

CONTESTANT AUTHORIZATION, RELEASE AND AGREEMENT

I hereby agree and acknowledge that:

1. For purposes of this Contestant Authorization, Release and Agreement (the "Agreement"), the term "Honolulu Festival Foundation" shall mean Honolulu Festival Foundation, its members, affiliates, successors and assigns, and those acting with and under their permission or upon the authority of Honolulu Festival Foundation; the term "Honolulu Festival" shall mean Honolulu Festival which is expected to take place in Waikiki in Honolulu, Hawaii in March; the term "Art Contest" shall mean the art contest associated with Honolulu Festival; the terms "I," "me," "my," "mine" and the like shall refer to me and my heirs, administrators and successors, unless the context otherwise requires; and the term "Artwork" shall mean any work(s) that I may submit to Honolulu Festival Foundation in connection with the Art Contest, on my own behalf and on behalf of my minor child.

2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, on my own behalf and on behalf of my minor child, hereby grant to Honolulu Festival Foundation the perpetual, irrevocable, unlimited, worldwide right, license and permission (including the right to grant sublicenses) to reproduce, use, distribute, duplicate, modify, exhibit, or otherwise exploit the Artwork (or any portion thereof and in any modified format), and any ancillary use or derivative works thereof, by any method and in any media whether now known or hereafter devised in connection with Honolulu Festival, including any marketing, advertising and promotion of Honolulu Festival, as Honolulu Festival Foundation shall deem appropriate or desirable (collectively, all the rights granted herein shall be referred to as the "Granted Rights"). Furthermore, on my own behalf and on behalf of my minor child, I grant permission to use my name and the name of my child solely for the purpose of identifying the winner of the Art Contest.

3. I, ON MY OWN BEHALF, AND ON BEHALF OF MY MINOR CHILD, REPRESENT AND WARRANT THAT I AM THE SOLE AUTHOR OF THE ARTWORK, THAT I POSSESS ALL RIGHTS IN AND TO THE ARTWORK, THAT I HAVE THE AUTHORITY TO GRANT THE GRANTED RIGHTS, AND THAT I WILL INDEMNIFY AND HOLD HONOLULU FESTIVAL FOUNDATION, ALL ITS MEMBERS, AFFILIATES, AGENTS AND LICENSEES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ALL REASONABLE ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF A BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY. IN ADDITION, I HEREBY FOREVER RELEASE AND DISCHARGE HONOLULU FESTIVAL FOUNDATION, ALL

ITS MEMBERS, AFFILIATES, AGENTS AND LICENSEES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL LIABILITY, CLAIMS FOR DAMAGES OR INJURY OR CAUSES OF ACTION WHICH MAY ARISE OUT OF OR IN CONNECTION WITH ANY UTILIZATION OF THE GRANTED RIGHTS OR FAILURE OR OMISSION TO MAKE USE THEREOF, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR LIBEL, SLANDER, DEFAMATION, INVASION OF PRIVACY OR RIGHT OF PUBLICITY, OR INFRINGEMENT OF COPYRIGHT, TRADEMARK OR ANY OTHER PERSONAL OR PROPRIETARY RIGHT.

4. I on my own behalf, and on behalf of my minor child, state that I understand, agree, and will communicate to my minor child that the Artwork must incorporate The Festival's theme, "Pacific Harmony," as well as the Festival's Sub theme that revolves around world peace, cooperation and celebrating culture, and that such themes may be incorporated in an abstract manner.

5. I, on my own behalf and on behalf of my minor child, acknowledge that neither I, nor my minor child, am to receive any payment with respect to any matter referred to in this Agreement.

6. In case of being invited to participate in the award ceremony at Honolulu Festival, I, on my own behalf and on behalf of my minor child, hereby personally assume all risks in connection with Honolulu Festival for any harm, injury, or damage that may befall me as a participant, including all risks connected therewith, whether foreseen or unforeseen. I, on my own behalf, and on behalf of my minor child, further save and hold harmless Honolulu Festival Foundation from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of participation in Honolulu Festival, including both claims arising during and after Honolulu Festival.

7. I, on my own behalf, and on behalf of my minor child, represent that I understand, agree, and will communicate to my minor child, that (i) this Agreement shall be effective from the date that I submit the artwork of my minor child to Honolulu Festival Foundation; and (ii) all rights, licenses and privileges granted to Honolulu Festival Foundation in this Agreement are irrevocable and not subject to rescission, restraint or injunction under any circumstances for any cause. I, on my own behalf, and on behalf of my minor child, hereby waive the right to equitable relief or to enjoin, restrain, or interfere with the production, distribution, exploitation, exhibition, or use of any of the Granted Rights.

8. I, on my own behalf, and on behalf of my minor child, hereby represent and warrant that I have read this Agreement in its entirety and that I understand and am in agreement with its contents and

will communicate them to my child. I, on my own behalf, and on behalf of my minor child, represent and warrant that I have not been induced to execute this Agreement by any means or statements made by Honolulu Festival Foundation or its representatives and I understand and will communicate to my minor child that Honolulu Festival Foundation is under no obligation to exercise any of the rights, licenses or privileges granted to Honolulu Festival Foundation in this Agreement.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, USA, without regard to its choice of law provisions. Exclusive jurisdiction and venue for any dispute arising under this Agreement is in the federal and state courts located in Honolulu, Hawaii and both parties hereby consent to such jurisdiction and venue for this purpose. This Agreement constitutes the entire agreement between Honolulu Festival Foundation and me with regard to the subject matter hereof. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both Honolulu Festival Foundation and me. I, on my own behalf, and on behalf of my minor child, agree that Honolulu Festival Foundation may freely assign its rights and obligations under this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of me and Honolulu Festival Foundation. I, on my own behalf, and on behalf of my minor child, agree that without any additional payment, I will execute and deliver any further legal instruments on behalf of my minor child, and perform any acts, on behalf of my minor child, which are or may become reasonably necessary for this Agreement to be effective.

10. Rules: Submission shall be made online and mail. For rules and submission instructions please see the contest website at: <http://www.honolulufestival.com/en/artcontest/>

I CERTIFY THAT AM AT LEAST EIGHTEEN YEARS OF AGE AND AM COMPETENT TO SIGN THIS RELEASE AND WAIVER OF LIABILITY. I HAVE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS CONTESTANT AUTHORIZATION, RELEASE AND AGREEMENT AND UNDERSTAND AND AGREE TO THEM. I, IN MY OWN BEHALF AND ON BEHALF OF A MINOR WHO IS NAMED IN THE APPLICATION FOR ART CONTEST (THE "MINOR"), DO HEREBY WARRANT THAT I HAVE READ THIS CONTESTANT AUTHORIZATION, RELEASE AND AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I, IN MY OWN BEHALF AND ON BEHALF OF THE MINOR, HAVE SIGNED THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL.

Agreement

Confirm that you have read the terms and conditions of this Contestant Authorization, Release and

Agreement and understand and agree to them on your own behalf and on behalf of your minor child.

DATE: _____

SIGNATURE: _____

Print name: _____

Address: _____