

## **RELEASE FORM**

### **Parties:**

1. Drabant Music AS, VAT number 916 785 453, Akersgata 7, 0158 Oslo, Norway.

On behalf of video contribution to Magne Furuholmen, A-ha and Drabant Music social media sites. This includes Magne Furuholmen, A-ha and Drabant Music Facebook, Instagram, YouTube and websites.

2. You as the Contributor.

### **Terms:**

1. The following definitions shall apply in this agreement:

Contribution means any and all videos submitted via <https://fb.st/magnefuruholmen> for publication to any official Magne Furuholmen, A-ha and Drabant Music social media sites and websites. This includes all sharing of said contribution from other social media users to other social media pages.

2. By submitting your name and email address, you agree to and shall comply with our Standard Terms and the terms of this Release Form.

## STANDARD TERMS

### 1. PAYMENT

The contribution is granted free of charge.

### 2. GRANT OF RIGHTS

2.1 You hereby grant to Drabant Music AS and its licensees, designees, and assigns and each of their respective parents, subsidiary entities, and affiliates (collectively, Released Parties) in any and all media, whether now known or hereafter devised, as they see fit, a non-exclusive, irrevocable, royalty free, worldwide, perpetual licence (and grant all necessary consents) to use and exploit your Contribution.

2.2 You hereby waive and undertake not to assert any and all moral rights (as set out under Chapter 4 of the Copyright, Designs and Patents Act 1988) in and to your Contribution. You shall not be entitled to any credit (including recognition as the photographer) in respect of the submitted Contribution.

2.3 You agree that Drabant Music AS may use all or any part of your Contribution, and may alter or modify it. You further agree that Drabant Music AS may use your Contribution in connection with any marketing, promotion, publicity, advertisement, and/or merchandising for the artists known as "Magne Furuholmen" and "A-ha" including on any of Magne Furuholmen's and A-ha's social media sites. You acknowledge that Drabant Music AS has no obligation to use your Contribution.

### 3. LIABILITY

Drabant Music AS shall not be liable to you for any loss or damage to you or your property caused or suffered in connection with the use of your Contribution.

### 4. WARRANTIES

4.1 You warrant and represent that you are free to enter into and perform this agreement and that you have not misrepresented yourself to Drabant music AS. You have attained the age of 18 and you are free to enter into this agreement or, if you are under the age of 18, you have obtained parental or guardian permission (as documented by the signatures to this Release Form).

4.2 In the event that your Contribution includes personal data, such as photographic images, of other individuals apart from you, you warrant that you have obtained all necessary consents from those other individuals in relation to your Contribution.

4.3 You warrant that your Contribution shall not contain anything which (i) infringes copyright or any other rights of any third party, (ii) breaches any obligation of confidentiality or data privacy, (iii) brings Drabant Music AS and/or Magne Furuholmen and/or A-ha into disrepute, or (iv) is defamatory or unlawful.

### 5. DATA

5.1 Drabant Music AS collects your name and email address as your approval of the Release Form and Standard Terms. Our Company securely stores your name and email address on a secure hard drive and will not be shared with any other parties. We will not use your data in any marketing or remarketing. Our Company will keep your data as long as the contribution is available online. Once this time period has expired, we will delete this data.

5.2 If any video that you submit is published on Drabant Music, Magne Furuholmen or A-ha social media, any special category personal data about you and/or any other individual appearing in that video may be divulged and made available to the public, and you irrevocably authorise us to make public such special category personal data. (For the avoidance of doubt, examples of special category personal data include ethnic origin, health information, political or religious beliefs or sexual orientation).

### 6. INDEMNITY

Contributor shall indemnify Drabant Music AS against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by Drabant Music AS arising out of or in connection with (i) Contributor's exercise of its rights granted under this agreement, (ii) Contributor's breach or negligent performance or non-performance under this agreement, (iii) enforcement of this agreement, or (iv) any third party claim made against Drabant Music AS to the extent that the damage or loss is attributable to the acts or omissions of the Contributor.

### 7. ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties in respect of its subject matter and replaces any previous agreements relating to the subject matter and may be varied only in writing signed by the parties.

### 8. GOVERNING LAW AND JURISDICTION

This agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with laws of NORWAY and the parties agree to submit to the exclusive jurisdiction of the NORWEGIAN courts.