

Share Your bZ Story (the “Campaign”)

Campaign Terms and Conditions

This Campaign is sponsored by Toyota Canada Inc. (“**Toyota**” or “**TCI**”) and governed by the following terms and conditions and release (the “**Terms and Conditions**”).

Please read these Terms and Conditions carefully before you submit your completed submission on the Campaign page (a “**Submission**”).

By submitting a Submission, you hereby agree with and represent to Toyota, its parent company, subsidiaries and affiliates, and each of their respective officers, directors, employees, agents, successors, assigns and any other entity involved in the development, production, or exploitation of the Campaign and/or the Campaign Materials (defined below) (collectively, the “**Campaign Parties**”) as follows:

1. I am of legal age of majority in my province/territory of residence and I have the right to make this agreement.
2. I acknowledge and agree that if my Submission is selected: (i) I will participate (including, for greater certainty, to appear on camera) in the national Campaign; (ii) I will attend the location on the date and time selected by Toyota in its sole and absolute discretion to participate in the filming of the Campaign (the “**Shoot**”) and shall be solely responsible for all costs and expenses associated with my attendance at the Shoot (except for my accommodations, transportation to the Shoot and meals, which will be covered by Toyota); and (iii) I will sign and return all documents that may be provided by Toyota within the time period specified.
3. I grant to the Campaign Parties:
 - a. if my Submission is selected, the irrevocable rights and permissions to tape, film, photograph, audio record and otherwise capture (in whole or in part) at the Shoot, my name, image, voice and any other aspect of my likeness, any comments made by or attributable to me, and any performance given by or attributable to me (collectively, the “**Assets**”); and
 - b. the irrevocable, fully paid up, royalty-free, sub-licensable, non-exclusive license to publish, display, reproduce, modify, edit, make available, communicate to the public by telecommunication and otherwise use and exploit, the Assets (if my Submission is selected) and all content and materials associated with my Submission and each component thereof (in whole or in part, as is or as may be edited or otherwise modified), and any materials based upon or derived therefrom, worldwide (collectively, the “**Campaign Materials**”) in any manner, method or medium now or hereafter

known, in perpetuity, for advertising and promotional purposes or other reason determined by Toyota at its sole and absolute discretion, without any further notice or compensation.

4. I agree that: (i) the decision to use the Campaign Materials as set out herein is at the Campaign Parties' sole discretion, (ii) I shall have no right of approval, no claim to any compensation or benefit, arising out of the use of the Campaign Materials, and (iii) I waive all moral rights (and all other rights of a like nature) in and to the Campaign Materials in favour of the Campaign Parties.
5. The statements I have made, if any, concerning Toyota were made without any prior payment or promise of payment or any other benefit having been made to me and without any expectation by me of any payment or benefit in return for making such statements. The statements made by me reflect my true and honest opinion of, and I am not an employee of Toyota or an authorized Toyota dealer.
6. No additional rights or consents are necessary to grant the rights to Toyota as provided herein. I understand that there is no obligation by Toyota to use the rights or any materials as provided herein or produce or release any advertising.
7. I agree to indemnify and hold harmless Toyota and its successors and assigns, together with their officers, directors, and employees, of and from any and all claims, losses, costs, damages, liabilities and expenses, including, without limitation, reasonable outside legal fees and costs arising out of any claim which may arise, as a result of use of the Campaign Materials or any breach of any of my warranties or representations herein.
8. To the fullest extent permitted by applicable law, I release the Campaign Parties from all claims of any kind that I or my personal representatives, relatives, heirs, assignees, successors, executors and administrators ever had, now have, or may in the future have, arising from, connected with, or in any way related to the use of the Campaign Materials as set out herein.

I declare that these Terms and Conditions shall apply to and be binding on me and my heirs, executors, administrators, personal representatives, relatives, successors and assigns.

I further expressly agree that these Terms and Conditions are intended to be as broad and inclusive as permitted by the law of the Province of Ontario and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

