

## Physical Submission of Photographs and Contact Information

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Before physically submitting digital photographs of your property to the BC Film Commission through a CD-ROM, you must enter into the following release and consent contract (the "Release and Consent"). Please read the release and consent contract on the following pages.

If you agree to accept ALL of the terms and conditions in the Release and Consent, please do the following:

- 1) PRINT a copy of this Release and Consent;
- 2) SIGN the Release and Consent;
- 3) Indicate the DATE you signed the Release and Consent;
- 4) Provide your Contact Information, if you so desire, as per the terms of the Release and Consent;
- 5) CHECK "YES, I agree with all the terms and conditions in this Release and Consent"; and
- 6) MAIL this Release and Consent along with a CD-ROM containing the Photographs to the following address:

BC Film Commission  
c/o Digital Library  
201 - 865 Hornby Street  
Vancouver, BC, Canada V6Z 2G3

If you do NOT agree to accept ALL of the terms and conditions of the following Release and Consent, please do NOT do any of the above and please do NOT physically submit digital photographs of your property through a CD-ROM or through any other means.

## RELEASE and CONSENT CONTRACT for SUBMITTING DIGITAL PHOTOGRAPHS

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For good and valuable consideration, including possible publicity, the receipt and sufficiency of which you hereby acknowledge, you agree as follows:

- 1) You give to Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Tourism, Sport and the Arts through the BC Film Commission ("BCFC"), its employees, representatives, successors, licensees and assigns, permission to reproduce and publicly display the digital photographs of the property submitted through CD-ROM (the "Photographs"), with the understanding that BCFC, its employees, representatives, successors, licensees and assigns may use, display and distribute the Photographs, if so desired, in any and all media of any nature whatsoever, whether now known or hereafter devised, including the BCFC's Digital Photo Library (the "Photo Library"), for the sole purpose of promoting and advertising the property which is the subject of the Photographs (the "Property") as a possible location for motion picture and television productions.
- 2) Subject to section 4(b) of this Release and Consent, you may submit the following contact information (the "Contact Information") to BCFC:
  - a. Your name, your telephone number, and the address of the Property; and
  - b. The name and telephone number of the owner of the Property (the "Owner"), if you are not the Owner.
- 3) If you submit the Contact Information in accordance with section 2 of this Release and Consent, you give to BCFC, its employees, representatives, successors, licensees and assigns, permission to display the Contact Information alongside the Photographs in the Photo Library, access to which will be restricted to motion picture and television production industry representatives and BCFC employees, agents and representatives.
- 4) You agree that you may not submit the Contact Information or the Photographs to BCFC unless:
  - a. You are the Owner; or
  - b. If you are not the Owner, the Owner has previously provided prior written consent to BCFC for you to submit the Contact Information and the Photographs to BCFC in accordance with this Release and Consent.
- 5) You make the following warranties and representations:
  - a. The Contact Information you provide is true and correct at the time you submit the Contact Information to BCFC;
  - b. You are fully authorized to enter into this Release and Consent;
  - c. You have the right to grant to BCFC all of the rights granted in this Release and Consent.

# RELEASE and CONSENT CONTRACT cont...

- 6) You agree to indemnify BCFC against all claims, costs, charges, damages and expenses that may arise against or be incurred by BCFC as a result of your submission of the photographs or the Contact Information to BCFC.
- 7) You release and forever discharge BCFC, its employees, representatives, successors, licensees and assigns from any claims, obligations or liability of every kind arising in any way out of your submission of the Photographs or the Contact Information to BCFC.
- 8) You acknowledge that you fully understand that BCFC will act in reliance on this Release and Consent.

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YES, I agree with all the terms and conditions in this Release and Consent.

Your Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Your Name: \_\_\_\_\_

Your Telephone Number: \_\_\_\_\_

Your Email: \_\_\_\_\_

Address of the Property: \_\_\_\_\_

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Owner Name and Telephone Number (if you are NOT the Owner):

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