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**AGREEMENT AND RELEASE**

This Speaker participation Agreement and Release, effective as an agreement as of the signing date, is made between the following parties:

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Full Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Company:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Mailing Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(“Speaker”)**

and

Content Group Pty Ltd (ACN 056 881 844) of Level 3 City Walk Centre, 2 Mort Street Canberra City 2601, ACT

**(“contentgroup”)**.

I, THE SPEAKER, HEREBY ACCEPT THE OFFER OF CONTENTGROUP TO PARTICIPATE AS A SPEAKER AT THE GOVCOMMS FESTIVAL HELD ON 17 NOVEMBER, 2020 (THE “EVENT”).

I UNDERSTAND AND AGREE THAT:

1. By participating as a Speaker at the Event, I consent to the terms and conditions of this Agreement and Release.
2. I will not be paid for my services as Speaker, nor will my expenses be reimbursed, unless I have a separate fully executed compensation agreement with contentgroup.
3. No fees will be paid on account of any reproduction or distribution of any materials that include any aspect of my participation in the Event.
4. I will fulfill the Speaker obligations described in the Speaker Guidelines for the Event to the extent such Speaker Guidelines are not inconsistent with the terms of this Agreement and Release, including but not limited to deadlines for producing materials and other requirements. Speaker Guidelines have been emailed to each Speaker.
5. For my participation, I agree that:
6. Neither I, nor my employer, may substitute another speaker in my place.
7. If I cannot fulfil my commitment, contentgroup may, in its sole discretion, cancel the presentation or choose another speaker.
8. The Event is an educational event, not a sales or marketing platform. contentgroup is retaining me to provide an objective presentation that meets the educational needs of the Event attendees. contentgroup may revoke my speaker invitation at any time if in its sole judgement that is in the best interests of the Event.
9. I or my employer will retain copyright to all materials submitted by me to contentgroup including session papers, slides, and session-related files. I grant to contentgroup non-exclusive, royalty free, perpetual rights to publish all materials and recordings of and related to the speaking engagement, in whole or in part, in any contentgroup anthology, compilation or educational publication of materials including without limitation in electronic form.
10. Additionally, I grant to contentgroup the right to record the presentation and the accompanying slides/illustrative materials by photographic, audio, and/or video or other media. I grant to contentgroup the right to broadcast the presentation live over the Internet in streaming media or through another media and to disseminate rebroadcasts and reproductions of all or part of the broadcasts or a transcript or summary thereof in contentgroup’s print and online publications, products and services (including the right to archive the presentation as broadcast) and in any other product or service of contentgroup, in any medium.
11. I grant to contentgroup the right to make audio and video recordings of sessions in which I am Speaker and to publish these recordings in any form or media, whether now known or invented hereafter, for dissemination to Event attendees and others who purchase or otherwise receive Event materials and/or session recordings.
12. I grant contentgroup the right to use my image, name, company name, photograph, voice, likeness (“Image”) and the statements and works in connection with such broadcasts.
13. I and my employer agree that there shall be neither residuals nor time limits to the broadcast or rebroadcast of the presentation.
14. I acknowledge that:
15. I have the right to request a copy of the recording of the Festival from contentgroup;
16. anyone participating in a panel discussion with me will have access to the same recording, which may include footage of myself; and
17. I represent and warrant to contentgroup that all of the work furnished by me as part of the presentation (i) will be original and accurate and (ii) will not infringe or violate the rights of any person or entity or contain unlawful matters. I further represent and warrant that I (i) will be the creator of all the work; (ii) will obtain all third-party permissions necessary for the use of all work and will duly credit any source material incorporated into the work; (iii) I am the sole and exclusive owner of all rights herein conveyed to contentgroup hereunder; and (iv) I have the full and unrestricted power to convey such rights to contentgroup free and clear of the claims of any other person or entity.
18. I am over 18 years of age and have the right to contract in my own name, and to make the above commitments on my own behalf and on behalf of my employer. I understand that this Release binds me and my employer, and our respective legal representatives, assigns, and heirs.
19. I have read and understood this Agreement and Release. This Agreement and Release is governed by Australian law. Choice of law rules do not apply, regardless of jurisdiction.
20. This Agreement and Release constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, whether written or oral.

Signed by the Speaker

**Signed:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name: (please print)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_