

TALENT RELEASE

Curves Australia and New Zealand

CJC Operations Australia Pty Ltd (ABN 92 603 179 255)

as at 26 August 2015

I certify that I have read, carefully considered, and understand this Talent Release (Release) and I hereby consent to participating in all activities arising out of or in connection with the photos I have provided for and on behalf of Curves Australia and New Zealand (CJC Operations Australia Pty Ltd) (Promoter), and my uploading my information and submitting it via the <http://curves.com.au/share-your-success-story> or <http://curves.co.nz/share-your-success-story> website page affirms this.

Curves may share my success story and I:

- grant Promoter the right to use, publish, reproduce and copyright my picture, testimonial, portrait and likeness including the right to retouch and / or edit said picture, portrait and likeness in advertising and / or the promotion of Promoter, its products and / or services and / or other uses as Promoter may deem appropriate arising out of, or in connection with, the Promotion, for and on behalf of, the Promoter, up to and including 1.9.16 (Use and Publishing Rights);
- agree that the Use and Publishing Rights extend to all media including Television, Press (newspapers magazines), internet, electronic direct marketing, social media, PR, Point of Sale material and other forms of advertising and promotion, all countries and territories worldwide
- hereby waive any right that I may have to inspect and/or approve the finished product or products or the editorial, advertising, or printed copy or soundtrack that may be used in connection with the Use and Publishing Rights and any right that I may have to control the use to which said product or products, copy and/or soundtrack may be applied arising out of, or in connection with, the Use and Publishing Rights and/or the Promotion;
- agree to release Promoter, its officer, employees, contractors, representatives and agents (Releasees) from all liability, loss, damage, costs or expenses for any personal injury including death, psychological trauma, or any other loss or damage (including property damage) (harm) howsoever arising from my participation in the Promotion, to the full extent permitted by law; and
- indemnify the Releasees from all claims, losses, damages or expenses including legal costs that may be incurred as a result of harm that I suffer during or in conjunction with my participation in the Promotion or otherwise arising out of, or in connection with, this Release or the Promotion, except to the extent such harm arises from the reckless conduct of Promoter.

I acknowledge that:

- I did not receive payment for this testimonial story;
- The information and images I provided is true and correct to the best of my knowledge;
- I received (or elected not to receive) independent legal advice as to the meaning and effect of this Release and the assumption of risk, and, sign and enter into this Release willingly;
- I understand that it is legally binding; and
- this Release may be relied on by the Releasees in the event of any Court proceeding by me or my heirs, executors and assigns.

Nothing in this Release limits my rights under the Consumer Law with Australia or New Zealand, as amended from time to time, or, otherwise, at law.