

Appearance release

1. **Capture:** I agree that Cochlear Limited and each of its related companies (**Cochlear**), and any third party authorised by Cochlear, has the right to capture audio recordings, video recordings, comments, quotes, testimonials and photographs of me including videos and photos provided by me and, if applicable, my hearing health clinic specified below (**Material**).
2. **Modify:** Cochlear has the right to make edits, alterations, intermissions, deletions or any other modifications to the Material, in its entire discretion.
3. **Use:** Cochlear has the irrevocable right to use, publish, broadcast, screen, display, reproduce and make available to the public the Material in any media (whether now known or invented in the future), including but not limited to the internet, television, radio and data carriers, and to use my name, image, voice, appearance or other information concerning me in any media, for commercial purposes. I acknowledge that Cochlear owns all rights, including copyright, in the Material. I do not expect to receive any payment in connection with the Material and I acknowledge that Cochlear is not obliged to use the Material.
4. **Transfer:** Cochlear has the right to transfer, assign, licence or transfer the benefits of the rights granted to Cochlear under this Release.
5. **Waiver:** I waive any interest that I may have in the copyright to the Material, now or at any future time.
6. **Release:** I release Cochlear, its employees, officers, contractors and agents from any liability, including consequential loss, connected with the capture, modification or use of the Material (including any liability for infringement of any of my rights arising from use of the Material).
7. **Exclusivity:** To the extent that any Material is in my possession, I agree not to provide Material to any other person or entity for use in association with publication or promotion of cochlear implants and/or bone-anchored osseointegrated auditory implants.
8. **Irrevocable:** This Release is irrevocable. The rights granted to Cochlear under this Release are world-wide and perpetual.
9. **Confidentiality:** I agree to keep confidential all information in connection with this Release and the circumstances under which the Material was captured.
10. **Testimonial:** I confirm that, with respect to any testimonial I provide: *(cross out any that does not apply)*
 - a. I appear in the Material and the testimonial provided by me is my own.
 - b. All statements in the Material regarding my use, or other experience of the product and/or service are correct and fairly represent that use and experience.
 - c. I have used the products and/or services for their intended purpose – for the treatment of severe and profound hearing loss.
 - d. I am not involved with, or I am not an employee or officer of a corporation that is involved with the production, sale or supply of the products and/or services.
 - e. I have not received any valuable consideration in exchange for the testimonial provided in the Material.
 - f. I am not an immediate family member of an individual who is involved with the production, sale, supply or marketing of the products and/or services.

- 11. Material:** I confirm that I consent to the use of my name, statements, image, likeness and reputation in connection with the Material, and the opinions and views stated by me in the Material are genuinely held by me and are accurately portrayed in the Material.
- 12. Clinic:** By signing below, I confirm I am authorised to sign this Release on behalf of the hearing health clinic specified below, if applicable.

SIGNED AS DEED POLL

Name*			
Address			
Signature		Date	
Clinic Name (if applicable)			
Clinic Address			
Signature		Date	
Witness Name			
Address			
Signature		Date	
Material			
Agreement No.		Project Reference	

*Legal guardian must co-sign where individual is under 18 years old.

Cochlear will use your personal information as set out in the [Cochlear Privacy Policy](#).