

Tongal Talent Release –Macy’s VCN Program – Phase 2

IMPORTANT: This form must be filled out and signed prior to filming. Please make sure you complete all applicable sections below. Failure to do so may lead to a delay in payment.

Sponsor: Macy’s

Production Title:

Producer:

Tongal Project: Macy’s VCN Program – Phase 2

For good and valuable consideration, including the possibility of publicity, the receipt and sufficiency of which I acknowledge, I grant to Producer as listed above and to his/her/its licensees, assigns, including Tongal, Inc. (“**Tongal**”) and its, licensees, sublicensees, assigns, parents, affiliates, subsidiaries, customers, and successors-in-interest (individually and collectively the “**Producer**”), the irrevocable, perpetual, throughout the universe, fully-paid, royalty-free, right to photograph, film, videotape or otherwise record my performance, including my voice, and to use my name (or a fictitious name), and biographical data in any manner it desires and the results and proceeds thereof (the “**Performance**”) and to exploit the same in any medium or format now known or devised in the future (including, without limitation, audio streaming, digital and/or terrestrial radio, publishing, animation, artwork, film, television, videocassettes, video disks, interactive devices, and Internet and on-line platforms), related to the development, production, public display, public performance, distribution, and/or exploitation of the Production Title identified above (the “**Production**”), or any derivative works thereof, and in connection with related merchandising, advertising, promotion and/or any other lawful commercial and/or non-commercial purpose whatsoever. My services in connection with the Production are performed as a work-for-hire and I irrevocably waive all my so-called moral rights or similar law in any country of the world, and agree not to institute, support, maintain, or permit any action or lawsuit on the grounds that any use of my performance in any way constitutes an infringement of moral rights. I expressly understand and agree that any such derivative work, photograph, film, tape or other recording of my Performance, including any provided by me to Producer (e.g., pre-existing content), or any reproductions or modifications, shall be Producer’s sole and absolute property for any and all purposes whatsoever and Producer, including, without limitation, Tongal and any of its subsequent assigns, including Sponsor (as hereinafter defined) shall have the unlimited right throughout the universe to copyright and exploit said material or any part thereof in any manner they desire in connection with the Production, it being understood that the Production or any derivative works thereof may contain factual and/or fictional scenes, action and dialogue. Additionally, I acknowledge that Producer and any of its subsequent assigns, including Sponsor has the right to change, modify, edit, add to, delete, transform, combine with other material or manipulate my performance, name, likeness, movements, voice and sound effects in connection with its exercise of its rights.

I agree that Producer shall have sole discretion in determining the extent and manner of use of my Performance, name or likeness and is not obligated in any way to use my Performance, name or any portion in any medium.

I represent, warrant, and covenant that (a) I have the right and authority to grant Producer all of the rights granted by this release, I own all rights, including copyrights, and have obtained any and all necessary consents and approvals from third parties, in all materials I have provided – including pre-existing content and materials created specifically for the Production, and that Producer may exercise such rights without liability or obligation to third parties; and (b) I have not been harmed or injured in any way as a result of the Production. I further agree that if by reason of the exercise of any of the rights granted in this release, there is any claim or litigation involving any charge by a third person for violation or infringement of their rights, I will hold Producer and Sponsor (as hereinafter defined) harmless from and against liability and will indemnify them against any and all losses or expenses (including reasonable attorneys’ fees and costs) arising from such claims or litigation. I agree that I will not assert or maintain against Producer, Sponsor or any of Producer’s (or Sponsor’s) respective officers, directors, managers, equity holders, agents and employees, any claim, action, suit or demand of any kind or nature whatsoever, in connection with the rights granted to Producer and I irrevocably waive any and all rights to seek or obtain any injunctive or other equitable relief. I further acknowledge and agree that any breach by me of this release will cause irreparable harm, and that Producer shall be entitled to injunctive or other equitable relief in addition to all other remedies available at law or in equity, in any court of competent jurisdiction (without obligation to post any bond or surety). This release and the rights granted may be freely sublicensed and/or assigned (in full or in part) by Producer, including its successors, assigns and licensees.

I acknowledge that Tongal is not a party to any applicable union or guild contract, including, without limitation, the SAG-AFTRA or ACTRA Commercials Contract (any of the foregoing, a “**Guild Contract**”), and that the sponsor (“**Sponsor**”) of the contest being administered by Tongal for which the Production has been or is to be submitted by Producer to Tongal may not be a party to any Guild Contracts. I acknowledge and agree that the Production will not be a guild production (including, without limitation, a SAG-AFTRA or ACTRA production) unless the Sponsor so elects. I agree that if any of my Performance in any form as incorporated in the Production, is used in any production that becomes subject to a Guild Contract, at the request of the Sponsor, I will sign such standard contract and accept the applicable minimum amount of compensation due to me pursuant to such Guild Contract, including unlimited edits.

This talent release shall be binding upon my heirs, executors, administrators, successors and assigns. I certify and represent that I have read and fully understand the meaning and effect of this release and am signing this voluntarily. This release shall be governed by the laws of the State of California and the parties consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California (without regard to the conflict of laws provisions). This release constitutes the entire understanding of the parties and supersedes all prior or contemporaneous understandings between the parties. Any modifications must be in writing and signed by the parties. A fax, photocopy, or photograph, if legible, of this document shall be deemed an original for all purposes.

Please complete all applicable sections below.

By signing below, I certify that I am age eighteen (18) or older.

Signature: _____ **Date:** _____

Print Name: _____ **Role:** _____

Phone: _____ **Email:** _____

Address: _____

IF TALENT IS UNDER EIGHTEEN (18) YEARS OF AGE (OR UNDER NINETEEN (19) YEARS OF AGE IN **ALABAMA** OR **NEBRASKA** OR UNDER TWENTY-ONE (21) YEARS OF AGE IN **MISSISSIPPI**), THE FOLLOWING MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN:

I am the (father) (mother) (duly appointed guardian) of the above person, and I consent to, join in and approve the this authorization, will ensure that my minor child honors his/her obligations and will indemnify and hold Producer and their licensees, sublicensee, parents, affiliates, subsidiaries, customers, successors and assigns, and their officers, directors, employees and contractors harmless against any claims or damages related in any way to the rights granted above, my child’s performance or obligations hereof, any breach of the above representations, warranties and agreements or any attempt to disaffirm the foregoing.

Parent/Guardian: _____ **Signature:** _____ **Date:** _____

Phone: _____ **Email:** _____