pursuant to judicial or regulatory compulsion, to protect their respective interests, the JOURNEY AWARDS LLC & TAGO LIFE Website or Platforms or to comply with legal, regulatory, audit and compliance obligations. THE JOURNEY AWARDS LLC & TAGO LIFE’s decisions regarding Submissions submitted are final and non-appealable.  
  
10. You represent and warrant that you (or companies which you control) hold, own or control all ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under this Agreement (including without limitation the copyright rights in the sound recording and underlying musical composition) in and to the Submission submitted, and that such Submission shall not infringe, violate or misappropriate any intellectual property, privacy, publicity or other rights of any third party. You represent, warrant and covenant that you have and will continue to hold, own or control all ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under this Agreement. You represent, warrant and covenant that you have and will continue to have the legal capacity under the laws of the jurisdiction where you reside or from which you are submitting the Submission to enter into this Agreement. You represent and warrant that none of your Submissions is subject to or under the jurisdiction of any guild or union collective bargaining agreement, and you further acknowledge that THE JOURNEY AWARDS LLC & TAGO LIFE is not signatory to any such agreement. Notwithstanding anything to the contrary, you also understand and agree that THE JOURNEY AWARDS LLC & TAGO LIFE shall not be obligated or responsible for providing any guild or residual payments in connection with any Submission.  
  
In addition to your indemnification obligations set forth in the Terms of Use, you agree to release, indemnify and hold harmless THE JOURNEY AWARDS LLC & TAGO LIFE and its directors, officers and employees, and their respective successors, assigns, licensees and agents, from and against any and all claims, damages, liabilities, costs and expenses arising out of any Submission, your use of the JOURNEY AWARDS LLC & TAGO LIFE Website or any breach of any of your representations, warranties or covenants contained herein.  
  
11. You hereby waive and release, for yourself and for your heirs, executors and administrators, any and all rights, claims and causes of action whatsoever that you may have against THE JOURNEY AWARDS LLC & TAGO LIFE. You further release, discharge, indemnify, defend and agree to hold harmless THE JOURNEY AWARDS LLC & TAGO LIFE and its employees, officers and directors, and their respective successors, licensees, assigns and agents and those for whom they are acting, from any claim relating to the exercise of the rights granted herein, use or non-use of any Submission, and from any liability for any loss or damage you may suffer or any liability for, including but not limited to, libel, slander, defamation, invasion of any right of privacy or publicity, emotional distress, economic loss or infringement related to or arising from any Submission or any works derived therefrom or any duplication, derivation, modification or digital enhancements thereof or any reference to you or any other utilization of the rights granted under this Agreement.  
  
You acknowledge and agree that all rights and property granted to THE JOURNEY AWARDS LLC & TAGO LIFE hereunder are irrevocable and not subject to rescission, termination, restraint or injunction under any circumstances. In no event shall you have, and you hereby waive, all right to injunctive relief or otherwise to interfere with, limit or hamper THE JOURNEY AWARDS LLC & TAGO LIFE’s exploitation of the rights granted to the Submission(s) hereunder, or any productions, works or materials based on or derived from the Submission(s). You also forever waive and relinquish all moral rights or droit moral now or hereafter recognized in connection with your Submissions and the rights granted to THE JOURNEY AWARDS LLC & TAGO LIFE hereunder. Further, you understand and agree that, to the fullest extent permissible by law, neither THE JOURNEY AWARDS LLC & TAGO LIFE, its affiliates, or its or their respective successors and assigns, nor any of its or their respective officers, directors, employees, agents, licensors, representatives, service providers, advertisers, or suppliers, shall be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from any Submission submitted through the Submission Service, use of the Submission Service or related to this Agreement, including, but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages, regardless of the form of action or the basis of the claim and even if advised of the possibility of such damages. You hereby acknowledge that THE JOURNEY AWARDS LLC & TAGO LIFE shall assume no liability for any actions undertaken by you in connection with the creation, production or submission of any Submission submitted through the Submission Service.  
  
You acknowledge that other persons may have submitted Submissions to us, may have made public or developed, or may originate, submit, make public or develop, material similar or identical to all or a portion of your Submissions or concepts contained therein, and you understand and agree you will not be entitled to any compensation because of the use or exploitation thereof and the submission of Submissions, or any posting or display thereof, is not any admission of novelty, priority or originality.  
  
12. THE JOURNEY AWARDS LLC & TAGO LIFE has the right to license, authorize and/or otherwise enter into agreements and arrangements with any third party, parent company or affiliate to do or perform any of the activities, exercise any of the rights and/or undertake any of the responsibilities granted or imposed under this Agreement, in whole or in part. To the extent THE JOURNEY AWARDS LLC & TAGO LIFE does so, when you submit a Submission to or through the JOURNEY AWARDS LLC & TAGO LIFE Website, each such third party, parent company or affiliate shall be entitled to exercise and benefit from the terms and conditions, rights, licenses and authorizations granted to THE JOURNEY AWARDS LLC & TAGO LIFE hereunder and related thereto as if you had entered into this Agreement with such third party, parent company or affiliate. THE JOURNEY AWARDS LLC & TAGO LIFE has the right to assign, transfer, convey, license, sub-license and otherwise transfer, sub-contract, delegate, outsource or engage any third party, parent company or affiliate to perform or benefit from all or any portion of its or their rights and/or obligations to any one or more other parties, without accounting, reporting, notification or other obligation or liability to you whatsoever, now or in the future.  
  
13. The brands, names, logos, trade names, trademarks, service marks and other distinctive identifications ("marks") on or of THE JOURNEY AWARDS LLC & TAGO LIFE, including, without limitation, "THE JOURNEY AWARDS LLC & TAGO LIFE" and "THE JOURNEY AWARDS LLC & TAGO LIFE.com", are the intellectual property of and proprietary to THE JOURNEY AWARDS LLC & TAGO LIFE, its affiliates, it’s or their advertisers, suppliers and others with whom these entities may do business. You have no right to use any of these marks or any confusingly similar marks for any purpose.  
  
14. THE JOURNEY AWARDS LLC & TAGO LIFE reserves the sole and exclusive right to sell advertising and otherwise exploit, benefit from and/or realize revenue from the conduct of its business and operating the JOURNEY AWARDS LLC & TAGO LIFE Website, the Submission Service or Platforms and any and all arrangements made with respect thereto, without accounting, obligation or liability to you, notwithstanding that your Submission may be displayed on or otherwise used by or in connection with the JOURNEY AWARDS LLC & TAGO LIFE Website, the Submission Service or Platforms.  
  
15. THE JOURNEY AWARDS LLC & TAGO LIFE retains all right, title and interest in and to the Submission Service, including, without limitation, to all associated intellectual property and proprietary rights existing anywhere in the world and you acquire no ownership, proprietary or other rights, title or interest in or to the Submission Service.  
  
16. This Agreement shall be deemed to be entered into in the State of New York, and shall be governed by and interpreted in accordance with the laws of the State of New York applicable to agreements executed and fully carried out within the State of New York. You acknowledge that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce you to execute this document and you acknowledge that you have not executed this instrument in reliance on any such promise, representation or warranty not contained herein.  
  
We make no claim that the Submission Service or any Submission is appropriate for any particular purpose or audience, or that any video, software or our Submission Service may be accessed, used or downloaded outside of the United States, which may not be legal for certain persons or in certain countries and you do so at your own risk. You are responsible for compliance with the laws of your jurisdiction. THE JOURNEY AWARDS LLC & TAGO LIFE disclaims all liability for any use of the JOURNEY AWARDS LLC & TAGO LIFE Website that is not authorized by this Agreement or is in violation of any laws or regulations that may apply to you in any jurisdiction. You agree to abide by all restrictions regarding the export of any Submissions, including videos, information, software, materials, products or services, to countries or persons prohibited under any applicable export control laws or regulations.  
  
**THE JOURNEY AWARDS LLC & TAGO LIFE WEBSITE AND ALL RELATED SERVICES (INCLUDING THE SUBMISSION SERVICE), MOBILE APPLICATIONS, FEATURES, FUNCTIONS, CONTENT, PRODUCTS, DATA, INFORMATION, SOFTWARE AND CAPABILITIES ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE ACCURACY, AVAILABILITY, SECURITY, USEFULNESS AND NON-INFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR YOUR SUBMISSIONS, THE REPRESENTATIONS AND OBLIGATIONS UNDER THIS AGREEMENT AND FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING FROM YOUR USE OF THE JOURNEY AWARDS LLC & TAGO LIFE WEBSITE, MOBILE APPLICATIONS, OR SUBMISSION SERVICE. IN ADDITION, THE JOURNEY AWARDS LLC & TAGO LIFE MAKES AND PROVIDES NO GUARANTY OR ASSURANCE THAT THE JOURNEY AWARDS LLC & TAGO LIFE WEBSITE, MOBILE APPLICATIONS, OR SUBMISSION SERVICE OR ANY CONTENT WILL OPERATE WITHOUT INTERRUPTION, BE ERROR-FREE OR THAT ALL SERVICES, PRODUCTS, FEATURES, FUNCTIONS, PRODUCTS, CONTENT OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED OR AT ANY PARTICULAR TIME OR TIMES. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK OF USING THE JOURNEY AWARDS LLC & TAGO LIFE WEBSITE AND THE SERVICES (INCLUDING THE SUBMISSION SERVICE), MOBILE APPLICATIONS, FEATURES, DATA, INFORMATION, SOFTWARE, FUNCTIONS AND CAPABILITIES OF AND/OR ASSOCIATED WITH THE JOURNEY AWARDS LLC & TAGO LIFE WEBSITE.**  
  
THE JOURNEY AWARDS LLC & TAGO LIFE may terminate this Agreement with you and your right to use the Submission Service at any time for any reason without notice to you.  
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