

XYZnetworks Pty Limited (**XYZ**) owns and operates Channel [V], an Australian subscription television channel. Channel [V] in conjunction with MySpace is creating a program called *MySpace Mixtape* based on music video recommendations made by MySpace users (**You/Your**) on the Channel [V] MySpace site.

By contributing to the Channel [V] MySpace site You agree that:

- (i) XYZ may use, edit and reproduce and authorise the use, editing and reproduction of Your MySpace name, Your MySpace profile picture and any contribution that You make to the Channel [V] MySpace site (**Your MySpace Material**);
- (ii) XYZ has the right to broadcast and otherwise communicate to the public Your MySpace Material in all media at all times without restriction or limitation throughout the world (including all promotional purposes).
- (iii) You agree to fully release XYZ now and forever from and against all actions, suits, claims and demands which You may have against XYZ in respect of any infringement or violation of any personal and/or property rights of any sort (including without limitation defamation) arising directly or indirectly from the use of Your MySpace Material.
- (iv) You undertake that Your MySpace Material will not be defamatory, fraudulent, deceptive, misleading, generally offensive, a breach of confidence or a breach of any person's right of privacy.
- (v) You undertake that Your MySpace Material will be original to You and that You will not include any third party material (including without limitation music, scripts, performances etc) in Your MySpace Material unless You have first obtained written consent from that third party or parties allowing You to use that material in this context.
- (vi) You unconditionally waive all of Your rights at any time to seek or obtain injunctive relief to prevent or restrict XYZ's use of Your MySpace Material.