

Phonak Consumer Testimonial Form

The experiences and opinions of people who use our products are the best tools for helping others in similar situations. For that reason, we would appreciate you taking a few moments to tell us about yourself and your experiences with Phonak. This information may be used for promotional materials (see details below).

Thank you for your choosing Phonak for your hearing healthcare needs and for taking the time to share your experiences.

Date:

Patient name:

Your Name/Role (if different):

Hearing healthcare provider:

Subject (Specific product,
person, customer service, etc.):

Images/Video provided: Yes/No

Describe your experience with Phonak (product(s), people, service, etc.)

Continue on next page as needed

Participant Release Agreement

By signing this document, the undersigned declares the following:

1. I have agreed to allow my story about my treatment for hearing loss and purchase and use of hearing aids from Phonak LLC. Phonak LLC and its affiliates (including its parent, Sonova Holding, AG and its charitable and philanthropic-related affiliates) shall be collectively referred to herein as “**Phonak.**” I further allow my image, likeness, biographical information, statements and story (collectively, the “**Materials**”) to be used by Phonak in various marketing and advertising collateral promoting Phonak and its products.
2. For good and valuable consideration herein acknowledged as received, by signing this Participant Release Agreement (the “**Release**”) I hereby irrevocably grant a non-exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free right and license to Phonak to use the Materials in any Media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the Materials may be combined with other images, text and graphics, and cropped, adapted, altered, converted, digitized or modified. For the purpose of this Release, “**Media**” means all media including digital, electronic, print, television, film and other media now known or to be invented.
3. I agree that I have no rights to the Media incorporating the Materials and all rights belong to Phonak. I further understand there will be no monetary compensation paid to me, either directly or indirectly, in connection with the use of the Materials and any use of promotional or other materials which may be derived from the same. I acknowledge and agree that I have no further right to additional consideration or accounting, and that I will make no further claim for any reason. I acknowledge and agree that this Release is binding upon my heirs, assigns and personal representatives. I agree that this Release will be governed by the laws of the state where I reside.
4. I waive any moral rights I may have in the Materials. I waive any right to inspect and/or approve the finished work that may be used in connection with the Media using the Materials or the use to which said finished work may be applied.
5. I release and agree to hold harmless Phonak, its officers, directors employees, agents, nominees, affiliates and others for whom or by whom Phonak is acting, of and from any liability by virtue of its producing or using the Media including the Materials, including the testimonial/biographical data I supplied.
6. I represent that the Materials accurately represent my experience and results in connection with Phonak and its products, and I have disclosed to Phonak any material connection with Phonak. I agree that nothing in this Release obligates Phonak to make any use of the Materials. I also represent that I have obtained the full authority and rights necessary to grant this Release, and that the exercise of such grant by Phonak will not violate any third-party rights.
7. By signing this Release, I hereby warrant that I am of full legal age and (or, if a minor, that my parents or legal guardian) have read this Release and understand it and that all of the information is true, accurate and complete. Further, I understand and agree that this document is a legal and binding Release and is fully enforceable in a court of competent jurisdiction.

Date:

Patient Name (please print):

Patient Current Age:

Patient Place of Residence:

Patient Signature (Parent/Guardian if patient is a minor):

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**Please return form and
images/videos to:**
Sabine.krauss@phonak.com