

# CONSENT FOR USE OF CONTENT BY SPROUTS (“CONSENT”)

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THANK YOU FOR OFFERING TO SHARE YOUR CONTENT WITH SPROUTS.

PLEASE COMPLETE AND SUBMIT THE CONSENT FORM BELOW. I

UNDERSTAND THAT BY CLICKING ON THE “I AGREE” BUTTON AND SUBMITTING THIS CONSENT FORM, I AM ENTERING INTO A LEGALLY BINDING CONTRACT PERMITTING SPROUTS FARMERS MARKET, INC.

(“SPROUTS”) AND ANY OTHER AFFILIATE SPROUTS DESIGNATES (COLLECTIVELY, “SPROUTS” OR “US”) TO USE THE CONTENT WHICH YOU HAVE PROVIDED TO US IN ACCORDANCE WITH THIS CONSENT. I UNDERSTAND I AM CONSENTING TO CERTAIN RELEASES AND WAIVERS DESCRIBED IN THIS CONSENT.

**1. Consent to Use of Content.**

- a. I permit Sprouts to use those photographs, pictures, videos, images, data, text, audio, illustrations, artworks, designs, drawings, animation, graphics, writings or similar content (“Content”) which I have provided to Sprouts or which Sprouts has created using my Content, for use in paper and digital publications; intranet and other internal communications; press releases; and its commercial, social media, mobile and web-based platforms (“Platforms”).
- b. I permit Sprouts to use the Content for any reason, including advertising, marketing and promotional purposes; to publicize Content via the Platforms. (“Purpose”)
- c. I permit Sprouts to add its own hashtags or comments to the Content or to incorporate any third party materials to the Content.
- d. I permit Sprouts to use my name (or the name of my child or ward, as applicable) in connection with any Content.
- e. I waive any right to inspect or approve my depictions (or the depictions of my child or ward) in the Content.

2. **Consideration.** For valuable consideration, the sufficiency of which is acknowledged, I grant Sprouts a worldwide, royalty free license in any and all media, now known or hereafter created, to copy, prepare derivative works, and distribute the Photo.
  
3. **Ownership and Right to Use Content.**
  - a. I retain ownership of all copyrights or other intellectual rights in the Content.
  - b. I grant Sprouts a perpetual, nonexclusive, worldwide, royalty-free right and license to use, display, copy, distribute, post, repost, sublicense, perform, exhibit, transmit, broadcast, create derivatives from, publish, and reproduce the Content for the Purpose.
  - c. I represent to Sprouts that: (1) I have the legal right to grant Sprouts the license to use my Content, (2) I am not violating any other person's ownership, intellectual property rights or privacy rights, including the use of someone's likeness, in the Content by permitting Sprouts to use the Content and (3) I am the sole owner and creator of the Content.
  
4. **Release.** I FULLY RELEASE SPROUTS, ITS AFFILIATES, AND THEIR EMPLOYEES, CONTRACTORS, DIRECTORS, OFFICERS, AND AGENTS ("REPRESENTATIVES") FROM ANY AND ALL LIABILITY OR CLAIMS ARISING OUT OF OR RELATED TO SPROUTS' USE OF THE CONTENT PURSUANT TO THIS CONSENT. I ACKNOWLEDGE THAT THIS CONSENT IS BEING MADE SOLELY FOR THE BENEFIT OF SPROUTS. TO THE EXTENT THAT ANY BENEFIT ACCRUES OR MIGHT ACCRUE TO SPROUTS FROM THE USE OR DISCLOSURE OF CONTENT, I HEREBY AND FOREVER WAIVE ANY INTEREST IN OR CLAIM TO SUCH BENEFITS.
  
5. **Platform Terms of Use.**
  - a. I understand that each of the Platforms has its own terms of use that relate to posting Content.
  - b. I understand that certain Platforms retain the right to store the Content you have provided to Sprouts, even if Sprouts removes the Content from the

Platforms. You may locate those Platform terms of use at the respective Platform's home pages.

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By entering my name below, I agree to these Terms and Conditions as set forth above.

Name: \_\_\_\_\_

Date: \_\_\_\_\_