

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR RECEIVE AN AWARD IN THIS CREATIVE BRIEF. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED. VOID WHERE PROHIBITED BY LAW.**

**INTERNET ACCESS REQUIRED FOR ENTRY.**

**BY PARTICIPATING IN THIS CREATIVE BRIEF, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES (DEFINED IN SECTION 10 BELOW) FROM CREATORS, A CLASS-ACTION WAIVER, AND A LIMITATION OF CREATOR'S RIGHTS AND REMEDIES.**

**CREATIVE BRIEF TITLE:** Create static fan art for the DC FanDome event!

**SUBMISSION FORMAT:** Original artwork (JPG, PNG)

### **The Incentives:**

Sponsor (defined below) and DC, invite visual creators from around the world to create artwork inspired by the DC Universe. All submissions must comply with the Submission Requirements set forth in that section below.

Five (5) selected submissions, subject to verification, as chosen by DC will each receive \$2,000 USD and the opportunity to be featured (i) in marketing campaigns for *DC Universe*, and (ii) across the DC Universe digital and marketing channels, in all media now known or hereafter devised including without limitation, internet, social media, television, printed materials, outdoor billboards, murals and merchandise, such as t-shirts and posters.

**Use:** All entrants, whether the winning creators ("Selected Creators") or not, hereby acknowledge and agree that *DC Universe* intellectual property, and all intellectual property rights embodied therein, and all derivative rights thereof including the embodiment of the *DC Universe* (collectively, "*DC Universe IP*") is the sole and exclusive property of DC and all entrants, whether Selected Creators or not, shall not obtain any right or interest of any kind whatsoever in *DC Universe IP*. An entrant's rights to use the *DC Universe IP* is strictly limited to entering this Creative Brief in accordance with these Official Rules. All creators, whether Selected Creators or not, retain ownership only in the original portions of their Work (defined in Section 2 below) that do not contain or are not derivative of *DC Universe IP*. There is no assignment of any of your intellectual property rights in your Work to DC. However, by submitting your Work, you hereby grant to DC, its parent, affiliates and subsidiaries and each of their respective licensees and assigns, a worldwide, non-exclusive, royalty-free license for three (3) years from the date the Work is first displayed on Talenthouse's website for the purpose of using your submitted Work across their various marketing platforms in association with the DC Universe. All Selected Creators may be credited accordingly as determined by DC in its sole discretion. All non-Selected Creators may be credited accordingly. Any ownership by an entrant in the submitted Work is subject to and restricted by DCs' underlying rights in the *DC Universe IP*. All entrants, whether Selected Creators or not, shall be

allowed to only make personal use (e.g., personal portfolio purposes) of the submissions, unless such entrant has first received the prior express written consent from DC allowing such other use. In no event, may an entrant obtain a fee, royalty, advertising revenue, or any other payment in exchange for the submission, other than those Selected Creators who receive an incentive from Sponsor.

In exchange for the incentives set forth above, the Selected Creators grant DC, its parent, affiliates, subsidiaries, and each of their respective licensees and assigns, a worldwide, exclusive, royalty-free, perpetual license from the date the Work is displayed on Talenthouse's website for the purposes of entering this Creative Brief to use their submitted Work across their various marketing platforms for the promotion of DC Universe, in all media now known or hereafter devised including without limitation, internet, social media, television, printed materials, outdoor billboards, murals and merchandise, such as t-shirts and posters.

All submissions to this Creative Invite have the potential to be displayed in a Fan Gallery within the DC FanDome virtual event, outside of this Talenthouse Competition.

### **Key Dates**

Launch: June 16, 2020 at 6:00 AM

Submissions must be received by July 31, 2020 at 10:00 AM.

Fan Voting on Finalist Entries: August 22, 2020 during the DC FanDome event

Selected Creators Announced: September 4, 2020

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

### **Notice:**

Talenthouse respects your rights and does not claim copyright related to Works you submit. You retain full copyright in your submissions to the extent copyrightable under the applicable law and subject to DC's rights to *DC Universe IP* incorporated therein. In addition, your moral rights are respected. Whenever your Work is published by Talenthouse, you may be credited. Failure to provide accurate credit by Talenthouse shall be considered an error or oversight and shall not constitute a breach of these rules or an infringement of your copyright or create any liability for any Released Parties.

By participating in this Creative Brief you also grant Talenthouse a limited license to use any Work you submit for display on Talenthouse's media channels, in connection with this Creative Brief, including but not limited to all promotional purposes related to this Creative Brief.

SEE SPECIFIC CREATIVE BRIEF SITE FOR ADDITIONAL INFORMATION

The submission period for the Creative Brief is described on the Creative Brief site (the "Creative Brief") 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 these Official Rules. Void where prohibited by law.

### **1. Eligibility.**

The Creative Brief is open to those who are at least 18 years of age and the age of majority in their jurisdiction of primary residence at the time of submission. You are not eligible to participate in this Creative Brief if you are a national or legal resident of Brazil due to

competition and prize restrictions in Brazil. You are also not eligible to participate in the Creative Brief if you are a national or legal resident of any country in which the United States has embargoed goods (including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan, or Syria.) Full eligibility details are included in the Official Rules (linked below). Void where prohibited by law. **It is the obligation of all creators to ensure that participating in this Creative Brief and, as applicable, receipt of any incentive, complies with all laws, rules and regulations of the jurisdiction of which such creator is a legal resident/national.** Proof of residency and age may be required. Employees, officers, members, directors, officers, managers, agents, and representatives of DC, Warner Bros. Entertainment, Inc., 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 DC – and DC-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.

## 2. How to submit your work.

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 of an original work of authorship (the "Work") as specifically described above and at 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 or its designated representatives reserve the right to disqualify from the Creative Brief and remove any Work that does not conform to these Official Rules, including, without limitation, the Submission Requirements set forth in that section below, the Terms and Conditions or Privacy Policy as determined by Sponsor in its sole discretion. Sponsor will not notify a creator whether a Work has been disqualified and removed. Each Work must also comply with the following "Submission Requirements":

(a) The Work must be creator's own original work, created solely by creator (not copied, cut and pasted from elsewhere, for example) 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 DC 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 DC Universe IP, including DC names, trademarks, logos or other property associated with the DC Universe, as well as depict or reference talent and filmmakers (collectively, "*DC Universe Content*"). You may not include any licensed stock images of any sort in your submission. *DC Universe 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. You may submit Work previously submitted to other Creative Briefs on Talenthouse, so long as you own the rights, other than the DC properties/characters depicted and your submission have not been entered into any other contest.

(b) 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.

(c) If any persons appear or are referred to in the Work with the exception of talent included in *DC Universe* Content, 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 DC. 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.

(d) Any Work that is lewd, obscene, sexually explicit, pornographic, disparaging, 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.

(e) 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.

Creator may not be (nor may creator work with parties in conjunction with the Work who are):

1) represented under contract (e.g., by a talent agent or manager) that would limit or impair DC'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 DC 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.**

(f) 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, violent, sexually explicit, racist, pornographic, sexist, political, discriminating, religious, violent, offensive or dangerous behavior or use of Sponsor's or DC 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 creator throughout the Submission Period, each of which must be unique from one another. 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.

### 3. Incentives:

Incentives for the Selected Creator are described above and/or on the Creative Brief Site. 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 approximate retail value ("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.

#### 4. Selection of Creators.

On or about the "Selection/Voting Date" set forth above and/or on the Creative Brief Site, the finalist creators will be selected by DC and DC designated judges 'the Judges' from among all eligible submissions received on the basis of: (i) substance (33%); (ii) creativity (34%); and (iii) originality (33%).

Based on the above criteria the Judges' will select twenty-seven (27) qualified submissions to be featured within the DC FanDome site. During the virtual event on August 22, 2020 fans from around the world will vote on the submission they think is the most creative to help 'the Judges' choose five (5) Selected Creators from among the twenty-seven (27) finalists. Fans will cast a public vote based on creativity and following the DC FanDome event, 'the Judges' will review the finalist creators again taking the public votes into account. Five (5) eligible multimedia Creators will be chosen as 'the Selected Creators' to receive the incentives as further described above. Decisions of judges are final and cannot be appealed. A qualified submission is one which meets all the Terms & Conditions, guidelines located within the Creative Brief and Official Rules. In the event of a tie, the entry with the higher score in the Creativity category will be the winner.

Creators are prohibited from offering inducement in connection with votes or obtaining votes by any fraudulent or inappropriate means, as determined by the Sponsor in its sole discretion, including, without limitation, by offering prizes or other incentives or inducements in exchange for votes or by manipulating browser settings or using multiple browsers/devices in order to submit votes in excess of the above-stated limit (or encouraging others to do any of the above). Use of these techniques, or any script, macro, or other automated or artificial system to vote, or acting in any manner with the intent or effect of impairing the integrity of the voting process, is prohibited. All votes that are (or are suspected to be) the product of such prohibited actions will, upon discovery by the Sponsor, be deemed null and void and may lead to the disqualification of the applicable entrant. Sponsor reserves the right to restrict or void votes from any device, account, IP address, or other identifiable source or for any entrant if any vote is determined or suspected to be fraudulent or otherwise in violation of these Official Rules, as determined by Sponsor in its sole discretion. Without limiting any other provision of these Official Rules, if the voting process is incapable of operating as planned for any reason (including, without limitation, Sponsor's determination or suspicion of voting fraud or any other action that Sponsor determines has impaired or undermined the administration, security, fairness, or proper conduct of the voting process), Sponsor reserves the right to proceed without reference to the public vote.

#### 5. Creator Teams are not allowed.

#### 6. Notification.

During the Selection Period set forth above and/or on the Creative Brief Site, 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 machine, or other message. As a condition of entering this Creative Brief, the potential Selected Creators agree to complete, sign, have notarized (where applicable and if requested), and return (as directed by DC and Sponsor) an Affidavit/Declaration of Eligibility, Release of Liability, Publicity Release, License Agreement and Awardee Agreement (where permitted by law)(collectively, the "Declaration"), tax forms, and Creative Asset Data Sheet identifying the source of each creative element included in your submission (font, your original artwork and assets, 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 Declaration is subject to verification by Sponsor. Sponsor reserves the right to modify the notification and Declaration 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 creator. To claim an incentive, each Selected Creator must follow the directions in his or her notification.

#### 7. Publicity Release; Use of Personal Information.

By participating in this Creative Brief and where permitted by applicable law, each creator grants the Creative Brief Entities the irrevocable, sublicensable, absolute right and permission to use, publish, post or display their 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 by Sponsor will be used for administration of the Creative Brief and awarding the incentive and as set forth in the Talenthouse Privacy Policy. In addition, personal information associated with Selected Creators will be shared with DC and Warner Bros. for purposes of assisting such administration and analytics in accordance with the [Warner Bros. Privacy Policy](#).

#### 8. License/Grant of Rights.

In addition to the grants of rights detailed above, 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, and exhibit, the Work (in whole or in part) on Talenthouse media channels in connection with the Creative Brief. By participating in the Creative Brief, creators acknowledge and agree that: (a) DC 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 DC 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 DC and each of their respective agents, creators, writers, representatives or licensees notwithstanding any similarity to any materials (including my Work) that creator has submitted hereunder. Creators understand that Work is not being submitted in confidence or in trust to Sponsor or any Released Parties and that no confidential or fiduciary relationship is intended or created.

#### 9. 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 creator 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 creator hereunder.

#### 10. 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 COVID-19 or Acts of God, natural disasters, terrorism, pandemic/epidemic or other health issues, weather or any other similar event beyond DC's 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 creator's e-mail 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 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 e-mail 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.

#### 11. 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 DC 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 New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. 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 New York County, State of New York.

Creators hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniences 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.

12. Sponsor: TLNT Group, LLC, 150 East 69th Street, Suite 5F, New York, NY 10021

13. Selected Creator List. To obtain a copy of a Selected Creators list for this Creative Brief, available after the Announcement date, send a self-addressed, stamped envelope to Sponsor, with the specific Creative Brief Name, to Sponsor within three (3) months of the Selection Date.

Official Rules: To obtain a copy of the official rules, visit [https://www.talenthouse.com/assets/rules/DC\\_Talenthouse\\_OR.pdf](https://www.talenthouse.com/assets/rules/DC_Talenthouse_OR.pdf) during the Submission Period.

