

I, undersigned, enter into this VIDEO & PHOTO RELEASE AGREEMENT ("Agreement") with Sony Electronics Inc. ("SONY") on the date set forth below. I hereby submit a video and/or photo taken by me or a photographer or videographer acting on my behalf, attached hereto as **Exhibit A** ("Content") that SONY may utilize for advertising and marketing purposes as set forth in this Agreement. Thus, for valuable consideration, the sufficiency of which is hereby acknowledged and received, I agree and acknowledge as follows:

- A. The Content: (i) is not commercially available; (ii) has not won or been previously submitted to SONY, a SONY contest, or a third party contests; (iii) is the exclusive original work of me (the undersigned); (iv) is not inappropriate, offensive, libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized, as determined by SONY in its sole discretion; (v) is not harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, as determined by SONY in its sole discretion; (vi) does not violate or encourage others to violate any applicable law, statute, ordinance or regulation; (vii) does not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights; (viii) does not contain commercial or corporate advertising, including but not limited to corporate logos, brand names, and slogans, other than those relating to SONY; (ix) if a digital file, does not include any viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code or content that may harm or compromise computer systems; (x) does not use any watermarks or distinguishing artist marks (such as signatures); and (xi) if found to be in violation of this section will breach this Agreement.
- C. I represent and warrant that (i) I (undersigned) have the unrestricted right to submit, sell and/or license the Content to SONY, including; (ii) all persons whose name or likeness appear in the Content ("Content Participants") are 18+ years of age or (19+ Alabama, Nebraska) at the time the Content were taken and have unconditionally consented, in writing, the right to their appearance in the Content and unconditionally granted me, in writing, the right to submit the Content subject to this Agreement, a copy of such writing will be furnished to SONY at the time of signing of this Agreement by me; and (iii) the Content does not infringe upon any third party's proprietary or other rights including but not limited to music licensing rights.
- D. SONY may advertise, promote, edit, modify, translate, and distribute the Content, without limitation, and without additional compensation, further permission from or notification to me. I hereby waive any inspection or approval of use of the Content. I also waive, release, and hold harmless SONY from any claims or demands based upon invasion of privacy, right of publicity, defamation, personal property right or claim of alteration or faulty mechanical reproduction.
- E. I further hereby grant to SONY and others acting on behalf of SONY a royalty-free, non-exclusive, worldwide, fully paid up, irrevocable license to display publicly and use the Content for advertising, marketing, and promotional purposes **FOR 2 YEARS** in any and all forms and manner of media now known or unknown, including but not limited to print, digital/electronic format and the Internet. SONY may decide not to utilize the Content in its sole, unfettered discretion.
- F. All submitted materials, including the Content and/or Content files become the property of SONY and will not be returned to me. I know that I should retain and store the original Content file.
- G. **I represent and warrant that: (i) I am 18+ years of age or (19+ if in Alabama, Nebraska)** and am a resident of the USA or Canada; (ii) I, or someone on my behalf, created the Content; (iii) I own the Content and have the authority to grant the rights set forth herein without liability or compensation to others; and (iv) SONY's exercise of the proposed activities as described herein do not violate any rights of any third parties, including, but not limited to, any copyright, patent, trademark, trade secret, image, or other proprietary, property, or contractual right, or constitute false advertising, defamation, invasion of privacy or publicity rights, or any other right of any person or entity. **SONY is not asking but if I decide to communicate/repost SONY's use of the Content, I will include #SonyAd with the Content (in a place that cannot be missed or overlooked).**
- H. FOR CALIFORNIA RESIDENTS: I agree that all rights granted under Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
- I. I agree to defend, indemnify and hold harmless SONY, its parent, subsidiary and/or affiliates, from any third party claims, demands, litigation, actions or causes of action or government inquiries, loss, damages, expenses, fees and costs of any kind (including reasonable attorney's fees and settlement costs) arising out of or in any way connected with (i) the Content; and/or (ii) a breach of my covenants, representations and warranties hereunder.

ACKNOWLEDGED & AGREED:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

ADDRESS: _____

EMAIL: _____

EXHIBIT A:



[ATTACH PHOTO/VIDEO FILE]

