

NON-EXCLUSIVE LICENSE AND WAIVER OF MORAL RIGHTS (“LICENSE”)

Between:

TOYOTA CANADA INC.,1 Toyota Place, Toronto ON M1H 1H9 (“Licensee”)

-and-

(Name of child who created the Dream Car Design – “Licensor”)

WHEREAS Licensor is the sole author and owner of any and all copyright and other related rights in the original Dream Car design (the “Works”) submitted as part of the *Toyota Dream Car Art Contest* (the “Contest”);

AND WHEREAS Licensee’s parent or legal guardian is submitting the Works to Licensee as Licensor’s voluntary entry in the Contest;

AND WHEREAS Licensee wishes to have the right to produce, reproduce, publish, make available, distribute, modify and create derivative works from the Works for advertising and promotional purposes under licence from Licensor;

NOW THEREFORE, for the opportunity to participate in the Contest and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

LICENCE & WAIVER OF MORAL RIGHTS

1. Licensor grants to Licensee a non-exclusive, worldwide, irrevocable, perpetual licence to produce, reproduce, publish, make available, distribute, convert into a dramatic or artistic work or a cinematographic film, modify and create derivative works from the Works for any advertising, promotional or other related purposes that Licensee in its sole discretion may elect, together with the right to sub-license such rights to any subsidiary, agent or affiliate of Licensee;
2. Licensor hereby waives in favour of Licensee and all others claiming through Licensee any and all moral rights (or rights of a similar nature) that Licensor now owns or enjoys or could ever own or enjoy throughout the world.

REPRESENTATION & WARRANTY

1. Licensor warrants and represents that:
- a. the Works are wholly original and that Licensor is the sole author and creator of the Works and controls all rights in and to the Works and all elements thereof;

b. the Works and all elements thereof do not infringe upon the rights of any third party and the reproduction, publication, distribution or other making available of the Works by Licensee anywhere in the world will not infringe upon the rights of any third parties; and

c. Licensor has the right and power to enter into this Licence Agreement and to grant the rights granted herein;

DATED
AT

THIS

DAY OF

20

(CITY)

(DAY)

(MONTH)

(YEAR)

(Licensor signature)

(Witness name and address)

(Witness signature)

TO BE COMPLETED BY LICENSOR’S PARENT/LEGAL GUARDIAN

I, the undersigned, represent that I am the [mother, father, legal guardian] of the Licensor named above, and I hereby:

- Expressly consent to the Licensor signing the above License; and
- Agree to become a party to, and to be legally bound by, all of the terms of the above License in my personal capacity as if I myself were the Licensor;

DATED
AT

THIS

DAY OF

20

(CITY)

(DAY)

(MONTH)

(YEAR)

Full name of mother, father, legal guardian of the Licensor

()
Phone number of mother, father, legal guardian of the Licensor

Signature of mother, father, legal guardian of the Licensor

(Witness name and address)

(Witness signature)