

Photo Release and Consent to Use



In consideration of me being given an entry into the Photo Contest (the "contest") being sponsored by The Arthritis Society ("sponsor") for which this photograph (the "photograph") I am submitting is being submitted as part of the entry process, I agree as follows:

1.1 If I am the photographer, I grant the sponsor the right to use the photograph in perpetuity for all of the sponsor's purposes including as part of the contest for which it has been submitted as an entry, on the sponsor's website, in any App that sponsor chooses to use it in conjunction with, in any of sponsor's advertising and promotion and on social media websites (such as Facebook/Flickr/Tumblr/Twitter, including sharing within those communities).

If I am not the photographer, I represent and warrant that I have received from the photographer consent for me to submit and upload the photograph into the contest and for the sponsor to use the photograph as stated in the previous sentence and elsewhere in this release.

2. If the photograph contains the image of any identifiable person, I state that I have obtained prior to uploading it the consent of such individual(s) to appear therein and for it to be submitted and then used in this contest for all purposes as stated in this release. If any such persons are less than 18 years of age, I state that I have obtained the consent of their parent or legal guardian in that regard. Without limiting the generality of the foregoing, I state that these consents include a consent to upload it as part of the contest, for it to be used as stated in this release, for it to be shared (as that term is understood within the Facebook/Flickr/Tumblr/Twitter or similar communities), and for it to appear in any promotional advertising of the contest Sponsor including on the contest Sponsor's website. If the photograph contains the image of any property, I state that I have obtained the consent of the property owner to use the image of their property for all purposes as stated in this release.

3. I agree that the sponsor shall own all works (and I hereby assign to the Agency any copyright that I might own in such works) using the photograph and I hereby waive all moral rights that I may have in any work that uses the photograph or that is created pursuant to this Release and that I have obtained such rights/waiver from any identifiable person appearing in photograph and/or from any property owner whose property appears in the photograph. If I am not the photographer, I represent and warrant that I have obtained such rights/waiver from the photographer.

4. I expressly release the sponsor from and against any and all claims which I may have in relation to the photograph and the use thereof for all the purposes stated in this release and I agree to indemnify the sponsor for any liability incurred for any damages or cause of action that any third party may have relating to the photograph and the use of it by the sponsor including in relation to any invasion of privacy, defamation, appropriation of personality.

5. I agree that for the rights being granted by me in this Release I will receive no payment of money or residuals and that I have obtained the agreement of any other rights holders in the photograph (such as a person whose image appears in the photograph or the owner of property whose property appears in the photograph) that they will not receive any payment of money or residuals for the rights I have stated above that they have agreed to and/or granted.

6. The terms of this Agreement shall apply to and be binding on me and my heirs, executors, administrators, personal representatives, successors and assigns.