



The Environmental Student Action Challenge invites Alberta students from kindergarten to grade 12 to develop a school-based initiative or project that will address climate change or minimize other negative human impacts to the environment (the “Challenge”). Students who receive an award will be able to post photos or videos of themselves or others combating an environmental issue that directly impacts them, their school or their community. This is an agreement between you (the “Student”) and Her Majesty the Queen in Right of Alberta (the “Province”). Please read it carefully.

## 1. Release

The Student hereby grants to the Province, including the Province’s employees, agents, assigns, or other third parties that the Province may authorize on its behalf, the right to use photographs and recordings submitted by the Student (the “Content”). The Student agrees that (a) the Province may use the Content for any purpose whatsoever, including the promotion of the Challenge, (b) the Province shall not be liable to the Student for any claim in tort for breach of privacy, defamation or in wrongful appropriation of personality, (c) the Student shall have no intellectual property rights to any materials created by the Province using the Content, (d) this release is binding upon the Student’s heirs and assigns, and (e) this release is assignable, irrevocable, worldwide, and perpetual.

## 2. Copyright licence

By submitting the Content, the Student grants a fee-free, non-exclusive, assignable, sub-licensable, irrevocable permission to the Province, on a royalty-free basis to produce, reproduce, transmit, publish, and distribute the Content the Student has submitted on a worldwide basis (“Licence”). The Student also represents and warrants to the Province that the Student is the sole owner and creator of the Content they have submitted and the Student has the full power and authority to grant the Licence, and the Content the Student has submitted is original and does not infringe any existing intellectual property or privacy rights, including copyright, of any third parties. The Student also irrevocably waives in whole all moral rights in favour of the Province. The Student agrees that the Province be entitled to modify the Content

including, but not limited to, adding elements such as text or resizing or cropping elements of the Content. The Student shall have no interest or rights in any products or materials created by the Province that make use of the Content.

## 3. Information to be included

The Student must include information as to where and when the Content was taken or recorded.

## 4. Consent

The Student must have the consent of any other persons included in the Content to (a) be in the photo or recording and (b) have their image or recording submitted as part of the Challenge. The Student must provide any consents obtained with their Content.

## 5. Use of the funds

The Student may only use any funds received from the Province pursuant to this agreement for the purposes of the Challenge.

## 6. Cancellation, termination, modification or suspension

The Province reserves the right to cancel, terminate, modify or suspend the Challenge for any reason, without any prior notice to any Student, and in which case, the Province will provide the Student with directions with respect to any unused funds.

## 7. Limitation of liability

In no event will the Province be liable for any damages arising from this agreement or the Student's participation in the Challenge.

## 8. Entire agreement

There are no representations, warranties, agreements or understandings either oral or written between the parties other than what is expressly contained in this agreement, which contains all the terms and conditions agreed upon by the parties.

## 9. Applicable law

This agreement shall be governed by the laws and applied in the courts of the Province of Alberta, Canada.

## 10. Survival

The following clauses shall survive termination or expiry of this agreement: 1 (release) 2 (copyright license), 5 (use of the funds), 7 (limitation of liability), 9 (applicable law) and 10 (survival).

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First and Last Name of Student

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Name of Parent or Guardian if Student is Under 18

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Date

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Date

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Address of Student

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Address of Parent or Guardian

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Telephone Number of Student

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Telephone Number of Parent or Guardian

### FOIP Collection Notice

Personal information including your video image, photograph, and your personal views or opinions is being directly collected under section 33 (c) of the *Freedom of Information and Protection of Privacy Act*. Personal information is being collected for the purpose of the Environmental Student Action Challenge (the "Challenge"). If you have questions about the collection of personal information you may contact Robyn Saude, Director, BHS & Outreach Services, Intergovernmental Relations & Engagement Branch, 1440-17 A Street S.E., Calgary, AB, Phone: 403-592-8542.