

MEMORANDUM

TO: All Franchisee Employees
FROM: California Alliance of Family Owned Businesses
RE: Submitting Videos to the [INSERT CAMPAIGN NAME]

California Alliance of Family Owned Business (“CAFOB”) is collecting videos from franchisee employees highlighting their work environment.

As an employee of a franchised restaurant, you have the opportunity to submit a video recording to CAFOB in which you share your work experiences. The video footage you submit may be used in media produced and distributed by CAFOB.

Participation in this video project by submitting your own video to CAFOB is entirely voluntarily. There is no obligation for any of you to participate in any manner. Your job will not be affected by whether you participate or not. Furthermore, regardless of your decision, there will be no prejudice or benefit to you. If you do participate, you will not get any rewards or benefits from your the company that employs you. If you do not participate, you will not be penalized or discriminated against in any way by the company that employs you.

Any participation in this video project is entirely voluntarily and not part of your job responsibilities. You will not be paid for, or entitled to, any wages or compensation for any time spent participating in the video project (including speaking with the video production team, being recorded by the video production team, planning and/or preparing your own video, filming your own video, and submitting your own video). You do not need to inform anyone if you choose not to participate.

Again, the decision whether or not to participate is solely yours to make.

ACKNOWLEDGMENT AND CONSENT TO VIDEOTAPING

CAFOB plans to make and distribute videos that highlight its franchisee employees’ and their work environment. To support this effort, you understand that CAFOB will be compiling video recordings voluntarily submitted by employees for inclusion in various media to be prepared and distributed by CAFOB. By entering this site and submitting videos and other images, you hereby grant permission to CAFOB to use the videos and images in media it produces and distributes. You also grant CAFOB the right to your image, likeness and sound of your voice as recorded on photo or video tape without payment or any other consideration. You also understand and agree that any video footage you submit and your picture, video, and answers to the questions asked of you will become the property of CAFOB and will not be returned or otherwise distributed to you.

By clicking the agreement box and entering this site, you understand this permission signifies that photographic or video recordings of you may be electronically displayed via the Internet or in a public setting.

There is no time limit on the validity of this Acknowledgement and Consent nor is there any geographic limitation on where these materials may be distributed

You acknowledge and understand that:

- Participation in any videotaping by the Company and/or a third party acting on the Company’s behalf is completely voluntary;
- The decision to prepare and submit a video footage for use in a video by CAFOB is completely voluntary;
- No member of the Company’s management or supervisory team, or any individual acting on the Company’s behalf has pressured, forced, or coerced you into participating in any videotaping either by the Company, a third party acting on the Company’s behalf, or yourself;
- The voluntary decision to participate in any videotaping or to record your own video footage will not affect your job or the terms and conditions of your employment with the Company;
- Participation in any videotaping either by yourself, the Company, and/or a thirty party acting on behalf of the Company will not result in any rewards or benefits for you;
- You do not have to answer any questions asked of you during the videotaping and will not answer any question which you may view as being private or otherwise affecting your rights;
- You have the right to not participate in any videotaping;
- Your participation in any videotaping and/or your own recording of video footage is on your own personal time;
- Participating in preparing, recording, and/or submitting the video footage is outside the course and scope of your employment with the Company;

- You will not be paid for, or entitled, to any wages or compensation for any time spent participating in the video project (including speaking with the video production team, being recorded by the video production team, planning and/or preparing your own video, filming your own video, and submitting your own video);
- If you choose not to participate in any videotaping, there will be no reprisals against you by any member of the Company's management or supervisory team, or by any individual acting on the Company's behalf;
- You hereby expressly release, discharge, and agree to hold harmless the Company, its officers, employees, representatives, and agents and all persons acting under its permission or authority, from any and all claims whatsoever (including without limitation under defamation, invasion of privacy, California common law right of publicity, any applicable state right of publicity laws, California Civil Code section 3344, or any and all claims to any compensation or further consideration by the Company) in connection with the use of the video footage for the purposes stated herein

By clicking the agreement box and entering this site, you hereby state and declare that you have read and fully understand the above and that your participation in this matter will be without compensation, is entirely of your own free choice, is done on your own free time, and, is without any threat, intimidation or coercion on the part of anyone.