

TEDX PHOTOGRAPHER RELEASE

Please complete this form, make copies for your records and fax/email to your TEDx[___] contact: [___]

______, a professional photography studio, will be photographing the TEDx_____ event to be held [Date, Year] (the "Event"). TEDx_____ is operated under license of TED Conferences LLC ("TED"). Beyond the Event, the goal of both TED and TEDx ____, is to spread great ideas, by making the Event's presentations and related assets freely and widely available to a global audience.

This release (the "Release") will serve as our agreement concerning your participation at the Event. In support of the goal of "ideas worth spreading," you grant TED and other entities — e.g., broadcasters — as TED may designate from time to time (collectively, the "TED Parties") the right to distribute, broadcast, edit, or otherwise disseminate your Photography (the "Photography") from the Event without any further approval from you, in whole or in part, throughout the world, in perpetuity, in any and all media now known or hereafter developed. This grant to the TED Parties includes, but is not limited to, the right to use the Photography either alone or together with supporting materials, such as video or supporting information (collectively, "Supporting Materials").

Examples of permitted uses of the Photography include displaying the photographs as Thumbnails on the TEDxTalks website, tedxtalks.ted.com, or on TED's website, TED.com; utilizing the Photography on TED Parties' websites or print publications; and featuring the Photography in graphics for TED content on DVDs, mobile phones, films, and other video distribution channels, such as iTunes.

TED encourages fair use. Accordingly, your Photography will be distributed on platforms such as but not limited to Flickr under a "Creative Commons" license which allows each distributed Photograph to be re-published in non-commercial, non-derivative works, as long as appropriate credit is given and the Photography is not edited or distorted. By signing this Release, you acknowledge and agree that you do not object to the distribution of the Photography by the TED Parties under a Creative Commons license.

In addition, you understand and agree that: (i) TEDx__ and TED aren't obligated to use the Photography in any way; and (ii) you may not revoke the rights granted in this Release.

You affirm that: (i) you have the full power and authority to grant the rights and releases set forth in this Release; (ii) you are the sole photographer of the Photography; (iii) you own all rights to the Photography, including, but not limited to, all copyrights and



trademark rights; and (iv) use of the Photography as permitted by this Release will not violate the rights of any third party.

If any third party claims that the use of the Photography violates its rights, you agree to cooperate fully with <u>TEDx</u> and TED to defend against or otherwise respond to such claim.

This Release contains the entire understanding between you and <u>TEDx____</u> regarding the Photography and may not be modified except in a writing signed by both of us.

Name (Signed)

Name (Printed)

Date

For people under the age of 18, a parent or guardian's name and signature:

Parent/Guardian Name (Signed)

Parent/Guardian Name (Printed)

Date

This Release shall be exclusively governed by New York law without regard to choice-of-law principles. Any dispute concerning the Photography, or arising out of or relating to this Release, shall be resolved in the courts of the State of New York.

PLEASE SIGN, DATE & EMAIL/FAX to your TEDx[] contact at: []