

APPEARANCE RELEASE

NAME ("PARTICIPANT")

PARTICIPANT TELEPHONE

PARTICIPANT ADDRESS

TAPING/SHOOT DATE

For good and valuable consideration of the possible inclusion of Materials (as defined below), the receipt and sufficiency of which are hereby acknowledged, the undersigned, on behalf of him/herself and, as applicable, the entity on whose behalf the Appearance is made ("Participant"), agrees to appear and participate in the production and taping of Materials (as defined below). Participant hereby grants Twitter, Inc. and its respective parents, affiliates, subsidiaries and each of their agents, licensees, successors and assigns (collectively, "Company") an unconditional, irrevocable, worldwide, sublicenseable, assignable, perpetual, transferable, license fee-free and royalty-free, license, to use, record, produce, reproduce, distribute, modify, edit, prepare derivative works of, perform, and display an unlimited number of advertising, promotional, marketing, commercial, publicity, public relations and/or other materials, including without limitation any photos, images, and/or video materials, containing any Appearance, as defined below (collectively, "Materials"), and to otherwise license others to use any or all of the Materials, anywhere in the world, in any digital medium (whether now known or hereafter devised, and including but not limited to on websites, mobile apps, social channels, and in email communications) and on-property (including but not limited to brochures and digital stills). Participant grants to Company, subject to the terms and conditions contained herein, the right to record and otherwise use Participant's name, picture, image, likeness, signature, voice, conversation, sound, including but not limited to any performance of any musical composition, and biographical information (collectively, "Appearances") in and in connection with the Materials. Without limiting the generality of the foregoing, at any time the Materials may be used anywhere in the world for research, case studies, awards, press, marketing, advertising, publicity (including but not limited to an archive section of or blog on Company's website), file and/or reference purposes. Company shall have the right, but not the obligation, to credit Participant in connection with its use of the Materials.

At no time shall Participant have any claim to compensation, benefits or remuneration of any kind (other than as specifically set forth herein) or any claim, including, without limitation, those based upon invasion of privacy, defamation or right of publicity, arising out of any use (in accordance with the terms hereof), alteration, blurring, distortion or use in composite form of any Appearance or Materials. In addition, Participant hereby waives the benefit of any law known as droit moral (or moral rights) and of any similar law anywhere in the world. Participant shall have no right to use the Materials. No compensation will be payable to any collective bargaining organization, union, or any other third party in connection with the rights granted in this release.

Participant represents and warrants to have the full right and authority to enter into this release and to grant the rights granted herein, and that the rights granted hereunder will not violate, conflict with or infringe upon any rights of, or any commitment, agreement or understanding Participant has or will have with, any person or entity, and that the consent of no other party is required for Company to exercise its rights hereunder. Participant hereby releases, indemnifies, holds harmless, and discharges Company, and any representatives thereof, from and against any and all claims, actions, demands, damages, losses, costs, expenses and/or liabilities of any kind or nature (including without limitation attorneys' fees and expenses) arising out of or in connection with breach or alleged breach of any representation, warranty, license or undertaking Participant has made herein. Participant further agrees not to hold Company, or anyone who receives permission from it, responsible for any claim or liability resulting from the use of

Materials, including, but not limited to, claims in the nature of copyright infringement, defamation, disparagement, slander, false light, invasion of privacy or publicity or the like. Participant understands that Company may proceed with the production and exploitation of the Materials in reliance upon and induced by Participant's signing this release, and Participant hereby acknowledges that he/she has no right to inspect or approve any or all of the Appearance or other materials produced in connection with this release.

Participant acknowledges that in the course of providing services, Participant may be exposed to certain confidential information and trade secrets of Company (the "Disclosing Party"), the disclosure of which could be harmful to the Disclosing Party. Such confidential information includes, but is not limited to, any non-public information relating to (a) the Disclosing Party's products or services; and (b) the Disclosing Party's marketing and advertising plans. Notwithstanding anything to the contrary, Participant agrees that Participant will retain all such confidential information in confidence and will not disclose any portion of it to any third party.

Participant's sole and exclusive remedy for any breach of this release or any term hereof will be an action at law for damages, and Participant agrees to irrevocably waive any and all right to enjoin or restrain the production, distribution or other exploitation of the Materials, any elements thereof, rights therein, and/or otherwise to seek or obtain equitable or injunctive relief. The grant of rights, representations, warranties and indemnities herein will survive the expiration or other termination of this release.

This release shall be governed by the laws of the State of California applicable to contracts executed and to be fully performed therein. Any action to enforce this agreement shall be brought exclusively in the state or federal courts located or having jurisdiction in San Francisco County, California, and the parties irrevocably submit to the jurisdiction of such courts and agree to waive any objection that such courts are an inconvenient forum for the resolution of such action. Facsimile or electronic signatures (e.g., PDF, etc.) will be deemed originals. This release sets forth the entire understanding of the parties and supersedes all prior discussion and understandings, oral or otherwise, between the parties with respect to the subject matter hereof and cannot be modified except in a writing signed by both parties. If any provision herein is deemed invalid or unenforceable in whole or in part then the invalidity or unenforceability of such provision shall not affect any other provision hereof or the remainder of any affected provision which shall remain in full force and effect.

SIGNATURE OF PARTICIPANT

____/____/____
DATE