

AMSL Diabetes Content Use Agreement

I make this Agreement on behalf of myself (and to the extent the Content was created and submitted by my child/ward, I make this Agreement on behalf my child/ward), and my and their heirs, executors, administrators, successors and assigns (collectively, "I" or "me"), with Australasian Medical & Scientific Ltd and its affiliates (including without limitation, Dexcom Inc) and its advertising agencies or others working for or on its behalf, their respective officers, directors, agents, heirs, executors, administrators, successors and assigns and any publishers, or other interested media and any successors or assigns (referred to collectively as the "**Company**" or "**you**"), as follows:

1. This Agreement is in respect of all testimonials, videos, photographs, stories, artwork or other materials that I have provided to you (collectively, "**Content**").
2. By signing this release, I grant to you the following irrevocable, paid-up, worldwide exclusive consents and licenses:
 - a. to reproduce, publish, communicate, distribute, perform, adapt, translate or in any other manner use the Content in any and all media now or hereafter known;
 - b. to alter or edit the Content in connection with such use; and
 - c. to use my name, likeness and personality,

for any purpose, including, but not limited to, the promotion, merchandising, publicity and advertising of Company products and/or services .

3. I represent that:
 - a. if the Content is original, it does not incorporate the work of others and has not been published;
 - b. if I am not the sole owner of any copyright in the Content, I have obtained the consent of all authors and copyright owners that the Content can be used by the Company in the manner described in clause 2 above;
 - c. I have obtained the consent of each individual depicted in the Content that the Content can be used by the Company in the manner described in 2 above; and
 - d. if the Content is factual or contains a testimonial, is approved by me and is true.
4. I agree that the Company has no obligation to use any of the Content, or my name or likeness.

5. I consent to and allow the Company:
 - a. To use any of the Content without identifying me as the author of the Content; and
 - b. To do anything in relation to the Content that (but for the consent provided above) would otherwise infringe any moral rights or similar non-assignable, personal rights that I might otherwise have in any of the Content.
6. I hereby release the Company from, and promise not to sue the Company individually or with any other person for, any cause of action, whether known or unknown, for libel, slander, invasion of any right of privacy, publicity or personality, or any other cause of action, based upon or relating to the use of the Content or the exercise of any of the rights referred to in this Agreement.
7. I acknowledge that I will not have the right to rescind the permissions granted in this Agreement, nor will I have the right to prevent the use, reproduction, publication, and/or distribution of the Content.
8. This Agreement cannot be amended except by writing signed by both me and the Company.
9. This Agreement shall be governed by the law in force in Australia.