

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Party that included "#YESMTBANK" within their submission of one or more photographic images (referred to below as the "Releasor") and Manufacturers and Traders Trust Company, a New York chartered bank with its principal offices located at One M&T Plaza, Buffalo, New York 14203 ("M&T Bank"), agree as follows:

1. I hereby irrevocably grant to M&T Bank, its subsidiaries and affiliates, and their respective legal representatives, agents and assigns, and any person acting with the authority and permission of any of the foregoing (collectively, "M&T") the unrestricted, perpetual and world-wide right and permission to, without monetary compensation, use, re-use, publish, republish, reproduce, sell, broadcast, electronically store, display, distribute, and copyright in the name of M&T: (a) any photographic or video images of the Releasor, (b) any recording of the Releasor's voice, (c) any listing of the Releasor's biographical information, (d) any other rendering of the Releasor or indicia of the Releasor's identity and (e) any text, statements, or other material or communications, prepared or created by M&T at their own expense, which depicts, quotes or otherwise is attributed to the Releasor with respect to the ownership or use by the Releasor, and/or by another person or entity related to the Releasor, of or relating to M&T, or any product or service sold, provided or otherwise distributed by or on behalf of M&T (collectively, the "Identifying Media") in any printed, audio, video, or electronic form, or in any format, foreseeable or otherwise, including on Internet-based media (including, without limitation, social media), and in broadcast media (including, without limitation, radio and television media), illustrations, promotions, art, editorial material, communications, advertising or marketing material and/or trade materials (collectively, the "Produced Media").
2. I agree that M&T is and will be the sole and exclusive owner of all right, title, and interest in and to the Produced Media, including all copyrights and other intellectual property rights therein, in perpetuity throughout the universe.
3. I further grant to M&T the use of the above-described Identifying Media in composite or distorted form in the Produced Media, without restriction as to changes or alterations, in conjunction with the Releasor's own or a fictitious name or reproductions thereof in color or otherwise, made through any medium, or for any other purpose whatsoever. I hereby waive any right that the Releasor may have to inspect or approve the Produced Media, or any other finished product or products described in any of the foregoing and the advertising, marketing, or communication copy or other matter that may be used in connection therewith or the use to which it may be applied.
4. I hereby release and discharge M&T, and agree to hold M&T harmless, from any liability whatsoever, including for any demand, action, cause of action, claim of payment (including, without limitation, any claim of royalties or licenses owed), and including (without limitation) any actions of libel or invasion of privacy, with regard to any use, re-use, publishing, republishing, reproducing, selling, broadcasting, electronically storing, displaying and/or distributing any of the Identifying Media, including any blurring, distortion, alteration, optical illusion or use in composite form of any Identifying Media, whether intentional or otherwise, that may occur or be produced in the collection, capturing and/or use of said Identifying Media or in any subsequent processing thereof.
5. I hereby warrant that I am at least 18 years of age and that I have the right and legal capacity to enter into this Release on behalf of myself, on behalf of the Releasor if such Releasor is less than 18 years of age, and/or on behalf of any additional parties appearing in the Identifying Media.
6. I have fully read and understand the contents, meaning, and impact of this Release and I am fully familiar with the contents hereof and, further, understand that this Release shall be binding upon any of the Releasor's respective heirs, legal representatives and/or assigns. I also understand that the above authorizations, releases and other provisions will inure to the benefit of any person or entity who recorded or otherwise captured any of the Identifying Media and to any assignees, heirs, legal representatives, agents and licensees of M&T. I FURTHER UNDERSTAND THAT, BY SIGNING AND DELIVERING THIS RELEASE, I AM GIVING UP SUBSTANTIAL RIGHTS THAT THE RELEASOR MIGHT HAVE, INCLUDING (WITHOUT LIMITATION) THE RIGHT TO SUE M&T FOR INVASION OF PRIVACY OR FOR FUTURE POTENTIAL REVENUES.
7. I agree that this Release is intended to be interpreted as broadly and inclusively as is permitted by applicable law and shall be governed by, and interpreted in accordance with, the law of the State of New York. I further agree that, in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable in accordance with their and its terms. Further, I agree and understand that any waiver of a right under this Release does not prevent the exercise of any other right.

**By including #YESMTBANK within the submission of Identifying Media, I hereby acknowledge that I have read and agree with all of the above statements.**

**If this Release is being acknowledged, agreed to and delivered by a parent, guardian or other representative of a minor or other person who does not have the legal capacity and/or competency to sign and deliver this Release (herein, a "Minor or Other Party"), by including #YESMTBANK, I am hereby certifying that I am signing this Release as if such Minor or Other Party was the Releasor and, as such, am further certifying: (a) that I am the parent, guardian or other valid legal representative of, and that I have legal responsibility for, the Releasor, (b) that I have the power and authority to sign this Release on behalf of the Releasor and (c) that I am expressly agreeing to the provisions of this Release on behalf of the Releasor. Additionally, I agree to indemnify, and hold harmless, M&T from any harm that may arise from my breach of the foregoing.**