

**CREATE ARTWORK FOR “BILL & TED FACE THE MUSIC”  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR RECEIVE AN INCENTIVE IN THIS CREATIVE INVITE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED.**

**INTERNET ACCESS REQUIRED FOR ENTRY. THIS OPPORTUNITY IS OPEN ONLY TO INDIVIDUALS WHO ARE EIGHTEEN (18) YEARS OF AGE OF MAJORITY IN THEIR JURISDICTION OF PRIMARY RESIDENCE AND WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA AT THE TIME OF SUBMISSION. VOID WHERE PROHIBITED.**

**BY PARTICIPATING IN THIS CREATIVE INVITE, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES BY YOU TO THE RELEASED PARTIES (DEFINED IN SECTION 12 BELOW), A CLASS ACTION WAIVER AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**OBJECTIVE OF THIS CREATIVE INVITE:** Create artwork inspired by the feature motion picture *Bill & Ted Face the Music* (the “Film”). All submission must be made in JPEG, PNG, GIF, or MP4 formats, max size 10MB and comply with these Official Rules, including the Submission Requirements below.

**1. INCENTIVES:**

Sponsor and Orion Distribution Corporation, LLC (“Orion”) invite visual Creators from around the world (“Creators”) to create and submit artwork inspired by the Film (“Submissions” or “Works”). All Submissions must comply with the Submission Requirements set forth in Section 5 below.

Subject to verification, Orion in its sole discretion will select five Submissions, and the Creators who created those Submissions (“Selected Creators”) will receive Two Thousand Dollars (US\$2,000) each and the opportunity to potentially receive exposure of their selected artwork (i) in Orion’s official marketing campaign for the Film and (ii) across the Orion digital and marketing and social channels, including, without limitation, printed materials, outdoor billboards, murals and merchandise (the “Incentive”). The approximate retail value of the Incentive is Two Thousand Dollars (US\$2,000).

No transfer, refund, cash redemption, substitution, cash equivalent or replacement of any Incentive by any Selected Creator is permitted, except that Sponsor reserves the right, in its sole discretion, to substitute an incentive of equal or greater value (or cash equivalent) for any reason. In the event the ARV of an incentive is different from the actual retail value of that Incentive, the difference will not be awarded in cash. Applicable federal, national, state, territorial, and local taxes, as well as any other expenses not specified in these Official Rules as being awarded as part of the Incentive, are the sole responsibility of the Selected Creators, as applicable. Any portion of the Incentive not accepted or unclaimed and/or unused by any

Selected Creator will be forfeited and will not be substituted. In no event will more than the stated number of Incentives be awarded. Incentives, if legitimately claimed, will be awarded. Incentive details not specifically stated in these Official Rules will be determined in Sponsor's sole discretion. Sponsor is not responsible for and will not replace any lost, mutilated or stolen Incentive or any Incentive that is undeliverable or does not reach a Selected Creator because of incorrect or changed contact information.

**2. GRANT OF RIGHTS:** All Creators, whether Selected Creators or not, hereby acknowledge and agree that the Film and all intellectual property rights embodied therein, and all derivative works and rights thereof including the images or other assets (collectively, the "Film IP") is the sole and exclusive property of Orion. No Creator, whether Selected Creators or otherwise, shall obtain any right or interest of any kind whatsoever in the Film IP. An entrant's rights to use Film IP is strictly limited to entering this Creative Invite in accordance with these Official Rules.

All Creators who are not Selected Creators shall retain ownership in the original portions of their Work that do not contain or are not derivative works of the Film IP. However, by submitting the Work, Creator irrevocably hereby grants to Orion, its parent, affiliates and subsidiaries and each of their respective licensees and assigns, a worldwide, non-exclusive, royalty-free license to use the Work for three (3) years from the date the Selected Creators are announced as described in Section 3 of these Official Rules for the purpose of displaying or otherwise using the Work across their various marketing platforms in association with the Film. Any Creator's ownership in a Submission is subject to and restricted by Orion's underlying rights in the Film and the Film IP.

All Selected Creators in exchange for the Incentives set forth above, hereby irrevocably assign to Orion, its parent, affiliates, subsidiaries, and each of their respective licensees and assigns (collectively, "Orion"), all of their respective rights, title and interests in and to their selected Submissions, with such selected Submissions to be used by Orion, if at all, in any and all manners it deems appropriate pursuant to all rights under Copyright, worldwide, in perpetuity, in all media now known or later devised.

By participating in this Creative Invite, all Creators also grant to Sponsor a limited license to use any Submission for display on Sponsor's media channels, in connection with this Creative Invite, including but not limited to all promotional purposes related to this Creative Invite.

All Creators, whether Selected Creators or not, shall be allowed to only make personal use (e.g., personal portfolio purposes) of their respective Submissions, unless such entrant has first received the prior express written consent from Orion allowing such other use. In no event, may an Creator obtain a fee, royalty, advertising revenue, or any other payment in exchange for the Submission, other than those Selected Creators who receive the Incentive from Sponsor.

**NOTICE:** Orion will make good faith efforts to credit Creators whose Submissions are used by Orion, provided however, that the inadvertent failure to accord such credit shall not be deemed a breach of these Official Rules nor a violation of any rights under Copyright. Selected

Submissions will be owned by Orion, and credit in such works shall be subject to Orion's sole discretion.

### 3. KEY DATES

Launch: June 22, 2020 at 12:00 PM

Submissions must be received by July 20, 2020 at 10:00 AM.

Selection Period Starts: July 20, 2020 at 12:00 AM

Selected Creators Announced: July 31, 2020

*All times are in U.S. Pacific Standard Time.*

SEE SPECIFIC CREATIVE BRIEF WEBSITE FOR ADDITIONAL INFORMATION.

The submission period for the Creative Brief is described on the Creative Brief website (the "Creative Brief Site") and shall begin and end on the dates and times set forth above and/or on each Creative Brief Site (the "Submission Period"). The Creative Brief is governed by and subject to these Official Rules.

### 4. ELIGIBILITY.

The Creative Brief and these Official Rules are void where prohibited by law, and are subject to applicable laws. Creators must be residents of the United States of America, at least 18 years of age and the age of majority in the jurisdiction of their primary residence at the time of submission. **It is the obligation of all Creators to ensure that participating in this Creative Brief and, as applicable, the receipt of any Incentive, complies with all laws, rules and regulations of the jurisdiction of which such Creator is a legal resident.** Proof of residency and age may be required.

Employees, officers, members, directors, officers, managers, agents, and representatives of Orion, the Sponsor, and each of their respective corporate partners, parent companies, subsidiaries, divisions, affiliates, assigns, successors in interest, advertising or promotional agencies or partners, and any other party participating in the development, design, administration, or fulfillment of this Creative Brief (collectively, the "Creative Brief Entities") and the immediate family and household members of such individuals, are not eligible to enter or be chosen as a Selected Creator. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, legal guardian, legal ward, spouses or domestic partners, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to participate in the Creative Brief Creator must fully comply with these Official Rules, the Terms and Conditions and Privacy Policy and, by entering the Creative Brief, Creator represents and warrants that Creator agrees to be bound by these Official Rules, the Terms and Conditions and Privacy Policy, and the decisions of Sponsor and the Orion-designated judges, whose decisions shall be binding and final in all respects relating to this Creative Brief. If there is any conflict between these Official Rules and the Terms and Conditions and Privacy Policy, these Official Rules shall control.

## **5. HOW TO SUBMIT YOUR WORK/SUBMISSION REQUIREMENTS.**

To submit your work for the Creative Brief, during the Submission Period, visit the Creative Brief Site and follow the instructions, which will require, among other things, that Creator create and submit via electronic transmission an original work of authorship as specifically described in these Official Rules and the Creative Brief Site. By participating and submitting a Work, Creator agrees that Creator has read and consents to be bound by these Official Rules, the Terms and Conditions and Privacy Policy.

Sponsor, Orion and the Judges or their designated representatives reserve the right to disqualify any Work or Creator from the Creative Brief and remove any Work that does not conform to these Official Rules, including, without limitation, the Submission Requirements set forth below, the Terms and Conditions or Privacy Policy as determined by Sponsor/Orion/Judges in their sole discretion. Creator will not be notified as to whether a Submission has been disqualified and removed.

Each Submission must also comply with the following "Submission Requirements":

(a) All Submissions must be submitted in JPG, PNG, GIF, or MP4 formats.

(b) The Work must be Creator's own original work, created solely by Creator or content that incorporates materials from the public domain; must not have been previously published, released or distributed in any form; must not have won any award; and must not infringe or violate the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity. All third party content and content unoriginal to you is prohibited, (i) unless, as determined by Orion in its sole discretion, is a non-infringing use of third-party content that is incidental, in the background, and/or not the focal point of any Work and/or (ii) except that you may include Orion IP, including, Orion's' names, trademarks, logos or other property associated with the Film or with Orion, as well as depict or reference talent and filmmakers, if authorized by Orion (collectively, the "Film Content"). You may not include any licensed stock images of any sort in your submission. The Film Content is allowed solely for use by you for entry into this Creative Brief and may only be used in a positive and non-disparaging manner.

(c) Except as set forth on the Creative Brief Site, the Work must not contain or reference any names, products or services of any company or entity or any third party trademarks, logos, trade dress or promotion of any brand, product or service.

(d) If any persons appear or are referred to in the Work with the exception of talent included in the Film, Creator is solely responsible for obtaining, prior to submitting Creator's Work, any and all releases and consents necessary to permit the exhibition and use of the Work by Sponsor and Orion if any person appearing in any Work is under the age of majority in their

jurisdiction of residence, the signature of a parent or legal guardian is required on each release. Creator agrees to provide Sponsor with written confirmation of those permissions and rights upon request.

(e) Any Work that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, unlawfully harassing, profane, hateful, indecent, blasphemous, or injurious or any Work that otherwise contains inappropriate content or objectionable material may not be submitted and may be removed at any time in Sponsor's sole and unfettered discretion.

(f) The Work must not contain any personally identifiable information of any person other than Creator. Should Creator include personally identifiable information about Creator in the Work, Creator acknowledges and agrees that such information will be disclosed publicly and Creator is solely responsible for any consequences thereof.

(g) Creator may not be (nor may Creator work with parties in conjunction with the Submission who are: 1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Orion's and/or Sponsor's ability to display Creator's Work in any media form; 2) subject to an acting or modeling contract that would make Creator's/their appearance in the Work a violation of any third-party rights; or 3) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Orion and/or Sponsor from being able to use the Work as contemplated by this Creative Brief. Further, each Creator agrees **that his/her participation in this Creative Brief and agreement to these Official Rules and any Creative Brief Entity's display and use of the Work will not violate any agreement to which Creator or Creator's employer is a signatory or party.**

(h) The Work must: (i) not contain or describe any harmful or illegal activity or content or in any way violate any federal/national, state, provincial, territorial or local laws, rules or regulations; (ii) be suitable for presentation in a public forum; and (iii) not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Sponsor's or Orion's' products.

Sponsor reserves the right in its sole and unfettered discretion to disqualify any Work that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules, the Terms and Conditions or Privacy Policy. The decisions of Sponsor on this and all matters pertaining to the Creative Brief shall be final and binding.

ALL SUBMISSIONS MUST BE RECEIVED BY 09:59 AM US PT ON THE LAST DAY OF THE SUBMISSION PERIOD. Limit ten (10) Submissions per person throughout the Submission Period. Submissions by the same person in excess of the limits stated herein will be disqualified. Submissions will be deemed to have been submitted by the authorized account holder of the email address submitted used in connection with the submission provided that person meets the eligibility requirements in these Official Rules. "Authorized account holder" is defined as the

natural person who is assigned to an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Submissions received will not be acknowledged or returned. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF YOUR WORK. ANY ENTRY OR WORK THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE OFFICIAL RULES WILL BE DEEMED INELIGIBLE IN SPONSOR'S SOLE DISCRETION. Only submissions that are posted, identified and recorded on the Creative Brief Site's servers during the Submission Period will be considered. Other proof of submitting an entry (such as a printed or copied screen stating "Thanks for Entering" or similar) does not constitute actual receipt of the entry for purposes of this Creative Brief. The Creative Brief Site's database clock will be the official timekeeper for this Creative Brief. Each Creator should review all personal information entered for accuracy purposes and make all corrections necessary to inaccurate data before submitting his/her entry. Entries or participation that is forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made by any other individual or any entity or group, or originating at any web site other than as set forth specifically above, including, without limitation, through commercial promotion subscription notification or entering services, will be declared invalid and disqualified for this Creative Brief. As a condition of entering this Creative Brief, without limiting any other provision in these Official Rules, each Creator gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of complying with applicable laws, regulations, and rules. Sponsor may keep all Creator information for up to five (5) years after completion of this Creative Brief for business management and record keeping purposes.

## **6. SELECTION OF CREATORS**

On or about the "Selection Date" set forth above and/or on the Creative Brief Site, five (5) Selected Creators will be selected by the designated judges from among all eligible Submissions received, on the basis of: (i) substance; (ii) creativity; and (iii) originality to the *Bill & Ted Face the Music* theme.

Based on the above criteria, each of which will be given equal weight, the five (5) eligible Creators with the highest cumulative scores will be chosen as the Selected Creators to receive the Incentives as further described above. Odds of being selected depend on the nature, quality and number of eligible Submissions received. Decisions of Judges are final and cannot be appealed. In the event of a tie, the winner of the tie will be selected by a final vote of the Judges. Any Selected Creator will not be able to receive any Incentives until the Selected Creator submits all of the "Required Documents" (as defined in Section 8 below.)

## **7. CREATOR TEAMS**

In the case that Creators comprised of a team of individuals ("Creator Team"), all members of such team agree that: (i) the member of the Creator Team whose Talenthouse account is used to submit the Work to the Creative Brief shall be designated the team leader ("Team Leader"); (ii) the Team Leader is solely and exclusively responsible for distributing any Career

Opportunities or Incentives received by the Creator Team; (iii) all members of the Creator Team have read, understand and agree to be bound by the terms of this Agreement; (iv) all members of the Creator Team agree to release and hold harmless the Released Parties (as defined below) from and against any and all Losses (as defined below), in each case whether direct, indirect, or consequential, arising out of or relating to any dispute between or among any of the members of the Creator Team; and (v) the Team Leader agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, actions or proceedings of any kind brought by any members of the Creator Team and from any and all Losses arising out of or relating to any dispute between or among any of the members of the Creator Team, including but not limited to the distribution of any Career Opportunities or Incentives between or among the members of the Creator Team.

MEMBERS OF ANY CREATOR TEAM SHOULD CONSIDER ENTERING INTO THEIR OWN WRITTEN AGREEMENT REGARDING THE MEMBERS' RESPECTIVE RIGHTS AND RESPONSIBILITIES TO EACH OTHER IN CONNECTION WITH THEIR PARTICIPATION IN THIS CREATIVE BRIEF, INCLUDING HOW ANY CAREER OPPORTUNITIES AND INCENTIVES THAT ARE RECEIVED WILL BE DISTRIBUTED.

## **8. NOTIFICATION**

ALL SELECTED CREATORS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING.

During the Selection Period, the potential Selected Creator will be notified by mail, phone and/or e-mail, at Sponsor's discretion, using the information provided by the potential Selected Creator. The Sponsor shall have no liability for any notification that is lost, intercepted or not received by potential Selected Creators for any reason. In Sponsor's sole discretion, the potential Selected Creators may be disqualified and required to forfeit the Incentive, and an alternate potential Selected Creator may be selected in accordance with these Official Rules from among the remaining eligible submissions if the selected potential Selected Creator: (i) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the potential Selected Creator or notification is returned as undeliverable; (ii) declines or cannot accept, receive or use the Incentive for any reason; (iii) is found to be ineligible to enter the Creative Brief or receive the Incentive; or (iv) cannot or does not comply with these Official Rules, the Terms and Conditions or Privacy Policy. Sponsor is not obligated to leave voice mail, answering machines, or other message.

As a condition of entering this Creative Brief, the potential Selected Creators agree to complete, sign, have notarized (where applicable), and return (as directed by Orion or Sponsor) an Affidavit/Declaration of Eligibility, Release of Liability, Publicity Release, and/or Copyright License or Transfer/Assignment, tax forms, and Creative Asset Data Sheets identifying the source of each creative element included in your submission font, your original artwork, Orion provided imagery and assets (collectively, the "Required Documents") by the date specified in the notification or, in Sponsor's sole discretion, Incentive may be forfeited and an alternate Selected Creator may be selected in accordance with these Official Rules from among the remaining eligible submissions. The Required Documents is subject to verification by Sponsor.

Sponsor reserves the right to modify the notification and Required Documents procedures in connection with the selection of the Selected Creators. Upon Incentive forfeiture, no compensation will be given and Sponsor will have no responsibility or liability to that Creators. To claim an Incentive, each Selected Creator must follow the directions in his or her notification.

#### **9. PUBLICITY RELEASE; USE OF PERSONAL INFORMATION**

By participating in this Creative Brief, each Creator grants the Creative Brief Entities the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, Incentive information, biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Creative Brief Entities' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), worldwide, without any limitation of time and without notice, review or approval and each Creator releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates any Creative Brief Entity to make use of any of the rights granted herein and each Creator waives any right to inspect or approve any such use.

By participating in the Creative Brief, Creators will be sharing their personal information with Sponsor. Personal information collected may be shared with Orion and will be used for administration of the Creative Brief and awarding the Incentive and as set forth in the [Privacy Policy](#).

#### **10. LICENSE TO TALENTHOUSE/SIMILAR WORKS**

By participating in the Creative Brief, Creators grant the Sponsor a limited, worldwide, perpetual, non-exclusive, royalty-free, unconditional license and absolute right to post, publish, store, copy, transmit, publicly display, edit and exhibit, the Work (in whole or in part) on Sponsor's media channels in connection with the Creative Brief.

By participating in the Creative Brief, Creators acknowledge and agree that : (a) Orion and each of their respective agents, Creators, writers, representatives or licensees may now have similar scripts, treatments, concepts, artwork and/or ideas in development and/or may independently develop and use similar scripts, treatments, concepts, artwork and/or ideas; (b) any similarity between any Work that Creators submit and/or any materials already in development or independently developed hereafter by Orion or any of their respective agents, Creators, writers, representatives or licensees shall be coincidental; and (c) Creator shall have no rights whatsoever in or to, nor shall Creator make any claim against, any artwork, sketches, designs, concepts or ideas already in development, or that may hereafter be independently developed, by Orion and each of their respective agents, Creators, writers, representatives or licensees notwithstanding any similarity to any materials (including the Work) that Creator has submitted hereunder, and (d) the Work is not being submitted in confidence or in trust to Sponsorship or Orion and that no confidential or fiduciary relationship is intended to be created.



## **11. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION**

By participating in this Creative Brief, Creators represent and warrant as follows: (i) the Work complies with each of the Submission Requirements set forth above, (ii) the Work, as of the date of submission, is not the subject of any actual or threatened litigation or claim, and (iii) Creator has all necessary rights and permissions to submit his/her Work in this Creative Brief. Each Creators hereby agrees to indemnify and hold the Creative Brief Entities from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Creators hereunder.

## **12. DISCLAIMERS; NO TAMPERING; RIGHT TO CANCEL, MODIFY; GENERAL RULES**

The Creative Brief Entities and their respective employees, officers, members, representatives, agents, and directors (the "Released Parties") shall not have any obligation, liability, or responsibility, including any responsibility to award any Incentive to Creators, whether caused by a Released Party, the Creator, or by human error, with regard to: (a) submissions that contain inaccurate information or do not comply with or violate the Official Rules; (b) submissions, Incentive claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Creators who have committed fraud or deception in entering or participating in the Creative Brief or claiming the Incentive; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Selected Creator to accept the Incentive for any reason; (f) if an Incentive cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Orion and/or Sponsor's reasonable control; (g) any error, omission, interruption, defect, or delay in transmission or communication; (h) viruses or technical or mechanical malfunctions; (i) interrupted or unavailable cable or satellite systems; or (j) errors, typos or misprints in these Official Rules, in any Creative Brief -related advertisements or other materials. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in the Creator's email account to receive e-mail messages. Released Parties are not responsible for any changes or unavailability of the Creative Brief Site that may interfere with the Creative Brief or ability of Creator to timely enter, receive notices or communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Creative Brief. Released Parties are not responsible, and may disqualify any Creator, if his or her e-mail address or other contact information does not work or is changed without the Creator giving prior written notice to Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be: (a) tampering with the submission process or the operation of the Creative Brief, or with any website promoting the Creative Brief; (b) acting in violation of the Official Rules; or (c) submitting or

attempting to submit to the Creative Brief multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit submissions. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Creative Brief, Sponsor reserves the right to void the submissions at issue, and/or terminate the relevant portion of the Creative Brief promotion, including the entire Creative Brief promotion, and/or modify the Creative Brief and/or award the Incentive based upon the criteria set forth in these Official Rules from all eligible submissions received as of the termination date.

### **13. NO WARRANTY.**

TO THE FULLEST EXTENT PERMITTED BY LAW, PROMOTER AND SPONSOR MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE CREATIVE BRIEF, INCLUDING WITHOUT LIMITATION ANY:

- (a) WARRANTY OF MERCHANTABILITY;
- (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR
- (c) WARRANTY AGAINST ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN NO EVENT SHALL SPONSOR, ORION OR JUDGES, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, DIVISIONS, CONTRACTORS, SUBCONTRACTORS AND PARTNERS, TO THE EXTENT RESPONSIBLE FOR SPONSORING, FULFILLING, ADMINISTERING, ADVERTISING OR PROMOTING THE CREATIVE BRIEF, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS BE LIABLE TO CREATOR OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **14. RELEASE OF LIABILITY; DISCLAIMER OF WARRANTY; FORUM SELECTION CLAUSE**

By participating in the Creative Brief, Creators agree to release and hold harmless the Released Parties, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Creative Brief, or possession, acceptance and/or use or misuse of the Incentive or participation in any Creative Brief -related or Incentive-related activity and for any claims or causes of action based on publicity rights, copyright, trademark, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to Creators or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Creative Brief. Creators acknowledge that Orion and Sponsor have neither made nor are in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any Incentive or any component thereof, including, but not limited to,

express warranties provided by the supplier of the Incentive (or any component thereof) or their affiliates.

Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Creator or the Released Parties, in connection with the Creative Brief, shall be governed by, and construed in accordance with, the laws of the State of California (USA), without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. In addition, any dispute relating to the Creative Brief (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Los Angeles County, State of California. Creators hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non convenience or lack of personal jurisdiction they may have.

BY PARTICIPATING IN THE CREATIVE BRIEF, CREATOR AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CREATIVE BRIEF, OR ANY INCENTIVES AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS USD (\$10.00 USD), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND CREATOR IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**14. SPONSOR:** TLNT Group, LLC, 150 East 69th Street, Suite 5F, New York, NY 10021

**15. SELECTED CREATOR LIST.** To obtain a copy of a Selected Creators list for this Creative Brief, available after the Announcement date, visit <https://www.talenthouse.com> during the Submission Period, or send a self-addressed, stamped envelope , with the specific Creative Brief Name, to Sponsor within three (3) months of the Selection Date. Vermont residents may omit return postage with Official Rules requests.

**16. Copy of Official Rules:** To obtain a copy of the official rules, visit the official Creative Brief Site.

All Rights Reserved.