

Facebook Marketing Release for Individuals

I, the undersigned, provide this Marketing Release (“**Release**”) to Facebook, Inc., its agents, affiliated companies, and licensees (“**Facebook**”). For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I agree as follows:

1. **Permissions.** Facebook may film, record, illustrate and photograph me (the results of which are the “**Recordings**”). Facebook may also incorporate into any production(s) the Recordings and any separate content (e.g., quotes, testimonials, profiles, photos, videos, sound recordings, artwork, etc.) I provide to Facebook or approve in writing (“**Materials**”). I grant to Facebook an irrevocable, perpetual, worldwide, royalty-free license to, in its sole discretion, (i) edit, translate, and modify the Recordings and the Materials, (ii) attribute the Recordings and Materials to me by my name, age, and city and state of residence, (iii) use my name, voice, likeness, biographical information and other indicia of my identity as included in the Recordings and Materials; (iv) incorporate the Recordings and the Materials into content to promote Facebook, its programs, or products (“**Content**”), and (v) publicly use, distribute, reproduce, create derivative works from, and perform/display the Content, and any excerpts thereof, in any language and in all formats or media existing now or in the future.

2. **No Compensation.** I grant this permission without any financial or other obligation of any nature.

3. **Reps and Warranties; Indemnification.** Facebook owns the copyright in the Recordings and the Content subject to my preexisting rights, if any. Facebook is not obligated to use the Recordings or Materials. I will not attempt to enjoin or otherwise impair Facebook’s use of the Recordings or Materials that is in accordance with this Release. I represent and warrant that (i) I have all necessary rights and licenses to grant these permissions, (ii) my Materials will not infringe the copyright, trade secret, trademark, or right of publicity/privacy of any third party, and (iii) any testimonials or statements I provide are voluntary, reflect my honest opinions or experiences, are true and correct, and I agree to notify Facebook if they are no longer correct. I agree to indemnify and hold Facebook harmless from and against all third-party claims arising out of my breach of these representations and warranties.

4. **Limitation of Liability.** EXCEPT FOR AN INDEMNIFICATION CLAIM, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THIS RELEASE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

5. **Data Protection.** Facebook may collect my personal data in the form of my personal details (including my name, address etc.) and, where relevant, sensitive personal data plus visual and/or audio recordings and still images of me, in connection with the Recordings, Materials and any related Content. I hereby acknowledge that Facebook requires, and will process, such data as necessary for the performance of this Release. This may include sharing this data with Facebook companies and its production partners. Facebook may store my data until it is no longer necessary for the purposes for which it has been collected. For more information on the foregoing, including my data rights (such as requests to access, correct or object to certain processing activities) [Contact Facebook](#).

6. **Miscellaneous.** This Release (i) is not subject to any guild or other collective bargaining agreement, (ii) will be binding upon and will inure to the benefit of the parties’ successors, and (iii) will be governed by the laws of California (excluding its conflict of laws rules). The parties consent to the exclusive jurisdiction of the state and federal courts located in San Mateo County, California and the Northern District of California. This Release constitutes the parties’ complete agreement on the subject matter and supersedes all prior understandings, agreements, and discussions. It may only be modified in writing signed by both parties. If any provision(s) of this Release is held unenforceable, this Release will continue in full force and effect without that provision and the parties will negotiate in good faith to amend this Release to reflect the original intent of the parties.

Print Name: _____ Email _____ Phone: _____ Signature: _____ Date: _____
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Complete the following if the above individual is under eighteen years of age, or otherwise not the age of majority:

I represent that I am the parent or legal guardian* of the above minor individual, and I consent to him/her entering into this Release and agree to have him/her bound by its terms.

**Caretakers, nannies, and similar persons are NOT legal guardians*

Parent or Legal Guardian Signature: _____ Date: _____

Parent or Legal Guardian Name: _____ Email: _____