



**“Grand Slam Grant” for High School Baseball or Softball Program**  
Comerica Bank 2012 Community Grant  
Project Summary, Application Form, Affidavit of Eligibility,  
Publicity Release and Liability Waiver

**Application Schedule**  
**Applications Available**  
**January 20, 2012**

**Application Deadline**  
**February 10, 2012**

**Winner Notification**  
**February 27, 2012**

**Comerica Bank Grand Slam Grant Presentation**  
**April 7, 2012**

Comerica Incorporated (NYSE: CMA) is a financial services company strategically aligned by three business segments: The Business Bank, The Retail Bank, and Wealth Management. Comerica focuses on relationships, and helping people and businesses be successful. Comerica Bank locations can be found in Michigan, Texas, Arizona, California, and Florida, with select businesses operating in several other states, as well as in Canada and Mexico. The Comerica Bank Grand Slam Grant was established in 2011 as a result of the bank’s commitment to the community.

**AWARD**

1. One (1) \$10,000 community grant to be used to create, expand, or improve a Southeast Michigan high school’s baseball or softball program. One (1) \$10,000 community grant to be used to create, expand, or improve a Central or West Michigan high school’s baseball or softball program
2. Fifty (50) pavilion tickets and ten (10) outfield box tickets to the Detroit Tigers opening weekend game on April 7, 2011 for each winning team.
3. On-field recognition and check presentation prior to the game.
4. Opportunity for school representative to throw out the first pitch.
5. Up to nine (9) guests from each winning school invited to watch the game from a Detroit Tigers luxury suite.

**GRAND SLAM GRANT PURPOSE**

In accordance with Comerica Bank’s commitment to the community, the Grand Slam Grant was established as a way to encourage physical activity and foster athletic excellence among Michigan youth. High schools are invited to apply for the grant to **create, expand or improve upon the school’s baseball or softball program.**

**ELIGIBILITY AND REQUIREMENTS**

Public high schools in Comerica’s markets of Southeast Michigan and Central and West Michigan are eligible to apply for this grant. The following are examples of what the grant could be used for:

- Baseball or softball field improvements
- Equipment
- Baseball or softball training camps

The selected schools must agree to attend the check presentation on April 7, 2012, where the grant recipients will be announced to the public.

Grant awardees are requested to submit an update and digital images on the progress of the project by May 30, 2012 (images may be used by Comerica Bank).

#### SUBMISSION PROCESS

Completed applications, including supporting images and/or video clips (not to exceed 2 minutes in length), must be emailed to [grandslamgrant@comerica.com](mailto:grandslamgrant@comerica.com) no later than 5:00 p.m. on Friday, February 10, 2012.

#### SELECTION PROCESS

Completed submissions (including application form and support materials) are forwarded to Comerica Bank Charitable Contributions Committee for review and recommendation of the top ten (10) candidates from each region. Applications will be judged upon a variety of factors including overall need, creativity and school and community impact. Final selection will be made by the Comerica Bank Grand Slam Grant Selection Committee, consisting of representatives from Comerica Bank and a representative from the Detroit Tigers. The grant recipients will be notified on or before February 27, 2012, and are required to attend the award presentation on April 7, 2012, at Comerica Park.



**APPLICATION FORM (TO BE COMPLETED VIA ONLINE FORM)  
2012 COMERICA BANK "GRAND SLAM GRANT"**

School Name: \_\_\_\_\_

School District: \_\_\_\_\_

School Principal Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

County: \_\_\_\_\_

**PROJECT SUMMARY**

Online form should allow maximum 300 words per answer field for each question.

1. How would your school spend \$10,000 to improve its baseball or softball programming?
2. Why does your school need this program support? (Why is your school most deserving? Have there been program cuts? Will this allow more students to be involved? etc.)
3. How will the grant benefit the student body and/or local community? Please provide an estimated number of students who would be impacted by the grant.
4. If the Grand Slam Grant will not pay for the project completely, state how additional funds will be obtained to complete the project.
5. Please provide an estimated project timeline and completion date.

NOTE: Any and all application materials may be used by Comerica Bank for internal and/or external promotion.

By signing the agreement below, the signer acknowledges and agrees to:

- Acceptance of the \$10,000 grant (if application is selected).
- Deliver to each participant Comerica's Right of Publicity Waiver and Contribution Use Agreement, require that each participant sign the Agreement, and return the original copies of each Agreement signed by a participant to Grand Slam Grant, Comerica Incorporated, P. O. Box 75000, Detroit, MI 48275-7871 by March 16, 2012, or forfeit the award.
- Use the grant to create, expand or improve athletic programming.
- Arrange for and coordinate team (student) and faculty attendance and participation during April 7, 2012, grant presentation at Comerica Park or, attendance at recognition events as necessary.
- The following eligibility terms and release agreement:

This Affidavit of Eligibility, Publicity Release and Liability Waiver (the "**Affidavit of Eligibility and Release**" or "**Agreement**") is agreed to by the school or school district (each a "**Winner**") who are awarded a grant ("**Grant**") in the competition (the "**Competition**") sponsored by Comerica Incorporated and its affiliates (collectively, "**Comerica**").

In consideration for entry into the Competition, and receipt of the Grant, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on behalf of the Winner, I hereby agree as follows:

- 1. Eligibility.** I represent that the Winner satisfies all eligibility requirements set forth in the Grant application and rules, which I acknowledge having been read and understood by the Winner, and any other requirements imposed by law. I represent that Winner has complied with the Grant rules.
- 2. Permission to Use Likeness; Publicity Release.** On behalf of Winner, I give permission irrevocably and in perpetuity to Comerica and its subsidiaries and affiliates to, without additional compensation to Winner to use, adapt, reproduce, distribute, display the name and any marks owned by Winner, in whole or in part, throughout the universe, in connection with the promotional or marketing activities of Comerica and/or its subsidiaries or affiliates. In connection therewith, I waive any rights under Michigan law, California Civil Code § 3344, New York CLS Civil Rights Law §§ 50-51, or any similar law of any state, U.S., or foreign jurisdiction.
- 3. Assignment of Entry Materials.** I represent that the Winner understands that any material submitted and/or entered into the Competition is the sole property of Comerica and may be used by Comerica for any purpose. I represent that that the Winner independently created the material submitted to Comerica and have secured all rights (including third party rights) necessary to convey all rights in such materials to Comerica. Winner assigns and conveys to Comerica all right, title and interest in and to the submitted material(s) and all copyright, trademark and other intellectual property rights in the submitted material(s), and agrees to take any actions (including execution of documents) reasonably requested by Comerica to effect, perfect or evidence the foregoing assignment. If for any reason, the assignment is ineffective, Winner grants Comerica an irrevocable, exclusive license to display, perform, and reproduce any of the materials and use the materials freely without payment of any royalty to Winner or to any third party.

4. **Tax Consequences.** Winner acknowledges and agrees that should it be taxed for the fair market value of the Grant, it agrees to pay any and all taxes when due with respect to the Grant.
5. **No Warranties Regarding Grant.** Comerica makes no warranties whether express or implied regarding the Grant. Winner acknowledges and agrees that the Grant is not manufactured or sold by Comerica and that use of the Grant is at Winner's own risk. Comerica provides the Competition and Grant "as is," and disclaims all warranties with respect to the Grant and Competition, including warranties for merchantability, fitness for a particular purpose or any warranties imposed by law.
6. **RELEASE.** I ACKNOWLEDGE THAT WINNER ACKNOWLEDGES AND AGREES ANY ACCEPTANCE, PARTICIPATION IN THE COMPETITION, AND/OR RECEIPT OR USE OF ANY GRANT IS SOLELY AT WINNER'S OWN RISK. THEREFORE, I, ON BEHALF OF WINNER, THE STUDENTS, TEACHERS AND STAFF OF WINNER, AND WINNER'S ASSIGNS, (COLLECTIVELY, "**SUCCESSORS**"), HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS COMERICA AND ITS AFFILIATES AND SUBSIDIARIES, ALONG WITH EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, "**RELEASED PARTIES**"), FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES (WHETHER ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY) RELATING TO ANY CLAIM THAT WINNER, THE STUDENTS, TEACHERS AND STAFF OF WINNER, AND WINNER'S ASSIGNS MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY LOSS OR OTHER LOSS, DAMAGE, COST OR EXPENSE (COLLECTIVELY, "**HARM**") THAT MAY BE SUFFERED BY WINNER OR ANY THIRD PARTY AS A RESULT OF THE COMPETITION, ANY USE BY COMERICA OF WINNER'S NAME, VISUAL LIKENESS OR BIOGRAPHICAL DATA, OR IN CONNECTION WITH WINNER'S ACCEPTANCE, PARTICIPATION IN, USE OF AND/OR INABILITY TO USE ANY GRANT AWARDED TO WINNER, EVEN IF SUCH HARM IS CAUSED SOLELY BY THE RECKLESSNESS, NEGLIGENCE OR FAULT OF ONE OR MORE RELEASED PARTIES (COLLECTIVELY, THE "**RELEASED CLAIMS**").
7. **INDEMNIFICATION.** I, ON BEHALF OF WINNER, THE STUDENTS, TEACHERS AND STAFF OF WINNER, AND WINNER'S ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS COMERICA AND ALL OTHER RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED BY COMERICA AND ANY OTHER RELEASED PARTY ARISING OUT OF OR IN CONNECTION WITH ANY RELEASED CLAIMS OR IN CONNECTION WITH ANY THIRD PARTY CLAIMS (INCLUDING BASED ON VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS OR PUBLICITY OR PRIVACY RIGHTS) BASED ON THE MATERIALS I SUBMITTED TO COMERICA OR BASED ON COMERICA'S USE OF SUCH MATERIALS.
8. **SCOPE OF RELEASE.** I, ON BEHALF OF WINNER, THE STUDENTS, TEACHERS AND STAFF OF WINNER, AND WINNER'S ASSIGNS, SPECIFICALLY UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT WINNER AND MY SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST COMERICA OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM COMERICA OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.
9. **Reformation.** If any provision of this Agreement is found to be unreasonable or unenforceable in any respect by a court, it is Winner's intention and understanding that this Agreement shall

nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable.

**10. Choice of Laws.** This Agreement shall be governed by the laws of the State of Michigan, without reference to its choice of law rules with respect to any claim or suit arising out of or in connection with this Agreement, the Competition, any delivery, misdelivery or nondelivery of any Grant or Winner's acceptance, participation in, use of, or inability to use any Grant, and agree not to commence or prosecute any such claim or suit other than in the aforementioned courts.

**11. Entire Agreement.** Except for the Grant rules, this Agreement constitutes the entire agreement between Winner and Comerica with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between Winner and Comerica or any other Released Party. This Agreement may not be amended or supplemented except by a (paper) writing signed by Comerica.

School Principal Digital Signature (online form field)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Right of Publicity Waiver and Contribution Use Agreement**

This Right of Publicity Waiver and Contribution Use Agreement ("**Waiver**") is made by the undersigned individual ("**Participant**") for and in favor of Comerica Bank, a Texas banking association, on behalf of its parent, affiliates, subsidiaries, agents, designees and service providers ("**Comerica**").

In connection with its various business activities, Comerica uses a wide variety of publicity, marketing, promotional and advertising channels, including, without limitation, brochures, leaflets, newsletters, press releases, promotional videos, sweepstakes and games, speeches, exhibitions, presentations, publications, catalogs, Internet websites, emails, magazine, newspaper and Internet advertisements, television, radio and Internet commercials and programs, and other print, video, telephonic and/or electronic channels (collectively, "**Advertising**"). Comerica creates various literary, visual and/or audio works in connection with its Advertising, including, without limitation, video and audio recordings, photographs, renderings and/or other works of authorship (collectively, "**Works**"). Participant may be a participant, interviewee and/or performer in the Works, and/or may contribute quotations, text, phrases, slogans or other copyrightable works of authorship (collectively, "**Contributions**") to Comerica in connection with creation of the Works. Participant's Contributions, if any, are set forth in Exhibit 1 to this Waiver.

By his/her signature below, Participant hereby grants to Comerica a non-exclusive, royalty-free, perpetual, irrevocable and worldwide permission and license to reproduce, use and create derivative works of Participant's name, likeness, image, voice, appearance, performance, biography, composition and/or Contributions (collectively, "**Use Materials**") in, with and for (a) any Works, in all media now known or later developed; and (b) any Advertising, or other purpose, related to Comerica's business.

Participant agrees that Comerica owns and retains all rights, title and interests, including all intellectual property rights, in and to all Works, free from any claim thereto by Participant. To the extent that Participant owns any rights in the Works, Participant hereby assigns to Comerica all rights, title and interest, including copyrights, in the Works. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Participant may have in the Use Materials, Participant waives those rights as to Comerica, its successors, licensees or assigns.

Participant acknowledges that Use Materials and each Work may be edited as desired by Comerica, and that Comerica may reproduce, use, display and distribute the Works containing Use Materials, in whole or in part, as Comerica determines in its sole discretion throughout the world, either alone or with other works, for any purpose related to Comerica's business and/or in any media that Comerica may determine.

Nothing in this Waiver obligates Comerica in any way to reproduce or use any Use Materials in any Works. In consideration for this Waiver, and the rights granted to Comerica herein, Comerica will provide appropriate attribution in its records for the Use Materials, but may, at its sole discretion, omit such attribution if and when the Use Materials are used. Participant understands that Comerica may or may not attribute credit for the Use Materials to Participant. Participant acknowledges the receipt and sufficiency of all consideration in connection with this Waiver. Participant waives and foregoes any other or additional consideration and/or compensation in connection with this Waiver and/or the Works.

Participant releases Comerica from any and all liability, injury, loss, claim or damage whatsoever to any person or property arising from arising from this Waiver and/or any use of the Use Materials.

This Waiver shall be governed by the laws of the State of Texas (exclusive of its choice of law rules). The place of consummation and performance of this Waiver is Dallas County, Texas. If any provision of this Waiver is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All other provisions of this Waiver shall remain in full force and effect.

This Waiver is effective on the date signed by Participant.

PARTICIPANT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PARTICIPANT NAME (PRINT): \_\_\_\_\_

PARTICIPANT ADDRESS: \_\_\_\_\_

**If participant is under 18 years old, then his/her parents or guardian must sign below:**

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PARENT/GUARDIAN NAME (PRINT): \_\_\_\_\_

**Right of Publicity Waiver and Contribution Use Agreement**

Exhibit 1 - Contributions

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