

PARTICIPANT TALENT CONSENT, LIABILITY AND RELEASE AGREEMENT

The Greater Seattle Chamber of Commerce ("GSCC") ran a contest in 2010 called the "It's Time for Business with Office 2010 Video Contest" (the "Contest").

I, _____, on behalf of _____, its officers, directors, members, managers, proprietors, principals and/or partners, as the case may be (the "Business"), have submitted a video/film for the Contest. I represent and warrant that I am authorized to make agreements, covenants, representations and warranties on behalf of the Business, and that the Business will remain liable for any breach of these representations and warranties or other failure to comply with this Participant Talent Consent, Liability and Release Agreement (the "Consent and Release") or the rules of the Contest.

I REPRESENT AND WARRANT THAT I AND EACH PERSON IN THE SUBMISSION IS 19 YEARS OF AGE OR OLDER AS OF THE DATE OF THIS AGREEMENT; OR, IF NOT, I REPRESENT I AM EITHER (i) THE INDIVIDUAL'S NATURAL GUARDIAN AND HEREBY ASSENT TO AND AUTHORIZE THE MINOR INDIVIDUAL TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS, OR (ii) IF I AM NOT THE MINOR'S NATURAL GUARDIAN, I WILL OBTAIN AND PROVIDE GSCC WITH THE GUARDIAN'S WRITTEN CONSENT.

I understand that each of GSCC and Microsoft desires to use the Publicity Rights (defined below) for a period of three (3) years to advertise, promote, distribute market and sell the Contest, and various products and services of GSCC and Microsoft, as the case may be. The Business has agreed to certain ownership provisions and to grant certain rights in this regard. This Consent and Release Agreement confirms the agreement to these ownership provisions, the grant of rights and the terms and conditions governing the receipt and use of a prize (if any). I understand that each of GSCC and Microsoft is relying on this Consent and Release and would not have allowed the Business to enter the Contest, to receive a prize (if it is a prize winner) "but for" the Business's agreement to the terms and conditions herein and identified in the Contest rules.

For good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged, the Business hereby agrees as follows:

1. **The Submission.**

(a) The Business represents and warrants that: The Submission and all elements contained therein ("Content") are original, and it has obtained in writing all rights necessary to comply with the official rules of this Contest and this Consent and Release. The Content does not infringe or violate any copyright, trademark, publicity right, or any other right of any third party; the Business has read the official rules, is fully familiar with them and meets all of the requirements and qualifications for the Contest.

(b) The Submission becomes, is and shall under all circumstances remain the property of GSCC and Microsoft. The Content shall be, to the maximum extent eligible, a "work made for hire," under the U.S. Copyright Act, as amended. If the Submission or the Content is otherwise deemed not to be a "work made for hire," the Business hereby unconditionally and irrevocably transfer to GSCC and Microsoft all right, title, and interest in the Content in any and all media whether now known or hereafter devised, in perpetuity, wherever produced or located, including the right to use, copy, distribute, perform, display and to create derivative works of the Content for advertising, trade, other commercial purposes or any other purpose.

(c) The Business shall indemnify, and hold GSCC, Microsoft and its respective officers, directors, employees, contractors, agents and representatives ("Indemnitees") harmless from and against any third party claim (including reasonably attorneys' fees and costs) arising from any use of the Content. The Business hereby waives (i) any right to publicity, privacy or moral rights relating to the Content or participation in this Contest, and (ii) any right to inspect or approve uses of the Content or to be compensated for any such uses. To the extent these rights may not be waived legally, the Business hereby agrees not to assert them against GSCC or Microsoft, or any third party authorized by GSCC or Microsoft, as the case may be, to utilize them.

2. **Grant of Rights and Availability.** The Business grants to GSCC, Microsoft and its respective employees, agents, representatives, contractors, successors, and assigns (the "Companies"), for a period of three (3) years from the date the Business executes this Consent and Release, the perpetual, irrevocable, fully paid, royalty-free, universal and unconditional right to: (a) use, simulate, portray, publish, copy, distribute, perform, display and generally exploit my identity, the Business's name, fictional names (if any), and voice, signature, photograph, words, image, personality or other likeness of any person appearing in the audio, visual or both audio and visual portions of the Submission ("Publicity Rights"); and (b) copy, distribute, perform, display and create derivative works from any copyright protected works or materials developed or created by or for the Companies based in whole or in part on, or arising from or related to the Publicity Rights,

for advertising, distribution, marketing, promotion, publicity, sales or any other lawful commercial or noncommercial purpose for the Contest or for any GSCC or Microsoft products or services, in any form or manner, in whole or in part, in any electronic or non-electronic medium now known or later devised. The Business and those appearing in the audio, visual or both audio and visual portions of the Submission shall be available as needed for audio, visual, photography, recording, live or any other type of session or event for purposes of allowing Companies to create derivative or any other types of works based on the Publicity Rights.

Companies may, at its or their sole discretion, give an authorized person at the Business an opportunity to review and comment on any works or materials it creates which utilize material portions of the Publicity Rights, however, the Business hereby waives any right to inspect or approve any works or materials of the Companies utilizing the Publicity Rights, any accompanying written copy or printed matter, or the use to which it is applied. I understand and agree that the Publicity Rights, and works or materials containing or based on them may be used without any restriction as to changes or alterations, and may be modified, used in derivative works, distorted, included in composites, or otherwise used in unexpected contexts, manners, or forms, or may not be used at all.

GSCC and/or Microsoft shall pay no compensation for its or their use of the Publicity Rights hereunder and the Business understands and agrees that this free grant of rights and the availability of persons appearing in the Submission is a material part of this Consent and Release.

3. **No Warranties, Disclaimer, Limitations on Liability.**

IF YOU ARE A PRIZE WINNER, PRIZES ARE PROVIDED ON AN "AS-IS, WHERE-IS" BASIS. THE COMPANIES HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIS CONSENT AND RELEASE ANY PRIZES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY IMPLIED INDEMNITIES.

THE COMPANIES WILL NOT BE LIABLE FOR ANY LIABILITY OR DAMAGES OF ANY KIND RELATING TO THE USE OF ANY PRIZES, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, COMPENSATORY, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OTHER LOSSES OF OR DAMAGE TO PROPERTY, EVEN IF EITHER OR BOTH OF THE COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGES IN ADVANCE.

4. **Tax Liability and Indemnity.** By accepting any prize and agreeing to this Consent and Release, the Business agrees that no prize may be swapped, bartered or redeemed for other value, and that the Business remains solely responsible for and shall pay any and all local, state, federal, foreign or other taxes, fees, duties, or other assessments resulting therefrom. The Business will indemnify and hold each of the Companies harmless from any charges, costs, expenses, damages, liabilities, payments or penalties arising from or relating to such taxes, fees, duties or other assessments (including without limitation any reasonable attorneys fees and costs incurred by the Companies therefor).

5. **Release.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, I AND MY FAMILY HEREBY RELEASE COMPANY AND ANY OF ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENCIES (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY LIABILITY WHATSOEVER, AND WAIVE ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE CONTEST OR ACCEPTANCE, POSSESSION, USE AND/OR MISUSE OF THE GRAND PRIZE (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES, AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL) WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY, CONTRIBUTION, OR ANY OTHER THEORY.

THE BUSINESS HEREBY FULLY AND FOREVER RELEASES, DISCHARGES, AND HOLDS HARMLESS EACH OF THE COMPANIES FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT THE BUSINESS MAY NOW OR IN THE FUTURE HAVE FOR ANY USAGE OR ADAPTATION OF THE SUBMISSION AND PUBLICITY RIGHTS OR PORTIONS THEREOF, OR WORKS OR MATERIALS DERIVED THEREFROM, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LIBEL, DEFAMATION, INVASION OF PRIVACY OR RIGHTS OF PUBLICITY, INFRINGEMENT OR VIOLATION OF MORAL RIGHTS OR ANY OTHER RIGHT ARISING OUT OF OR RELATING TO ANY UTILIZATION OF THE PUBLICITY RIGHTS, INCLUDING BY VIRTUE OF ANY BLURRING, DISTORTION, ALTERATION, OPTICAL ILLUSION, OR USE IN COMPOSITE FORM, WHETHER INTENTIONAL OR OTHERWISE, OR BASED UPON ANY FAILURE OR OMISSION TO MAKE USE THEREOF. TO THE EXTENT MORAL RIGHTS MAY NOT LAWFULLY BE WAIVED, THE BUSINESS HEREBY AGREES NOT TO DIRECTLY OR INDIRECTLY BRING ANY ACTIONS OR CLAIMS AGAINST THE COMPANIES THEREFOR.

6. **Representations and Warranties.** I represent and warrant that I have the requisite corporate and company power, capacity and authority to accept a prize, if any, on behalf of the Business, and to assign, convey and transfer, on behalf of the Business and those appearing in the Submission, the Submission to GSCC and Microsoft, to grant the rights to the Companies herein granted, that this Consent and Release has been duly executed and delivered and constitutes a legal and binding obligation enforceable in accordance with its terms, and that the acceptance of a prize, if any, and/or the grants of rights or any portions thereof will not result in any violation of any law, statute, decree, rule or regulation, or any document, to which the Business may have been or is subject, will not conflict with, nor violate or cause a dispute to arise with respect to any similar grants of rights agreements the Business has made or will make with any third parties.

7. **Remedies.** No breach of this Consent and Release shall entitle the Business or any third party to terminate or rescind the rights granted to the GSCC, Microsoft or the Companies herein. The Business hereby waives the right, in the event of any such breach,

to equitable relief or to enjoin, restrain, or interfere with the production, distribution, exploitation, or use of any of the Publicity Rights or any works or materials embodying them.

8. **Entire Agreement.** This Consent and Release expresses the entire understanding between the Companies and the Business, and supersedes all prior agreements and discussions between us with respect to the Publicity Rights. No verbal understandings or agreements have been made with regard to the subject matter of this Consent and Release, and in granting the rights herein, neither I nor the Business have been coerced or induced to do so by any representations or assurances by the Companies, its agents or representatives.

9. **General.** This Consent and Release may be amended only by written instrument signed by the Companies and the Business. The provisions hereof shall be binding upon me and my heirs, representatives, executors, administrators, and successors. Company may, at its sole discretion and option, assign or transfer all or portions of this Consent and Release. Each provision of this Consent and Release shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. No failure or delay by the Companies in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The fact that one party or the other may have drafted all or portions of this Agreement shall have no bearing on its interpretation or construction.

10. **Governing Law.** The laws of the State of Washington will govern this Consent and Release, without regard to choice of law principles. Actions or claims of any type related to this Consent and Release shall be brought in the appropriate court in King County, State of Washington, USA, and the parties hereby waive any objection to and submit to the venue and jurisdiction of such courts.

THE BUSINESS FURTHER COVENANTS, REPRESENTS, AGREES AND ACKNOWLEDGES THAT THE PROVISIONS CONTAINED HEREIN REPRESENT AN AGREED ALLOCATION OF RISKS WHICH THE COMPANIES ARE RELYING UPON; THAT THIS CONSENT AND RELEASE HAS BEEN SIGNED VOLUNTARILY AND OF MY/THE BUSINESS'S FREE WILL; AND THAT THE BUSINESS HAS HAD AMPLE OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY, ACCOUNTANT OR OTHER PROFESSIONAL(S) REGARDING THE TERMS AND CONDITIONS OF THIS CONSENT AND RELEASE.

Agreed and Accepted by _____
(Name of the Business)

Signature: _____
(Authorized Signer for the Business)

Its: _____

Address: _____

Phone Number: _____

Date: _____