

## Case Study Submission Terms & Conditions

- 1) Agree to appear in photographic, visual and/or audio recordings which can be used in Promotion which may be published by the Producer, its representatives, Producer's agents, successors, assigns and designers.
- 2) Give permission for my Appearance to be used in Promotion which may be published by the Producer, Producer's agents, successors, assigns and designers in any number of versions.
- 3) Give permission to the Producer, Producer's agents, successors, assigns and designers to edit my Appearance such as the Producer may desire and incorporate and Use such Appearance in the Promotion.
- 4) Agree that the Producer may Use, and authorise others to Use, the Appearance, any portions thereof and any Promotion in all markets, manner, formats and media, whether now known or hereafter developed, throughout the world, in perpetuity.
- 5) Agree that the Producer shall retain final editorial, artistic, and technical control of the Appearance and that the Promotion does not need to be submitted to me for approval.
- 6) Acknowledge that the Producer may Use the Appearance from time to time and for such period as the Producer deems appropriate.
- 7) Agree that any Use by the Producer of my Appearance will be without payment to me now or in the future and does not require any further consent from me.
- 8) Acknowledge that all intellectual property (including copyright) and any other rights, title and interest to or in the Appearance and the Promotion (and any recording and related materials, to be used and disposed of) will be owned, without limitation, by the Producer. To the extent necessary, I hereby assign all existing and future rights in the Appearance to the Producer.
- 9) Waive all personal rights and objections to, including the right to inspect, any Use, which will be made of my Appearance by the Producer. I waive, release and forever discharge the Producer and all persons acting under the Producer's permission or authority from all claims, actions and liability relating to Use of the said Appearance or Promotion, including in respect to invasion of privacy, defamation or any other cause of action arising out of the Promotion.
- 10) Acknowledge that images of my Appearance may be transferred outside Australia and stored and processed overseas.
- 11) Confirm that this authority does not create an employment agreement between me and the Producer.
- 12) Confirm that I am free to enter into this authority and to appear in the Promotion.
- 13) Definitions:
  - a) **Appearance** means my name, likeness, image, voice, interview and performance and any visual and/or sound or audio recordings of me and all attributes of my personality and/or performance;
  - b) **Producer** means Middendorp Electric Co. Pty Ltd or any related entity;
  - c) **Promotion** means advertisements, documents, corporate campaigns, publicity, print, videos and other promotional material, including Social Media (whether or not accompanied by any narration or dialogue); and
  - d) **Use** means lawful use and includes the exclusive and perpetual right of the Producer in any jurisdiction worldwide to:
    - (i) Use, copy, adapt and or/exploit;
    - (ii) Mix, edit, duplicate, or re-use, or create derivative works;
    - (iii) Assign, license or sub-license;
    - (iv) Publicise and/or market; and
    - (v) Exhibit and/or perform and/or distribute by any present or future media, for profit or otherwise.