



# ASCAP | CREATE MUSIC EXPO MAY 2-4 2019 | HOLLYWOOD

## TERMS FOR PANELIST AND PERFORMER APPEARANCE AT THE 2019 ASCAP EXPO

We are thrilled that you will be participating in the 2019 ASCAP “I create Music” EXPO and its connected events occurring May 2-4, 2019 at the Los Angeles Loews Hollywood Hotel (collectively, the “Event”). By submitting online and agreeing to appear at the Event, you agree to the following terms regarding your appearance:

1. **Grant of Rights and Authority.** In exchange for good and valuable consideration the receipt of which you acknowledge, you grant irrevocably to the American Society of Composers, Authors and Publishers (“ASCAP”) and its affiliates, successors, assigns, agents and designees (collectively “ASCAP Parties”): (1) the right and authority to record, video, photograph and capture, in whole or in part, by all means now existing or hereafter created, your likeness, image, spoken and/or sung words, and/or musical performances, as applicable, at the Event (your “Appearance”), and to create or have created materials of any type or form that incorporate your Appearance and/or any biographical information and/or content of any kind that are supplied to the ASCAP Parties (collectively, “Content”; and such created materials, hereinafter, the “Materials”) and (2) a royalty-free license to use, edit, adapt, create derivative works of, display, reproduce, exploit, license, publicly perform, distribute and otherwise use your Appearance, Content and the Materials (in whole or in part) in all media, platforms or format whatsoever now existing or hereafter created, in perpetuity in all territories of the universe, for the purposes of marketing, publicizing, commercializing and otherwise promoting the Event, ASCAP and its members, products and services, and for any educational or archival purposes (the “Uses”), without further consent or approval from you. In furtherance of the foregoing, you hereby grant to the ASCAP Parties a royalty-free perpetual universal synchronization license to reproduce the musical compositions embodied in the Materials, solely to the extent of your owned interests in such compositions, and solely in connection with the Uses. You acknowledge and agree that as between you and ASCAP, ASCAP shall own all right, title and interest in and to the Materials, which, for purposes of this Agreement, shall specifically exclude any musical composition(s) and sound recording(s) embodied in the Materials.
2. **Representations & Warranties; Acknowledgements.** You represent and warrant that you are at least 18 years old and have the full right and authority to enter into this agreement and to grant to the ASCAP Parties the rights granted herein. You understand and acknowledge that the ASCAP Parties, their partners, and the media outlets that they use, may have accepted sponsors and agreed to display certain sponsors’ brand names, logos, and products in connection with the Event. However, the ASCAP Parties shall not use your Appearance or any Content in connection with any such sponsorship as any kind of personal endorsement by you without further authorization from you. Unless otherwise expressly agreed in writing by ASCAP, you will receive no reimbursement of expenses, compensation or royalty payments of any kind from the ASCAP Parties or third parties in connection with the Event other than those that you may be eligible to receive through ASCAP’s distribution rules and policies. You further acknowledge that third parties may be attending the Event (such as press and audience) and you consent to unrestricted photography, video and coverage (including reporting coverage of you) by such third parties.
3. **Indemnification and Release.** You agree to indemnify, defend (at the option of ASCAP) and hold harmless the ASCAP Parties and their directors, officers, employees, members and agents (collectively, the “ASCAP Indemnitees”) from and against any claims, actions, demands, suits, proceedings, controversies, agreements, losses, liabilities, damages, judgments, costs or expenses (including attorney’s fees) (“Claims”), arising out of or in connection with (a) any breach or alleged breach by you of any of the representations and warranties contained herein and (b) your Appearance and/or the Content. You further release the ASCAP Indemnitees from any and all Claims which you may now or hereafter have against any ASCAP Indemnitee, whether jointly or severally, in connection with the use of your Appearance, the Content and Materials, and your attendance of, participation in or performance at the Event, including without limitation, in respect of any property damage, personal injury and any medical treatment that the ASCAP Indemnitees or any authorized person may administer in the event of injury or illness during the Event.
4. **Choice of Law.** Any controversies and claims arising from or relating to this Agreement will be brought in the city and state of New York. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to choice of law rules.