

NON-EXCLUSIVE LICENCE AND WAIVER OF LIABILITY RIGHTS
(the "**Licence**")

Between:

CANADIAN ELECTRICITY ASSOCIATION, 275 Slater Street, Suite 1500, Ottawa, ON K1P 5H9
(the "**Licensee**")

- and -

(Name of Entrant who created the Design (as hereinafter defined) depicting the 'future of electricity' (the "**Licensor**"))

WHEREAS reference is made to the official Rules & Regulations of the Canadian Electricity Association Power of Art 2020 Contest (the "**Contest**"), which are [available online](#) (the "**Rules**");

AND WHEREAS the Licensor is the sole author and owner of any and all copyright and other related rights in the original Power of Art design (and all elements thereof, including, without limitation, any title or description thereof) submitted as part of the Contest (the "**Design**");

AND WHEREAS Licensor's parent or legal guardian (if applicable) is submitting the Design to Licensee as Licensor's voluntary Entry in the Contest;

AND WHEREAS Licensee wishes to have the right to produce, reproduce, publish, make available, distribute, modify and create derivative works from the Design for advertising and promotional purposes under licence from Licensor;

AND WHEREAS capitalized terms used and not defined in this Licence shall have the meaning given to them in the Rules;

NOW THEREFORE, for the opportunity to participate in the Contest and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. AGREEMENT TO BE LEGALLY BOUND BY RULES

By entering (or attempting to enter) the Contest, Licensor accepts and agrees to be legally bound by the Rules and all decisions of the Contest Administrator and/or the Contest Judges, who may be employees or independent contractors of the Contest Administrator, with respect to any and all aspects of the Contest, including without limitation the eligibility or disqualification or rejection of Entrants or Entries, shall be final and binding without right of appeal.

2. LICENCE & WAIVER OF MORAL RIGHTS

- a. Licensor grants to Licensee a non-exclusive, worldwide, irrevocable, perpetual licence to produce, reproduce, publish, make available, distribute, convert into a dramatic or artistic work or a cinematographic film, modify and create derivative works from the Design for any advertising, promotional or other related purposes that Licensee in its sole discretion may elect, together with the right to sub-license such rights to any subsidiary, agent or affiliate of Licensee.

- b. Licensor hereby waives in favour of Licensee and all others claiming through Licensee any and all moral rights (or rights of a similar nature) that Licensor now owns or enjoys or could ever own or enjoy in relation to the Design throughout the world.

3. REPRESENTATION & WARRANTIES

Licensor warrants and represents that:

- a. the Design is wholly original, and that Licensor is the sole author and creator of the Design and controls all rights in and to the Design;
- b. the Design does not infringe upon the rights of any third party and the reproduction, publication, distribution or other making available of the Design by Licensee anywhere in the world will not infringe upon the rights of any third parties;
- c. Licensor has the right and power to enter into this Licence Agreement and to grant the rights granted herein; and
- d. Credit to the Licensor (artist's name) will be granted on the website, in print and all forms of exhibition, where applicable.

DATED
AT _____ THIS _____ DAY OF _____ 20_____
(CITY) (DAY) (MONTH) (YEAR)

(Licensor signature)

(Witness name & address)

(Witness signature)

TO BE COMPLETED BY LICENSOR'S PARENT/LEGAL GUARDIAN (if applicable)

I, the undersigned, represent that I am the _____ [mother, father, legal guardian] of the Licensor named above, and I hereby:

- Expressly consent to the Licensor signing the above License; and
- Agree to become a party to, and to be legally bound by, all of the terms of the above License in my personal capacity as if I myself were the Licensor;

DATED

AT _____ THIS _____ DAY OF _____ 20 _____
(CITY) (DAY) (MONTH) (YEAR)

Full name of mother, father, legal guardian of the Licensor	Phone number of mother, father, legal guardian of the Licensor	Signature of mother, father, legal guardian of the Licensor

(Witness name & address)

(Witness signature)