

BY CLICKING “I AGREE TO THE TERMS AND CONDITIONS” I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER AND AM LEGALLY ENTITLED TO ENTER INTO THIS CONSENT AND RELEASE ON MY OWN BEHALF, THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS OF THIS CONSENT AND RELEASE AND THAT IT IS MY INTENTION TO ENTER INTO AN AGREEMENT TO WAIVE MY RIGHTS, INCLUDING MY RIGHT TO SUE, WITH RESPECT TO THE USE OF MY CONTENT (AS DEFINED BELOW).

The City of Solvang (“Solvang USA”) wishes to use, and to allow certain other tourism organizations, including, but not limited to Visit the Santa Ynez Valley (@visitsyv), Discover Buellton (@buelltonca), Solvang Julefest (@SolvangJulefest) and City of Solvang social media pages (@CityofSolvang) (collectively, “Other Organizations”) to use, a photograph and accompanying comments that I have posted to one or more of my Instagram, Facebook and Twitter accounts (collectively, “My Social Media Accounts”) which may include my username, image and/or other personal information (“Personal Information”) and that pursuant to this Consent and Release may be captured from My Social Media Accounts by or on behalf of Solvang USA (“My Content”).

I agree that I am entering into this Consent and Release in exchange for the opportunity for me to participate in Solvang USA’s and Other Organizations’ tourism-related initiatives and that Solvang USA in its sole discretion may, for the sole purpose of allowing My Content to be shared on Solvang USA’s and Other Organizations’ online channels, including Facebook, Twitter, Instagram, Weibo, Flickr, WeChat, Pinterest, YouTube, sponsored and/or promoted social media posts, consumer websites, email marketing and other digital channels, both present and future (collectively “the Purpose”):

- use, reproduce, publish, distribute, broadcast 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 and print advertising and marketing materials; and
- assign or license any or all of the above rights to Solvang USA’s service providers and Other Organizations, and allow Other Organizations to further license any or all such rights to their service providers (all such parties collectively, “Others”).

I understand that my Personal Information is being collected under the *Freedom of Information Act* (United States) for the Purpose and that I can direct any questions regarding the collection of my Personal Information under this Consent and Release to: Public Information Officer, City of Solvang, 1644 Oak Street, Solvang, CA 93463; Email: pio@CityofSolvang.com.

Unless and until I notify Solvang USA otherwise in writing, I consent, effective as of the date I agree to this Consent and Release, for the Purpose, to:

- the storage of my Personal Information, inside or outside of The United States, by Solvang USA and Others;
- access to my Personal Information, inside or outside of The United States, by Solvang USA, Others and the general public; and
- disclosure of my Personal Information, inside or outside of The United States, to Others and the general public.

I confirm that:

- I am the sole owner of My Content, or have obtained from the rightful owner(s) all necessary rights, permissions and licenses to grant to Solvang USA the rights described in this Consent and Release;
- I hereby waive in favour of Solvang USA and Others all “moral rights”, as described in subsection 14.1(1) of the *Copyright Act* (The United States), that I may have in My Content;
- I have no right to pre-approve any use by Solvang USA or Others of My Content, or how my image appears in My Content; and
- unless otherwise agreed by Solvang USA in writing, I am not entitled to any fees, royalties or other compensation (financial or otherwise) for any use of My Content by Solvang USA or Others.

I agree to waive my rights to, and to release and hold harmless Solvang USA and Others from, any and all claims I may have against them by reason of any fact or matter in any way relating to their use of My Content, or otherwise relating to the subject matter of this Consent and Release. I further agree to fully indemnify Solvang USA and Others for all expenses, costs and damages arising from any third-party claim relating to My Content, including with respect to the misuse of Personal Information and/or the infringement of any intellectual property or other proprietary rights. This Consent and Release forms the entire agreement between the parties relating to its subject matter. This Consent and Release will be governed by the laws of California and any applicable laws of The United States. The courts of the State of California will have exclusive jurisdiction over any dispute arising from or relating to this Consent and Release or its subject matter.