

Authorization and Release (rev. 1/25/19)

1. By clicking the "Blue365 Stories Authorization and Release" box, I give and grant in perpetuity the Blue Cross and Blue Shield Association ("**BCBSA**"), an association of independent licensed Blue Cross and Blue Shield Plans ("**BCBS Plan(s)**"), and its and their employees, directors, officers, agents, representatives, successors, licensees, affiliates and any person, corporation or entity acting under BCBSA's or a BCBS Plan's permission or with its authority, including anyone distributing or disseminating communications by or regarding BCBSA, any BCBS Plan or any of its or their programs (collectively "**Assigns**") the irrevocable right, permission and license to publish, reproduce, distribute, broadcast, edit, modify, copy or otherwise use my likeness, name, photograph, video, written story or any content submitted by me or by my local BCBS Plan about me (collectively "**Picture(s) and/or Story**"), in any form, whether in whole or in part, in any and all media whatsoever, whether now known or hereafter devised, for purposes related to BCBSA's or any BCBS Plans' programs, business or other promotional, commercial or lawful purpose (collectively "**Program(s)**") anywhere in the world and/or on the worldwide web. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use. I warrant that I solely own all rights, title and interests in and to the Pictures and/or Story, including all copyrights therein, that the information contained in the Pictures and/or Story and/or any other materials submitted by me are not staged, materially modified or made-up but are true, correct, complete and accurate as is and that through this Authorization and Release I am assigning and transferring such copyrights, including waiving rights referred to as "moral rights," in their entirety to BCBSA, and I understand that the Pictures and/or Story will not be returned to me.

2. In addition, I waive any right to inspect or approve any final product including any of the Pictures and/or Story submitted by me or by my BCBS Plan with or under this Authorization and Release. I release and discharge BCBSA, the BCBS Plans and the Assigns from all actions, claims and demands of any nature which I, my heirs, executor, administrator, assigns or agents may have at any time now or in the future arising out of or related to the rights granted or waived above or the photographs or the Pictures and/or Story, or BCBSA's, BCBS Plans' or any Assigns' actions or use thereof. I warrant that I am at least 18 years of age and have full right and capacity to contract in my own name with respect to the Pictures and/or Story and the other provisions of this Authorization and Release. I agree that my participation is voluntary and I assume complete responsibility for my actions in connection with this Authorization and Release.

3. If there are any minors in any Pictures or referred to in any Story provided or prepared hereunder:

(a) I warrant and represent to BCBSA that I am parent and/or guardian to all such minor(s) and that I hereby grant BCBSA and the BCBS Plans the rights to include all such minors in the Pictures and/or the Story and that there are no other persons whose consent is required for the inclusion of any such minors in the Pictures and/or Story with respect to any of the Programs; and

(b) On behalf of each such minor, I hereby grant BCBSA and the BCBS Plans the rights to include such minors in the Pictures and/or the Story and transfer and assign any and all of their copyright interests, including waiving rights referred to as "moral rights," in their entirety to BCBSA.

4. In addition: For good and valuable consideration:

(a) I indemnify and agree to defend and hold harmless BCBSA, the BCBS Plans and the Assigns, and its and their officers, directors, employees, agents, representatives and subcontractors from and against any and all third party claim, demand, cause of action, loss, expense or liability, including reasonable attorneys' fees, arising on account of or resulting from (i) BCBSA's or any BCBS Plans' actions in reliance on the provisions of this Release and Authorization, (ii) my warranties, representations and/or covenants contained herein, and/or (iii) my acts or omissions;

(b) I agree that any dispute or claim between me and BCBSA, any BCBS Plan or other Assign related to or involving any Pictures and/or Story or any provision of this Authorization and Release shall be subject to binding arbitration in Chicago, Illinois, under the rules of arbitration of the American Arbitration Association. This Release and Authorization and any legal

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issues arising therefrom are governed by and in accordance with the laws of the State of Illinois (exclusive of its rules regarding conflicts of laws);

(c) I AGREE WITH BCBSA THAT ANY CAUSE OF ACTION BY ME OR ANY MINOR IN ANY OF THE PICTURES AND/OR STORY RELATED TO, INVOLVING OR ARISING OUT OF THIS RELEASE AND AUTHORIZATION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, I AGREE THAT SUCH CAUSE OF ACTION IS PERMANENTLY BARRED; ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION;

(d) I agree and authorize BCBSA and the applicable BCBS Plans to communicate with me via email and other electronic means that may be applicable with respect to the Pictures and/or Story and/or this Release and Authorization; this means that unless and until I elect to opt out of receiving e-mails from you, for contractual purposes, I (i) consent to receive communications from BCBSA and/or the applicable BCBS Plans, and consent for BCBSA and my BCBS Plan to communicate among each other concerning this Authorization and Release, and the Pictures and/or Story, including in an electronic form, and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that are sent to me from BCBSA and/or the applicable BCBS Plans with respect to the Picture(s) and/or Story and/or this Release and Authorization electronically satisfy any legal requirement that such communications would satisfy if they were in writing.