

## CONTENT SUBMISSION RELEASE FORM

By submitting any videos, photographs, recordings or written materials (such videos, photographs, recordings, and written material are individually and collectively hereinafter referred to as the “**Materials**”) to This Is Hit, Inc. d/b/a BBR Music Group (“**Company**”) hereunder, you hereby agree that, after reading this Content Submission Release Form completely and carefully, you understand and agree to all of the terms and conditions set forth in this release agreement.

1. **GRANT OF RIGHTS.** In consideration of Company accepting your Materials and considering them for potential use, inclusion and/or display in, or in connection with, social media posts, advertisements, and/or video content, including music video content (collectively, the “**Content**”) to be created for promotional, advertising and exploitation purposes in connection with the recording artist professionally known as “Elvie Shane” (“**Artist**”), you hereby grant to Company and Artist the irrevocable, sub-licensable and transferable right and license to display, reproduce, perform, edit, modify, transmit, publish, distribute, use and/or otherwise exploit the Materials created, uploaded, posted or sent by you to Company, for any purpose whatsoever, in any and all media, whether now known or hereafter devised, and in all forms throughout the universe in perpetuity, without compensation, residual obligations, reservation or limitation, or further approval. The rights herein granted to Company shall include the right to combine the Materials with other images, text, graphics, film, audio and audio-visual works; to crop, alter, digitize, change, adapt or modify the Materials in Company’s sole discretion; to depict and/or portray the Materials to such extent and in such manner as Company in Company’s sole discretion may determine; and to edit and/or to juxtapose the Materials, with any film clips and/or other material for, in, or in connection with the Content or Artist. You acknowledge that any editing of any portions of Materials and/or juxtapositions of film clips and/or other material shall be at Company’s sole discretion. Further, Company shall have the right to distribute, exhibit and otherwise exploit the rights, licenses and privileges herein granted to Company in the above Materials and in any still photographs or other materials derived therefrom, in whole or in part, by any method and in any medium or manner now known or hereafter devised.

2. **WARRANTIES & REPRESENTATIONS.** In granting this release, you understand Company has relied hereon in accepting and exploiting the Materials and will incur substantial expense based upon such reliance. You warrant and represent that you and any individual(s) participating, appearing and/or recognizable in the Materials are at least eighteen (18) years of age as of the date you submitted the Materials, that you have the right and power to enter into this release, and that you understand that Company is under no obligation to use any of the Materials. You further warrant and represent you have obtained all rights, clearances, consents and releases for any individuals, trademarks and locations appearing in the Materials, and that the consent of no other person, firm, corporation, or labor organization is required to enable Company to use the Materials and that such use(s) will not violate the rights of any third parties.

### 3. **WAIVER & RELEASE OF LIABILITY.**

(a) You hereby release, waive, discharge and hold harmless Company and Company’s related companies, designees and licensees, and their respective officers, directors, shareholders, members, agents, employees, attorneys and representatives as well as their heirs, successors and assigns (individually and collectively hereinafter referred to as the “**Releasees**”), and any party deriving rights through or from any of the Releasees, from and against any and all liability of any nature, whether to you or to your conservators, guardians or other legal representatives, assigns, heirs and next of kin or otherwise, for any and all claims, demands, losses or damages arising out of or related to the Materials and/or their use by the Releasees including, without limitation, any injury of any kind which may be sustained by you from participation in, or in connection with, the making or utilization of the above production or by reason of the exercise by Company of any of the rights, licenses and privileges granted to Company hereunder. You understand that this release and waiver includes, but is not limited to, any damages which are caused, or alleged to be caused, in whole or in part by the negligence of the Releasees.

(b) You acknowledge and agree that you have no right, including without limitation, trademark rights, copyright rights, or publicity rights, in or to the Materials or Content, all rights to the Materials belong to Company and/or the Releasees, and you have no further right to any additional consideration, compensation or accounting in connection therewith. You understand and agree that the Materials shall be a "work made for hire," with all rights

therein, including, without limitation, the exclusive copyright, being the property of Company. In the event the Materials are considered not to be a "work made for hire," you irrevocably assign to Company all right, title, and interest in the Materials (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, advertising and promotional purposes, and for potential use in or in connection with the Content or Artist. You hereby waive any right of inspection or approval of any kind or nature, including, without limitation, with respect to the Materials, the Content or any likenesses contained in the Materials and/or the uses to which such Materials may be put, and the right to assert any claims relating thereto. Notwithstanding anything to the contrary herein, you hereby acknowledge and agree that you shall not seek or be entitled to injunctive or equitable relief against Company or any of the Releasees in respect of any breach or threatened breach of this agreement.

4. **INDEMNIFICATION.** You hereby indemnify, defend, release, discharge and agree to hold harmless the Releasees and all persons acting under the permission or authority of the Releasees, from and against any and all claims, liabilities, costs, damages, losses and obligations (including attorneys' fees and legal costs) arising out of or in connection with the use of the Materials and/or any claim, demand or action that is inconsistent with your warranties, representations, and/or covenants set forth herein. You agree to reimburse the Releasees, on demand, for any payment made by the Releasees at any time with respect to any such damage, liability, cost, loss or expense where the foregoing indemnity applies.

5. **PRIVACY POLICY/DATA COLLECTION:** Information provided by you for this Sweepstakes is subject to Company's privacy policy located at: <http://www.bmg.com/us/privacy-policy.html>. Except where prohibited by law, submission of Materials by you constitutes permission for the following: (1) to send future email messages to the email address supplied in the entry; (2) Sponsor to send future emails to the email supplied in the entry; and (3) use of each entrant's name, likeness, city of residence, Company's promotional purposes without further permission or compensation.

6. **VENUE & JURISDICTION.** This agreement has been entered into in the State of Tennessee and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of Tennessee applicable to agreements entered into and performed entirely within the State of Tennessee.

7. **SEVERABILITY.** If any provision of this agreement shall be held void, voidable, invalid or inoperative, no other provision of this agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

You hereby consent that marking that you have read, understand, and agree to this agreement constitutes an electronic signature and consent to abide by the terms of the agreement.