

KITCHENER RANGERS FAN PHOTO SEARCH TERMS AND CONDITIONS

MARKETING AND PROMOTIONS CONSENT AND RELEASE

You agree to allow the Kitchener Rangers Hockey Club, its subsidiaries, affiliates, and respective agents, employees and officers, and associated advertising and promotion agencies ('Kitchener Rangers') the right to use your name, likeness, image and contents in association with the Kitchener Rangers Fan Photo Search ('Photo Search') and for any commercial, advertising and any promotional purposes at the Kitchener Rangers sole discretion, without any further notification, authorization or compensation from the Kitchener Rangers.

You acknowledge that any photos that contain any of the following may not be uploaded at the sole discretion of the Kitchener Rangers:

- Presence of alcohol, drugs, tobacco;
- Obscenity or profanity;
- Brand names, trademarks, or any other intellectual property, including copyrighted works;
- Images or artwork not created by you;
- The image, likeness, or other identifying information of any person or group which has not given the express permission for the photo to be published in any media;
- Material that is unlawful, in violation of or contrary to the laws or regulations in any province where the photo is created;
- Any other material deemed inappropriate in the Kitchener Rangers sole discretion, including but not limited to material that is indecent, hateful, tortuous, defamatory, slanderous or libelous.

The Kitchener Rangers are under no obligation to post or use any contents submitted and reserves the right to reject and/or remove your photo at any time if, in the Kitchener Rangers sole discretion, it deems the content inappropriate for the Promotion or the photo does not meet technical specifications required in order to be used.

By submitting your photo and contact information, you acknowledge that you have read and agree to be bound by the Official Terms and Conditions of the Kitchener Rangers Fan Photo Search.

OFFICIAL TERMS AND CONDITIONS

Eligibility: In order to participate those placing a submission must be (18) years or older at the time of entry. Or if submitting on behalf of a child that is younger than (18) years, you must be the legal guardian of the child and agree to the marketing and promotions consent and release terms set by the Kitchener Rangers.

Agreement to Official Terms and Conditions: By submitting a photograph, participant indicates his/her full and unconditional agreement to, and acceptance of these Terms and Conditions and Kitchener Rangers decisions for use of the photograph, which are final and binding.

Photograph Search Period: The Kitchener Rangers Fan Photo Search begins March 22, 2018 and ends May 31, 2018.

Selection: Following the completion of the Photograph Search Period, as determined above, the participant's photos that comply with all the Terms and Conditions will be considered for use. The Kitchener Rangers will have sole discretion as to which photographs are selected for use. Not all images will be used.

Use of Likeness : By submitting, each participant grants permission for the Kitchener Rangers to announce his/her name, city, photograph, voice and/or other likeness for advertising, marketing, trade and promotional purposes without compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval.

General Conditions: Kitchener Rangers reserves the right, in its sole discretion, to suspend, modify or terminate the Photo Search at any time. Kitchener Rangers also reserve the right to not use photographs submitted.

Release and Limitations of Liability: By submitting a photograph you allow the Kitchener Rangers a) the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or pictures of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.

b) I also permit the use of any printed material in connection therewith.

c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

d) I hereby release, discharge and agree to save harmless the Kitchener Rangers Hockey Club, its subsidiaries, affiliates, and respective agents, employees and officers, and associated advertising and promotion agencies, legal representatives or assigns, and all persons functioning under the Kitchener Rangers permission or authority, or those for whom Kitchener Rangers are functioning, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

e) I hereby affirm that I am over the age of majority and have the right to contract in my own name. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.