

DAILY DOSE OF BADASSERY

PHOTO NOMINATION RELEASE AND WAIVER AGREEMENT

VERSION**1.0****EFFECTIVE DATE****July 15, 2026****IMPORTANT - PLEASE READ BEFORE SUBMITTING A PHOTOGRAPH**

This agreement grants Optimize Innovation & Design permission to redesign a submitted photograph and commercially use the resulting artwork on merchandise. The person submitting the photograph must have the legal authority to grant these rights. Acceptance will occur through the required agreement confirmation and electronic signature on the online nomination form.

OPTIMIZE INNOVATION & DESIGN

Daily Dose of Badassery Collection

1. PURPOSE AND ACCEPTANCE

Optimize Innovation & Design ("OID") is accepting photographs of motorcycles, cars, trucks, boats, race vehicles, tractors, off-road vehicles, and other motorized vehicles or equipment (each a "Motor Toy") for possible inclusion in the Daily Dose of Badassery merchandise collection.

This Photo Nomination Release and Waiver Agreement (the "Agreement") applies to each photograph, file, description, story, name, or other material submitted through the Daily Dose of Badassery online nomination form (collectively, the "Submission").

By checking the required agreement box, typing a full legal name, and submitting the online nomination form, the person making the Submission (the "Submitter") confirms that the Submitter has read, understands, and voluntarily agrees to this Agreement. The electronic acceptance is intended to have the same force and effect as a handwritten signature.

2. ELIGIBILITY AND SUBMISSION REQUIREMENTS

1. The Submitter must be at least eighteen (18) years old and legally able to enter into this Agreement.
2. The Submission must be made by the photographer or copyright owner of the photograph, or by a person who has obtained written permission from the photographer or copyright owner authorizing all uses described in this Agreement.
3. Owning the Motor Toy shown in a photograph does not necessarily mean the Submitter owns the copyright in the photograph. The Submitter must separately have authority from the photographer or copyright owner.
4. If the Submitter does not own the Motor Toy, the Submitter must have permission from its owner to submit the photograph for the commercial uses described in this Agreement.
5. The Submission should not include identifiable people. If an identifiable adult appears, the Submitter must have that person's written permission for commercial use. No identifiable minor may appear unless a separate written release is signed by the minor's parent or legal guardian and accepted by OID.
6. The Submitter must not submit a photograph copied or downloaded from social media, a website, a professional photographer, an advertisement, or another person without proper written authorization.
7. OID may request proof of ownership, written permission, model releases, or other documentation before or after selecting a Submission. OID may reject or discontinue any Submission if satisfactory documentation is not provided.

3. SUBMITTER REPRESENTATIONS AND WARRANTIES

The Submitter represents and warrants that:

- The Submitter owns the photograph and all rights needed to grant this Agreement, or has obtained valid written authorization from every required rights holder.
- The Submission is accurate, is not misleading, and does not falsely identify the photographer, Motor Toy owner, or any person shown.
- The Submission does not violate another person's copyright, trademark, publicity, privacy, contract, or other legal rights.
- The Submitter has disclosed any professional photographer, custom artist, wrap designer, sponsor, team, or other person whose rights may be implicated by the Submission.
- The Submitter has the legal authority to bind any owner or rights holder on whose behalf the Submission is made.
- Any written permission or release provided to OID is authentic, complete, and has not been revoked.

4. LICENSE GRANTED TO OPTIMIZE INNOVATION & DESIGN

In consideration of the opportunity to be considered for the Daily Dose of Badassery collection, the waiver of OID's customary design fee if selected, and the possibility of receiving the complimentary merchandise item described below, the Submitter grants OID and its owners, employees, contractors, designers, printers, manufacturers, fulfillment providers, website providers, distributors, advertising partners, licensees, successors, and assigns a worldwide, royalty-free, fully paid, transferable, sublicensable, nonexclusive license, for the maximum period permitted by law, to:

1. Copy, reproduce, upload, store, archive, publish, display, transmit, and distribute the Submission.
2. Crop, trace, redraw, retouch, edit, recolor, isolate, enhance, distort, simplify, stylize, illustrate, or otherwise alter the photograph.
3. Remove or change backgrounds, people, faces, license plates, identifying information, manufacturer badges, sponsor graphics, trademarks, logos, or other elements.
4. Combine the Submission with text, slogans, illustrations, photographs, patterns, logos, branding, textures, and other creative materials.
5. Create original artwork, adaptations, modifications, and derivative works based upon or incorporating the Submission.

6. Apply the resulting artwork to T-shirts, sweatshirts, hats, decals, posters, prints, drinkware, promotional materials, digital content, and any other merchandise or media selected by OID.
7. Manufacture, advertise, promote, display, distribute, license, offer for sale, and sell merchandise incorporating the resulting artwork.
8. Use the Submission, finished artwork, merchandise mockups, and photographs of completed merchandise for OID's website, portfolio, social media, advertising, public relations, promotional materials, and other business purposes.

This authorization applies to all media and formats now known or later developed. To the fullest extent permitted by law, the license may not be withdrawn or revoked after OID begins creating artwork, advertising a design, manufacturing merchandise, accepting orders, or otherwise reasonably relying on the authorization.

5. DESIGN PROCESS AND CREATIVE CONTROL

Selected photographs may be digitally edited, illustrated, traced, stylized, altered, combined with other design elements, and transformed into original merchandise artwork. The finished artwork may differ substantially from the original photograph.

OID retains sole creative and production control. The Submitter waives any right to inspect or approve preliminary drafts, the finished artwork, slogans, wording, colors, layouts, product selection, product placement, advertising, production changes, or the context in which the Submission or finished artwork appears. OID may, but is not required to, seek feedback or approval.

6. OWNERSHIP OF THE ORIGINAL PHOTOGRAPH AND FINISHED DESIGN

1. The Submitter retains any copyright the Submitter legally owns in the original photograph, subject to the license granted to OID in this Agreement.
2. OID owns all original illustrations, graphic elements, typography, layouts, creative modifications, production files, and other new artistic material created by OID for the finished design.
3. Submitting a photograph does not give the Submitter ownership of the finished design, OID branding, the Daily Dose of Badassery name or collection, or any other OID intellectual property.
4. The Submitter may not copy, reproduce, print, distribute, sell, provide to another printer or designer, or commercially use the finished design without separate written permission from OID.
5. To the extent the Submitter may acquire or claim rights in the finished design because of the Submission, suggestions, participation, or approval, the Submitter assigns those rights to OID.

7. SELECTION, WAIVED DESIGN FEE, AND COMPLIMENTARY MERCHANDISE

There is no fee to submit a photograph. Submission does not guarantee selection. OID has sole discretion to determine whether a Submission will be selected, redesigned, published, manufactured, advertised, offered for sale, modified, or discontinued.

If a Submission is selected:

- OID will waive its customary design fee for creating the merchandise artwork.
- The selected Submitter will receive one (1) complimentary merchandise item featuring the completed design.
- The merchandise item, product type, brand, style, size availability, color, placement, production method, and delivery or pickup method will be selected solely by OID. OID may request the Submitter's size or other information but is not required to offer a particular product or option.
- The complimentary item has no cash value, is nontransferable, may not be exchanged for cash, credit, royalties, or another item, and does not include additional free merchandise.
- OID will make a reasonable effort to contact the selected Submitter. If the Submitter does not provide requested information or claim the item within thirty (30) days after notice, OID may consider the complimentary item forfeited.

Additional merchandise featuring the finished design may be offered for purchase through the OID website or other sales channels at prices determined by OID.

8. NO ROYALTIES OR ADDITIONAL COMPENSATION

Except for the waived design fee and one complimentary merchandise item described in Section 7, the Submitter will not receive royalties, commissions, profit sharing, licensing payments, accounting, ownership interests, free products, or any other compensation from the use of the Submission, finished artwork, advertising, or merchandise sales. The Submitter is not an employee, partner, joint venturer, agent, or representative of OID.

9. THIRD-PARTY LOGOS, ARTWORK, AND TRADEMARKS

Ownership of a Motor Toy does not give the Submitter ownership of manufacturer logos, sponsor logos, racing graphics, wraps, custom artwork, decals, copyrighted characters, or other third-party intellectual property appearing on it.

OID may remove, obscure, simplify, replace, or alter any logo, badge, plate, sponsor graphic, person, background, or identifying information. OID may reject or discontinue a design if it believes additional permission, clearance, or modification may be required. The appearance of a make, model, product, or brand does not imply sponsorship, approval, endorsement, or affiliation with its manufacturer or rights holder.

10. NAME, STORY, AND PUBLIC CREDIT

OID may identify the Motor Toy by its make, model, race number, nickname, or other submitted description when reasonably necessary to present or market the design. OID will use the Submitter's personal name, story, social-media handle, or likeness publicly only when the Submitter provides the corresponding optional permission on the nomination form or in a separate written authorization.

OID is not required to provide photographer credit, Submitter credit, or attribution unless OID separately agrees in writing to do so.

11. RELEASE AND WAIVER OF CLAIMS

To the fullest extent permitted by law, the Submitter releases and discharges OID and its owners, employees, contractors, designers, printers, manufacturers, fulfillment providers, distributors, website providers, licensees, successors, and assigns from claims arising from the authorized use of the Submission or finished artwork, including claims relating to:

- copyright or ownership of the photograph;
- creation or use of adaptations or derivative artwork;
- editing, alteration, cropping, stylization, distortion, removal, or replacement of elements;
- lack of attribution or photo credit;
- right of publicity, privacy, or use of authorized identifying information;
- advertising, promotion, merchandise production, display, distribution, licensing, or sale;
- approval of the finished design or merchandise;
- payment, royalties, commissions, profits, compensation, or accounting; and
- modification, rejection, removal, or discontinuation of a Submission or design.

This release does not waive claims that cannot legally be waived or excuse OID from a material breach of this written Agreement. To the fullest extent permitted by law, the Submitter waives any moral rights, rights of attribution, rights of integrity, or similar rights the Submitter may have in connection with the authorized uses.

12. INDEMNIFICATION

The Submitter agrees to defend, indemnify, and hold harmless OID and its owners, employees, contractors, designers, printers, manufacturers, fulfillment providers, distributors, website providers, licensees, successors, and assigns from third-party claims, losses, liabilities, judgments, damages, penalties, costs, and reasonable legal expenses arising from or relating to:

1. the Submitter's breach of this Agreement;
2. a false, inaccurate, or misleading statement in the Submission;
3. the Submitter's lack of ownership, permission, or authority;
4. a claim by a photographer, copyright owner, Motor Toy owner, person depicted, parent, guardian, artist, sponsor, trademark owner, or other rights holder; or
5. the unauthorized submission of copyrighted, trademarked, private, confidential, or otherwise protected material.

13. ADMINISTRATION, REMOVAL, AND DISCONTINUATION

OID may reject, remove, suspend, or discontinue any Submission, design, merchandise item, or sales offering at any time for legal, technical, creative, quality, production, branding, safety, reputational, or business reasons. OID is not required to return, preserve, publish, or use any Submission.

Submission does not create an obligation to produce merchandise and does not create an employment relationship, partnership, joint venture, agency relationship, endorsement agreement, or fiduciary duty.

14. ELECTRONIC RECORDS AND AGREEMENT VERSION

The online nomination form will require the Submitter to affirmatively check an agreement box and enter a typed full legal name. OID may retain the completed submission, uploaded files, permissions, checkbox response, typed name, date, time, submission identifier, and the version of this Agreement presented at the time of acceptance.

The Agreement governing a Submission is the version identified in the electronic acceptance record. This document is Version 1.0, effective July 15, 2026.

15. GOVERNING LAW, VENUE, AND GENERAL TERMS

This Agreement is governed by the laws of the State of Missouri, without regard to conflict-of-law principles. Any legal proceeding relating to this Agreement must be brought in a court of competent jurisdiction located in the Missouri county where OID maintains its principal place of business, unless applicable law requires otherwise.

If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permitted and the remaining provisions will continue in effect. A failure by OID to enforce a provision is not a waiver of that provision. This Agreement is the complete agreement concerning the Submission unless modified by a later written agreement signed or electronically accepted by OID and the Submitter.

Section headings are for convenience only and do not limit the meaning of any provision. Provisions concerning licenses, ownership, compensation, releases, indemnification, governing law, and any other terms that by their nature should survive will remain effective after submission, selection, production, sale, removal, or discontinuation.