

PARTICIPANT CONSENT AND RELEASE

Purpose and Overview of the Session

The undersigned participant (“Participant”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agrees to the terms and conditions of this agreement. Participant desires to participate in one or more market research, surveys, or focus group studies (each a “Session”) facilitated by Rathbone Falvey Research LLC, an Idaho limited liability company (“RFR”) and sponsored or commissioned by one or more third-party clients of RFR (collectively “Sponsor”). Participant is informed that (a) the purpose of the Session(s) includes to examine awareness about the dangers of youth vaping; (b) the opinions and experiences of Participant is important to better understand Participant’s knowledge and experience with youth vaping; and (c) RFR plans to use this information in connection with Sponsor’s anti-vaping or similar campaigns.

Data and Personal Information Collection

In connection with a Session, Participant will be requested to share with RFR Participant’s personal experiences, observations, opinions, ideas, demographic data (age, sex, race, etc.), and other survey/study materials and responses (collectively “Data”), as well as certain personally identifying information, including Participant’s name, contact information, date of birth, and IP address (“Personal Information”). Participant’s participation in a particular Session will involve the collection of such Data and Personal Information through or in connection with one or more written interactions (e.g., online survey, questionnaire, or discussion board). Participant acknowledges and consents to the collection of such Data and Personal Information by RFR, including its agents, successors, and assigns.

License Grant for Use of Data

Participant grants to RFR and Sponsor (including their respective principals, employees, successors, assigns) a perpetual, irrevocable, worldwide, royalty-free license to use all Data, comments, feedback, personal experiences, personal observations/opinions, and other ideas shared in connection with a Session, without notice or acknowledgment to Participant, for any purposes whatsoever, including, but not limited to, product development and research purposes (including third-party research and marketing campaigns).

Protection and Use of Personal Information

It is RFR’s policy to protect Participant’s Personal Information subject to and in accordance with this agreement and applicable law. RFR will maintain reasonable safeguards to protect Personal Information in RFR’s possession against unauthorized disclosure; however, complete security can never be guaranteed. Participant agrees that RFR may use Participant’s Personal Information for internal business purposes. Further, RFR may share Participant’s Personal Information with its partners, clients, and Sponsor, provided; however, Participant’s personally identifying details will be removed or anonymized (IP addresses may be shared without anonymization). Further, Participant acknowledges Data and Personal Information provided may be disclosed when requested by a governmental agency having jurisdiction, a court of competent jurisdiction, or other operation of law.

Voluntary Participation and Withdrawal

Participation in any Session and the provision of Participant’s Data and Personal Information is entirely voluntary. Participant may withdraw from a Session at any time upon prior written notice to RFR (at vina@rathbonefalvey.com). Participant’s withdrawal from a Session will not terminate this Consent for any reason. Participant’s withdrawal from a Session may disqualify Participant, in RFR’s sole discretion, from participating in any other Session(s). Upon withdrawal from a Session, Participant’s Personal Information will be deleted in accordance with RFR’s applicable policies and procedures.

Release of Liability

PARTICIPANT FULLY AND FOREVER RELEASES, WAIVES, AND DISCHARGES RFR, SPONSOR, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND INSURERS (EACH, A "RELEASED PARTY", AND COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL DAMAGES, CLAIMS (INCLUDING NEGLIGENCE CLAIMS), LAWSUITS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), AND ANY OTHER LIABILITY OF ANY KIND, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE SESSION(S). PARTICIPANT AGREES NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST ANY RELEASED PARTY, AND FOREVER RELEASE AND DISCHARGE RFR AND ALL OTHER RELEASED PARTIES FROM LIABILITY UNDER SUCH CLAIMS.

Indemnification

PARTICIPANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RFR AND ALL OTHER RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, AND COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATING TO PARTICIPANT'S PARTICIPATION IN THE SESSION(S).

Governing Law and Agreement Validity

If any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. This agreement, and its interpretation and enforcement, shall be controlled by Idaho substantive law. This agreement is binding on and shall inure to the benefit of RFR, Sponsor, and Participant, and their respective heirs, successors, and assigns.

Participant Acknowledgment and Agreement

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT VOLUNTARILY, FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I AGREE THAT THIS AGREEMENT, AND ITS INTERPRETATION AND ENFORCEMENT, SHALL BE CONTROLLED BY IDAHO SUBSTANTIVE LAW.

Parent/Guardian Consent for Minor Participants

FURTHER, IF PARTICIPANT IS A MINOR, THE UNDERSIGNED, AS THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTANDS THE TERMS AND CONDITIONS OF THIS CONSENT, THE NATURE OF THE SESSION(S), IS FAMILIAR WITH THE MINOR'S EXPERIENCE AND CAPABILITIES, AND REPRESENTS AND WARRANTS THAT THE MINOR IS QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL AND MENTAL CONDITION TO PARTICIPATE IN SUCH SESSION(S). THE UNDERSIGNED REPRESENTS AND WARRANTS TO HAVE THE LEGAL RIGHT TO CONSENT ON BEHALF OF PARTICIPANT TO THIS CONSENT AND, BY SIGNING BELOW, CONSENTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONSENT.