

# 1. Exclusive Licence for Ozzy Man Studios Pty Ltd

## Agreement

This agreement is between:

- Original Licensor (**you**); and
- Ozzy Man Studios Pty Ltd (**Ozzy Man**).

By submitting content to Ozzy Man, you do so under this Exclusive Licence Agreement (**Agreement**). The content submitted under this Agreement may consist of video, audio, images, text or any other media or combination of media (**Works**).

Under this Exclusive Licence Agreement, you grant to Ozzy Man an exclusive licence to the **Works**, meaning that you are not permitted to grant other licences to other parties.

## Capacity

You represent and warrant to Ozzy Man that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully capable of entering into this Agreement.

## Licence

You retain ownership in your Works.

You grant to Ozzy Man a worldwide, exclusive, royalty-free, perpetual, sublicensable and transferable licence to use the Works (**Licence**), which includes:

- creating any derivative work including through adaptation, translation, modification, rearrangement, adding to or subtracting from the Works, or including the Works in any compilation of other works (**Derivative Works**);
- displaying, broadcasting, distributing, reproducing, publishing, or otherwise exploiting the Works and Derivative Works through any and all methods, means, platforms and technologies currently known or invented in the future (**Publishing Rights**); and
- granting others licences to use the Works, including creating Derivative Works and Publishing Rights (**Sub-Licences**).

You assign to Ozzy Man the right to pursue any and all claims against third parties in relation to unauthorised use of the Works whether in the past, present or future, and you irrevocably appoint Ozzy Man as your attorney to take any such action to defend, maintain or enhance its rights to the Works.

## Payment

Ozzy Man agrees to send you a **10% Discount Code for <https://ozzymanshop.com>** on acquisition of the rights to the Works under this Licence. You agree and acknowledge that the receipt of this item is in full satisfaction of all payments owing to you under this agreement.

### **Prior and future licences / posting elsewhere**

You represent and warrant that you have not granted any licence or entered into any agreement, deed or other arrangement that encumbers, limits, prevents or otherwise impairs the granting of the Licence to Ozzy Man.

You agree that you will not grant any licence or enter into any agreement, deed or other arrangement that purports to encumber, limit, extinguish or otherwise impair the Licence granted to Ozzy Man, without the prior written consent of Ozzy Man.

Nothing in this Agreement prevents you posting (or having posted) the Works on your personal social media accounts, for viewing by your friends, family and followers, and does not prevent you from agreeing (or having agreed) to the licence(s) that are granted to those social media platforms to provide that functionality. Where possible, posts must include or be edited to include accompanying text stating “This content is licensed exclusively to Ozzy Man’s Video Licensing. Contact [licensing@ozzyman.com](mailto:licensing@ozzyman.com) for more information or to licence this clip”.

### **Rights to Works**

You represent and warrant that you are the sole owner of the Works, and have the full legal right, power and authority to grant the Licence to the Works to Ozzy Man.

You represent and warrant that you have obtained all clearances, paid all monies, and secured all rights necessary for any intellectual property owned by third parties that forms part of the Works (for example any music used as a soundtrack for a video). You further represent and warrant that you are not aware of any existing, anticipated or threatened claims or litigation in relation to the Works.

### **Moral rights**

You hereby waive any and all moral rights or “droit moral” that you may have in the Works, and you represent and warrant that no third party has any moral, “droit moral,” or other rights in the Works.

### **Indemnity**

You agree to indemnify, defend, and hold harmless Ozzy Man, its related bodies corporate and its officers, employees, directors and shareholders, from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including reasonable legal professional fees and costs) of any kind or nature, including any arising from, out of, in connection with, or relating to: this Agreement; and, any infringement arising from, or related to the Works.

This indemnity survives any termination of this Agreement.

### **Governing Law**

This Agreement is governed by and interpreted in accordance with the laws of Western Australia and each party submits to the exclusive jurisdiction of Western Australia.

### **Assignment**

You cannot assign or otherwise transfer your rights under this Agreement without the prior written consent of Ozzy Man.

Ozzy Man may, at any time, assign its rights and obligations under this Agreement, including to a related entity or in connection with any transaction including in relation to a sale of assets, merger, acquisition, reorganisation, insolvency, or by operation of law.

### **Entire Agreement**

This Agreement constitutes the entire agreement of the parties relating to this Agreement and supersedes all prior understandings, negotiations, agreements, written or oral, express or implied, in relation thereto.

### **Severability**

Every clause and sub-clause of this Agreement will, where the context permits, be severable from every other without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

### **Waiver**

A waiver by one party does not prejudice its right in respect of any subsequent breach of this Agreement by the other party. A party does not waive its rights under this Agreement because it grants an extension or other forbearance to the other party.

### **Release**

You may request a release from this Agreement by emailing [licensing@ozzyman.com](mailto:licensing@ozzyman.com), including any proposed terms to secure that release. Ozzy Man in its sole discretion may agree to or reject any such request.