



# Yukon Mint™

## GOLD COIN DESIGN CONTEST 2018

### RIGHTS TRANSFER AGREEMENT

**Between:**      **Name of Artist:** \_\_\_\_\_ (the “Artist”)

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**And:**            **Yukon Mint Corporation** (“Yukon Mint”)

In consideration for participating in this YUKON MINT GOLD COIN DESIGN CONTEST 2018 (the “Contest”), the sufficiency of the consideration is hereby acknowledged, I or if I am below the age of 19 years then my parent/legal guardian, hereby:

1. Confirm that I have read and understand the information set forth in the document entitled “*Yukon Mint Gold Coin Design Contest - ‘My Kaska Nation’ - Information Package and Contest Rules*” (the “Contest Rules”), and agree that the Contest Rules are incorporated herein and shall apply to my participation in the Contest.
2. Understand and agree that the designs, descriptions, titles and other material submitted by the Artist with this entry (the “Submission Materials”) will, upon successful selection of such Submission Materials as a winner or runner up by Yukon Mint, become the exclusive property of the Yukon Mint and will not be returned. Submission Materials that are not selected, will be returned only on request by the Artist.
3. Represent and warrant to the best of my knowledge that the coin design submitted in the Submission Materials (the “Coin Design”) is my original design, and that I solely hold and own the rights to such Coin Design.
4. On the condition that the Coin Design is selected as the winning design or a runner up design,
  - 4.1. sell, assign and transfer to the Yukon Mint all my interest throughout the world in and to the copyright in the Coin Design for use by Yukon Mint in any manner at its sole discretion as provided in the Contest Rules;
  - 4.2. waive all claims to moral rights I, as the creator of the Coin Design, may have in the Coin Design in favour of the Yukon Mint for all purposes and for the full term of the moral rights;

- 4.3. sell, assign and transfer to the Yukon Mint all my interest throughout the world in and to the industrial design or design patent in the Coin Design, and to any such industrial design, design patent, or similar design registration issuing therefrom for the full term for which such design registration is granted;
- 4.4. agree that upon request by or on behalf of the Yukon Mint, and without compensation but at its expense, I and my legal representative will perform all lawful acts, including the signing of further documents and the giving of evidence, that may be necessary or desirable for obtaining, sustaining, or enforcing any copyright or design right throughout the world for the Coin Design, and for perfecting, recording or maintaining title to the Coin Design or any registration therein in the name of the Yukon Mint, its successors and assigns; and
- 4.5. agree to defend the Yukon Mint against any copyright or other claims brought against it or against the Coin Design if I am in breach of clause 3 above, including but not limited to fully cooperating with and providing information to the Yukon Mint, and even paying for any legal defense or judgment in the case.
- 5. Acknowledge that if section 4 above takes effect, then I or anyone else will not be able to use the Coin Design, or any design similar to the Coin Design, in any manner whatsoever without the written permission of the Yukon Mint, which it can withhold at its sole discretion.
- 6. Legal Matters: This Agreement will be subject to the laws of the Yukon, and any dispute will be within the jurisdiction of the courts of the Yukon. This Agreement is personal to the Artist and may not be assigned by the Artist. This Agreement will enure to the benefit of, and be binding upon the parties hereto and their respective heirs, executors, administrators and permitted assigns, as applicable. This above provisions of this Agreement shall be determinative in the event of any conflict between the Contest Rules and this Agreement. Time is of the essence herein.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed and delivered as of the date noted below.

Signature of Artist: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_

(if artist is under 19 years of age)

Print Name of Parent or Legal Guardian: \_\_\_\_\_

**Accepted by Yukon Mint Corporation (dba Yukon Mint)**

**Per:**

\_\_\_\_\_

**Signing Officer**