

**Publicity Release
for FactorLab SURGE Recognition Award Contest**

This Publicity Release (this “**Release**”) is given by the person identified on the signature page (the “**Participant**”) in favor of FactorLab, Inc. (“**FactorLab**”).

1. Submission of Video. An audio-video recording in which Participant appears and/or is heard (collectively, the “**Video**”), has been or will be submitted to FactorLab in connection with FactorLab’s SURGE Recognition Award Contest (the “**Contest**”). If multiple Videos in which Participant appears and/or is heard are submitted to FactorLab in connection with the Contest, this Release applies to all of those Videos.

2. Use of Video. Participant grants FactorLab the right to submit the Video to the Contest judges for evaluation, to edit the Video, and to use and otherwise exploit the Video for FactorLab’s promotional purposes – including rights to display, copy and distribute the Video (or excerpts or edited versions thereof) on FactorLab’s websites or in or through any other medium now existing or later developed, including the Internet and social media, without compensation to Participant. FactorLab’s rights include the use of Participant’s name, likeness, image, and/or voice in connection with FactorLab’s exercise of its rights relating to the Video.

3. Representations. Participant represents and warrants that Participant is U.S. resident over the age of eighteen and that Participant meets the other eligibility requirements for entering the Contest as described in the Contest rules.

4. General Provisions. Participant agrees that (a) once signed, this Release may not be revoked by Participant, (b) this Release (together with the Contest rules) is the entire agreement with respect to its subject matter and supersedes any prior agreements or understandings relating to that subject, (c) if any provision of this Release is held to be invalid or unenforceable, that provision will be reformed in a manner that makes it enforceable and which accomplishes the intention of this Release as nearly as possible, and the other provisions shall not be affected, (d) this Release is governed by California law, excluding its choice of law provisions, and (e) any suit or proceeding arising out of or relating to this Release may be brought only in a court located in Santa Clara County, California.

Participant: _____ Printed Name of Participant _____ Signature Date: _____	Address: _____ _____ Telephone number: _____ Email address: _____
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