

CONSENT AND RELEASE

BY CLICKING “I AGREE TO THE TERMS & CONDITIONS” OR REPLYING BACK #YESMOCATORONTO ON INSTAGRAM, TWITTER OR FACEBOOK, I CONFIRM THAT (1) I AM 18 YEARS OF AGE OR OLDER; (2) I AM LEGALLY ENTITLED TO ENTER INTO THIS CONSENT AND RELEASE ON MY OWN BEHALF; (3) I HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONSENT AND RELEASE; AND (4) IT IS MY INTENTION, AMONG OTHER THINGS, TO ENTER INTO AN AGREEMENT TO WAIVE MY RIGHTS WITH RESPECT TO THE USE OF MY CONTENT (AS DEFINED BELOW), INCLUDING MY RIGHT TO SUE.

Museum of Contemporary Art Toronto wishes to use one or more photographs and/or videos that I have publicly posted to one or more of my social media accounts, including Instagram, Facebook and Twitter, and that have been presented to me together with this Consent and Release through the online rights management platform operated by CrowdRiff Inc. (“**CrowdRiff**”).

Museum of Contemporary Art Toronto may also wish to use any accompanying comments and other media that I or others have posted or may post in connection with those photographs and/or videos. Those photographs, videos, and accompanying comments and other media are collectively referred to in this Consent and Release as “**My Content**”.

My Content may include personally identifiable information with respect to me and/or third parties (collectively, “**Personal Information**”), including names, usernames, and likenesses. Images and video will be credited to myself. For content containing people, permission by them to be used in my content has been fully granted.

I wish to grant a license to Museum of Contemporary Art Toronto to use my content and wish to consent to Museum of Contemporary Art Toronto collecting, storing, using and disclosing the Personal Information, each on the terms and conditions of this Consent and Release.

Now therefore, I hereby agree with Museum of Contemporary Art Toronto as follows:

Consideration. I am entering into this Consent and Release in exchange for the opportunity for me to participate in Museum of Contemporary Art Toronto’s marketing-related initiatives and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge.

License. I hereby grant to Museum of Contemporary Art Toronto a worldwide, transferable, non-exclusive, perpetual, irrevocable, royalty-free license to use, reproduce, publish, distribute and communicate My Content, in whole or in part, in all forms, media and technologies both present and future, including by way of the Internet, Museum of Contemporary Art Toronto’s online channels (Facebook, Twitter, Instagram, Pinterest, YouTube, sponsored and/or promoted social media posts, consumer websites, email marketing and other digital channels) and broadcast, print and outdoor media. Museum of Contemporary Art Toronto may assign or license any or all of the above rights to its service providers and affiliates (together with Museum of Contemporary Art Toronto, the “**Museum of Contemporary Art Toronto Parties**”).

Consent re: Personal Information. I hereby consent to the Museum of Contemporary Art Toronto Parties (a) collecting, storing, using, and disclosing the Personal Information for the purpose of exercising the license rights granted above and in any manner reasonably necessary

in connection with the exercise of such rights, and (b) storing the Personal Information inside and/or outside of Canada. I understand that the Personal Information may be disclosed to and/or accessed by the general public inside and/or outside of Canada. I represent and warrant that where the Personal Information relates to third parties, I have obtained the foregoing consents from all such parties and that such third party consents will not be withdrawn.

I acknowledge that any withdrawal of the consents granted herein with respect to Personal Information would frustrate my legal obligation to allow the Museum of Contemporary Art Toronto Parties to exercise the license granted herein.

Privacy Laws. Museum of Contemporary Art Toronto will collect, store, use and disclose my Personal Information in accordance with the *Personal Information Protection Act* (Ontario) and Museum of Contemporary Art Toronto's privacy policy, each as amended or replaced from time to time.

Representations and Warranties. I represent and warrant to the Museum of Contemporary Art Toronto Parties that: (a) I am the sole owner of My Content and am entitled to grant the rights described in this Consent and Release to the Museum of Contemporary Art Toronto Parties, or I have obtained from the rightful owner(s) all necessary rights, permissions and licenses to grant the rights described herein to the Museum of Contemporary Art Toronto Parties; and (b) that the rights granted herein do not and will not conflict with any rights I have granted or may grant to third parties.

Moral Rights. I hereby waive in favour of the Museum of Contemporary Art Toronto Parties all "moral rights", as described in the *Copyright Act* (Canada), that I may have in My Content. I have no right to pre-approve any use of My Content by the Museum of Contemporary Art Toronto Parties. The Museum of Contemporary Art Toronto Parties may modify My Content or combine it with other content in their sole discretion.

Royalties. Unless otherwise agreed in a formal written agreement executed by Museum of Contemporary Art Toronto and except for the consideration expressly provided for herein, I am not entitled to any fees, royalties or other compensation (financial or otherwise) for any use of My Content by the Museum of Contemporary Art Toronto Parties.

Waiver and Indemnity. I hereby irrevocably waive my rights to, and release and hold harmless the Museum of Contemporary Art Toronto Parties from, any and all claims I may have against the Museum of Contemporary Art Toronto Parties by reason of any fact or matter in any way relating to their use of My Content. I further agree to fully indemnify the Museum of Contemporary Art Toronto Parties against all claims, expenses, costs (including legal fees on a full indemnity / solicitor-and-own-client basis) and damages arising directly or indirectly in connection with any breach of this Consent and Release by me (including of any representations and warranties herein) and/or any third party claims relating to My Content or the Museum of Contemporary Art Toronto Parties' use of same (including with respect to such third party's personal information and/or the infringement of any intellectual property or other proprietary rights).

Records. In the event of a dispute as to whether certain photos, videos, comments or other media form part of My Content for which the rights and consents are granted hereunder, the records of Museum of Contemporary Art Toronto and/or CrowdRiff will constitute *prima facie* proof as to the inclusion of such photos, videos, comments or other media in My Content.

General Terms. In this Consent and Release, the term “including” means “including without limitation”. This Consent and Release forms the entire agreement between the parties relating to its subject matter. If any provision of this Consent and Release is determined to be invalid or unenforceable in whole or in part, such invalidity or un-enforceability attaches only to such provision or part thereof, as applicable, and everything else in this Consent and Release continues in full force and effect. This Consent and Release is binding on and ensures to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns. I will, at any time and from time to time, upon each reasonable request of the Museum of Contemporary Art Toronto Parties, execute and deliver such further documents and do such further acts and things at my expense as the Museum of Contemporary Art Toronto Parties may reasonably request to evidence, carry out and give full effect to the terms, conditions and intend of this Consent and Release. This Consent and Release will be governed by the laws of Ontario and any applicable laws of Canada. The courts of Ontario will have exclusive jurisdiction over any dispute arising from or relating to this Consent and Release or its subject matter.

Retraction. I have the option to retract this consent at any time at the discretion of the Museum of Contemporary Art Toronto. All of My Content that has been printed or published may remain and retraction will only affect future publications and uses.