

Appearance Release

Name of Entrant and Date of Birth	Name: ("Entrant") Date of Birth:
Entrant's address and contact no.	
Description of contribution	Audio-visual entry for the "How Creative Are You?" Contest (the " Video ")
Name of Disney entity	The Walt Disney (Thailand) Company Limited (" Disney ")
Acceptance of Terms	<p>I, the Entrant, authorise Disney to make use of my appearance in the Video, the nature and the content of which has been fully explained to me, subject to the terms and conditions specified below (the "Release") which I have read and understood.</p> <p>Signature</p>

In consideration of providing Entrant with an opportunity to participate in the Contest, Entrant irrevocably authorises Disney to make use of Entrant's voice and appearance in the Video, subject to the following terms:

1. (**Age**) Entrant is 18 (eighteen) years of age or over and will supply valid identification confirming their age if requested.
2. (**Video**) Entrant agrees to submit the Video to Disney by way of Entry to the Contest, in accordance with the terms of this Release, the Official Rules, Global Terms of Use, Privacy Policy and Disney's reasonable directions.
3. (**Rights**)
 - 3.1 Entrant grants Disney a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit the Video, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with the Disney Services and on third-party sites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to Entrant, with or without attribution, and without the requirement of permission from or payment to Entrant or any other person or entity.
 - 3.2 Entrant represents and warrants that the Video conforms to these terms and that Entrant owns or has the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, the Video in all manners contemplated by these terms. Entrant also agrees not to enforce any moral rights, ancillary rights or similar rights in or to the Video against us or our licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.
4. (**Indemnity**) Entrant shall indemnify and at all times keep Disney fully and effectually indemnified from and against all actions, proceedings, costs (including reasonable legal costs), claims, damages and losses whatsoever suffered or incurred by Disney as a result of any breach or non-performance of this Release or any of Entrant's warranties or undertakings hereunder.
5. (**Assignment**) Disney may assign and/or license the benefit of this Release (wholly or in part) without the consent of Entrant. This Release and the rights granted hereunder are and shall be non-assignable by Entrant or by operation of law, and Entrant shall not assign, mortgage or otherwise encumber the same.
6. (**Further assurance**) Entrant shall do all such acts and execute all such documents as may be necessary or appropriate to carry out the terms of this Release.
7. (**Liability**) Entrant acknowledges that damages are an adequate remedy for any breach of this Release by Disney and in no event shall Entrant have the right to terminate or rescind this Release or Disney's rights hereunder or to seek or obtain, for any reason whatsoever, an injunction or any other form of equitable relief with respect to and/or against Disney or its respective parents, subsidiaries, affiliates, licensees, successors and assigns. The Entrant's sole remedy being an action at law for damages (if any).
8. (**Warranty**) Entrant warrants that it has the full power, capacity and authority to enter into this Release and that the terms of this Release do not in any way conflict with any existing commitment they may have. Entrant represents and warrants to Disney, that it has the full legal capacity to allow Disney to use and exploit the Video in any manner as deemed fit by Disney. Entrant hereby waives all rights of inspection or approval of the Video or the use or non-use of the Video. Entrant acknowledges that Disney and all its representatives and agents, will rely on this permission at substantial cost to them and hereby agree not to assert any claim or right of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder. On Entrant's own behalf, and on behalf of its heirs, next of kin, executors, administrators, successors and assigns, Entrant hereby releases Disney, its directors, employees, from any and all claims, liabilities and damages, of whatsoever nature, arising out of the rights granted hereunder, or the exercise thereof.
9. (**Governing law**) This Release is to be governed by and construed in accordance with the laws of Thailand .
10. (**Severability**) If any part of this Release shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Release shall remain in full force and effect.

Dated at

(place) this ____ day of _____ [month and year]