

**Creative Invite for
Design a costume for Luc Besson's epic science fiction film**

Official Rules

Title: Design a costume for Luc Besson's epic science fiction film (the "Film")

Work: Submit a fashion design for potential use in the Film.

Sponsor: EuropaCorp Films, USA Inc., 9242 Beverly Blvd. Suite 300, Beverly Hills, California, 90210 ("**Sponsor**")

Promoter: Talenthouse Inc., 8810 Melrose Avenue, West Hollywood, California, 90069 ("**Promoter**")

Creative Invite: The Creative Invite described at <https://www.talenthouse.com/i/design-for-valerian> ("**Creative Invite**").

Career Opportunity and Incentives:

Up to 20 artists, as selected by Luc Besson and/or other judges selected by Sponsor in its sole discretion, will

- Have their design created and potentially featured in the Film as set forth below
- Exposure across the Film's marketing materials and social media channels
- Exposure on Yahoo Style
- Receive \$1,000 each

Use:

Artists that are not selected will not give up any rights to their work, however the Sponsor has a non-exclusive right to use their work as set forth in the Official Rules. Artists will be credited accordingly.

In exchange for the incentive set forth above, the Selected Artists grant Sponsor a worldwide, exclusive, perpetual, royalty-free license to use the submitted design in the Film as set forth in the Official Rules. Besides, the Sponsor has marketing rights to promote these submissions across its social media channels and online platforms. The Selected Artists will have to sign a License Agreement.

Key Dates:

Submit By: November 27, 2015 at 10:00 AM

Selection Period Starts: November 27, 2015 at 10:00 AM

Artists Selected: December 14, 2015

All times are in Pacific Standard Time.

By participating in the Creative Invite you hereby grant Talenthouse permission to use any work you submit for all promotional purposes related to the Creative Invite, including but not limited to displaying your work on Promoter's and Sponsor's media channels.

SEE SPECIFIC CREATIVE INVITE SITE FOR ADDITIONAL INFORMATION.

These Official Rules (these “**Official Rules**”) set forth the terms pursuant to which each individual or team of individuals (each such individual or team, an “**Artist**”) may participate in the Creative Invite.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR BE SELECTED. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF BEING SELECTED. The submission period for the Creative Invite described on the Creative Invite website (located at <https://www.talenthouse.com/i/design-for-valerian>) (the “**Creative Invite Site**”) shall begin and end on the dates and times set forth on the Creative Invite Site (the “**Submission Period**”). The Creative Invite and Artist’s participation in the Creative Invite is governed by these Official Rules and is subject to all applicable laws. Void where prohibited. By participating in the Creative Invite, each Artist unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Whenever these Official Rules indicate that a determination will be made by Sponsor, Sponsor shall be entitled to make that determination in its sole and absolute discretion.

1. **Eligibility.** The Creative Invite is open only to individuals who are at least eighteen (18) years of age and the age of majority in their jurisdiction of primary residence at the time of submission. Residents of countries currently subject to United States embargo or on the United States list of state sponsors of terrorism are not eligible to enter the Creative Invite or receive an incentive. For a current list of countries currently subject to United States embargo or on the United States list of state sponsors of terrorism, go to http://pmddtc.state.gov/embargoed_countries/index.html. Proof of residency and age may be required. Promoter, Sponsor and one or more Sponsor-designated judges (“**Judges**”), and each of their respective parent companies, affiliates, subsidiaries, divisions, contractors, subcontractors, and partners, to the extent responsible for sponsoring, fulfilling, administering, advertising or promoting the Creative Invite, and all of their respective directors, officers, employees, agents and representatives, and the Immediate Family Members and Household Members of any of the foregoing individuals, are not eligible to participate in the Creative Invite. “**Immediate Family Members**” means parents, step-parents, children, step-children, siblings, step-siblings, and spouses, regardless of where they live. “**Household Members**” shall mean people who share the same residence at least three (3) months out of the year, regardless of their familial relationships. In order to participate in the Creative Invite, Artist must fully comply with the terms on the Creative Invite Site, these Official Rules, the Terms and Conditions and Privacy Policy (this “**Agreement**”). Accordingly, by participating in the Creative Invite, Artist agrees that Artist has read the terms of this Agreement, and agrees fully and unconditionally to be bound by the terms of this Agreement, and the decisions of the Judges and Sponsor, whose decisions shall be binding and final in all respects relating to the Creative Invite. If there is any conflict between these Official Rules, the Terms and Conditions, the Privacy Policy or any information on the Creative Invite Site, the order of precedence shall be as follows: Creative Invite Site, Official Rules, Terms and Conditions, and then Privacy Policy. Eligibility to receive a Career Opportunity or Incentive is contingent upon fulfilling all requirements set forth in these Official Rules.

2. Timeline. The Timeline for the Creative Invite is as follows:
 - (a) Submission Period. Artists are permitted to submit Works during the Submission Period in accordance with the specifications set forth below. The start and end dates of the Submission Period are specified on the Creative Invite Site.
 - (b) Selection Period. During this period, the “Judging Panel” (as defined below) makes its determinations regarding the Works, and the Promoter contacts certain Artists who are selected as potential recipients of Career Opportunities or Incentives to confirm eligibility, etc. in accordance with the terms set forth below. The dates for this period are specified on the Creative Invite Site.
 - (c) Selection Date. At the end of the Selection Period (“**Selection Date**”), the Selected Artists are announced on the Creative Invite Site. The Selection Date is specified on the Creative Invite Site and may be revised by the Promoter in its sole discretion.

3. Artist Teams. In the case that Artist is comprised of a team of individuals (“**Artist Team**”), all members of such team agree that:
 - (i) the member of the Artist Team whose Talenhouse account is used to submit the Work to the Creative Invite 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 Artist Team;
 - (iii) all members of the Artist Team have read, understand and agree to be bound by the terms of this Agreement;
 - (iv) all members of the Artist 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 Artist 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 Artist Team and from any and all Losses arising out of or relating to any dispute between or among any of the members of the Artist Team, including but not limited to the distribution of any Career Opportunities or Incentives between or among the members of the Artist Team.

MEMBERS OF ANY ARTIST 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 INVITE, INCLUDING HOW ANY CAREER OPPORTUNITIES AND INCENTIVES THAT ARE RECEIVED WILL BE DISTRIBUTED.

4. How to Submit Your Work. During the Submission Period, visit the Creative Invite Site and follow the instructions, which will require, among other things, that Artist create an account on Promoter’s website (www.talenhouse.com) and agree to abide by the Terms and Conditions and Privacy Policy. Artist must then create and submit via electronic transmission an original work of authorship (the “**Work**”) as more specifically described at the Creative Invite Site. Promoter or its representatives reserve the right to disqualify any Artist or Work or remove any Work that does not conform to the requirements set forth in this Agreement as determined by Promoter in its sole discretion. Promoter is not obligated to notify Artist if a Work has been disqualified and removed from the Creative Invite Site.

To be an eligible submission, a Work must comply with the following requirements (the **“Submission Requirements”**):

- (a) The Work:
 - (i) must be Artist’s own original work, created solely by Artist (in the case that Artist is a team of individuals, the Work must be created solely by the members of the Artist Team);
 - (ii) must not have been previously licensed, sold, used, published, released, distributed or otherwise exploited in any form;
 - (iii) must not have previously won any award; and
 - (iv) must not infringe upon or violate the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any individual or entity.
- (b) Except as set forth on the Creative Invite Site, the Work must not contain, be derived from, or reference any names, products or services of any business, company or entity or any third party trademarks, logos, trade dress or promotion of any brand, product or service.
- (c) Any Work that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or any Work that otherwise contains inappropriate content or objectionable material may not be submitted and may be disqualified and removed at any time in Promoter’s sole discretion.
- (d) the Artist must provide upon request all appropriate clearances, permissions and releases for the Work in a form and substance determined by Sponsor in its sole discretion (in the event an Artist cannot provide all required releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable Work, or seek to secure the releases and clearances for Sponsor’s benefit, or allow the applicable Submission to remain in Creative Invite.
- (e) Artist may not be (nor may Artist work with parties in conjunction with the Work who are):
 - (i) represented under contract (e.g., by a talent agent or manager) that would limit or impair Promoter’s or Sponsor’s ability to use, display or otherwise exploit the Work medias set forth herein;
 - (ii) subject to an acting or modeling contract that would make Artist’s submission or appearance in the Work a violation of any third-party rights; or
 - (iii) under any other contractual relationship, including but not limited to guild or union memberships, that may prevent Promoter or Sponsor from being able to use the Work as contemplated herein, or that would otherwise be violated by participating in the Creative Invite.
- (f) If any individual appearing or referred to in any Work is under the age of majority in such individual’s jurisdiction of residence, the signature of such individual’s parent or legal guardian is required on each release. ARTIST IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS, CONSENTS AND AUTHORIZATIONS, IF ANY, THAT MAY BE REQUIRED TO PARTICIPATE IN THE CREATIVE INVITE AND SUBMIT A WORK, INCLUDING ANY RELEASES AND CONSENTS FROM ANY INDIVIDUAL WHOSE NAME, IMAGE OR LIKENESS APPEARS IN THE WORK. Upon Promoter’s or Sponsor’s request, if any individual’s likeness is used, Artist may be required to provide to Promoter a copy of a release signed by such individual in a form reasonably acceptable to Promoter and Sponsor.

Any Work that, in Sponsor's good faith judgment, violates the Submission Requirements may be disqualified. No substitutions of new versions of Work will be accepted under any circumstances

once the original Work is submitted for consideration. Any Work that is considered by Sponsor in its sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, may be disqualified.

IMPORTANT NOTE: Any Artist who incorporates any intellectual property or material owned by a third party into his or her Work does so at his or her own risk. Without in any way limiting, expanding or amending the Terms and Conditions, which shall remain in full force and effect, if Sponsor is duly notified that any element of an Artist's Work infringes upon the rights of another person and/or receives a legally valid request to remove the affected Work from the Creative Invite Site because of such infringement, such Work may be removed from the Creative Invite Site and/or disqualified from the Creative Invite, as Sponsor may determine in its sole discretion. Further, no Artist will be eligible to receive an "Incentive" or "Career Opportunity" (as defined below) unless Sponsor determines, in its sole and absolute discretion, that such Artist's Work has been or can be sufficiently cleared for legal purposes. Once a Work is provided to Sponsor and made available on the Creative Invite Site for viewing by the general public, such posting will be deemed made at the direction of the Artist within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

ALL SUBMISSIONS MUST BE RECEIVED BY 09:59 AM PST ON THE LAST DAY OF THE SUBMISSION PERIOD. The Creative Invite Site's database clock will be the official time keeper for this Creative Invite. Limit one (1) submission per Artist (including each member of any Artist Team) throughout the Submission Period. Submissions by the same Artist (or any member of any Artist Team) in excess of the limits stated herein will be disqualified. The Work will be deemed to have been submitted by the individual whose email address is associated with account. In the event a dispute regarding the identity of the individual who actually submitted a Work cannot be resolved to Sponsor's satisfaction, the affected entry may be disqualified. The Released Parties shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Creative Invite or by any technical or human error which may occur in the processing or transmission of the Work in the Creative Invite. The Released Parties assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Work.

5. Selection Process. Submitted Works will be judged as described below.
 - (a) Judges: One or more Judges will be appointed by Sponsor in its sole discretion (the "**Judging Panel**"). Individual Judges have the right to withdraw from the Creative Invite without advance notice in the event of extenuating circumstances beyond their control or as may be otherwise permitted by Promoter or Sponsor.
 - (b) Judging Criteria: The Judging Panel's decisions will be made based upon the criteria described on the Creative Invite Site.
 - (c) Artist Selection: The Artist[s] whose Work[s] [is/are] selected by the Judging Panel as candidate[s] to receive career opportunities or incentives, as described on the Creative Invite Site ("**Career Opportunities**" and "**Incentives**") will be notified as set forth in Section [7] ("**Selected Artist**"). Each Work will be evaluated based on the above-described criteria by the Judging Panel. In the event of a tie, the awardees will be selected by a final vote by the Judging Panel. Odds of being a Selected Artist depend on the nature, quality and number of eligible Works received. Any Selected Artist will not be eligible to receive any Career Opportunities or Incentives until the Selected Artist

submits all of the necessary documentation, including the License Agreement (described in Section [7] below).

6. Career Opportunities and Incentives. The Career Opportunities and Incentives for the Selected Artists (collectively, “**Awardees**”) are described on the Creative Invite Site. Artist acknowledges that Sponsor may modify or cancel the Career Opportunities due to unforeseen circumstances. Furthermore, Artist agrees that, in the event of any such modification or cancellation, Artist waives and releases the Released Parties (as defined below) against any and all claims relating to such modification or cancellation. Career Opportunities shall be deemed to have no commercial value. No transfer, refund, cash redemption, substitution, cash equivalent or replacement of any Incentive by any Awardee is permitted, except that Promoter and Sponsor reserve the right, in their sole discretion, to substitute an Incentive with one or more items of equal or greater value (or cash equivalent). In the event the approximate retail value of an alternative Incentive is different from the actual retail value of that Incentive, the difference will not be awarded in cash or otherwise. Any portion of an Incentive unclaimed, not accepted, or unused by any Awardee will be forfeited and will not be substituted. The creation of the Awardee’s costume design and its inclusion in the Film is subject to the requirements of the Film’s producer and approval, which may be granted or withheld in such producer’s sole discretion. The Awardee’s costume design may not actually appear in the final version of the Film. All portions of the Career Opportunities and Incentives are non-assignable and non-transferable. Any Career Opportunities and Incentives pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Creative Invite materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between guidelines, disclosures or other statements contained in any such promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of the Career Opportunities and Incentives not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each Awardee shall be solely responsible for all federal, state, local and/or provincial taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable cash incentive. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due.
7. Notification and Verification of Selected Works. ALL AWARDEES ARE SUBJECT TO VERIFICATION BY PROMOTER AND OR SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CREATIVE INVITE.
 - (i) During the Selection Period set forth on the Creative Invite Site, the Awardees will be notified by mail, phone or email, at Promoter’s discretion, using the information provided by each Awardee at the time of entry. Awardees must continue to comply with all terms and conditions of this Agreement, and receipt of any Career Opportunity or Incentive is contingent upon fulfilling all requirements set forth herein. Sponsor and Promoter shall have no liability for any Awardee notification that is lost, intercepted or not received by the potential Awardee for any reason. If, despite reasonable efforts, a potential Awardee does not respond within two (2) days of the first notification attempt, or if a notification is returned as unclaimed or undeliverable to such potential Awardee, such potential Awardee may forfeit the applicable Career Opportunity or Incentive and an alternate Awardee may be selected. If any potential Awardee is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable

Career Opportunity or Incentive for any reason prior to award, such potential Awardee may be disqualified and an alternate Awardee may be selected. Sponsor may successively attempt to contact up to two (2) potential Awardees of a Career Opportunity or Incentive in accordance with such procedure, and if there is still no confirmed Awardee after such attempts have been made, if any, the applicable Career Opportunity or Incentive may go unawarded.

Awardees will be required to complete, execute and return (as directed by Promoter) a License Agreement. In the event of a conflict between the terms and conditions of the License Agreement and the terms and conditions hereunder, the terms and conditions of the License Agreement shall govern and control. Sponsor reserves the right to conduct background checks on the potential Awardees prior to granting any Career Opportunity or Incentive. Sponsor also reserves the right, in its sole and absolute discretion, to disqualify any individual who has been charged with or convicted of a felony or misdemeanor, is delinquent on child support, spousal support, tax payments or any other government ordered payment, has or is suspected of failing to comply with any provision of these Official Rules, including, but not limited to, having made any false statements in connection with his/her participation in the Creative Invite. Should it be determined that a potential Awardee has made a false statement in any document required by Sponsor, Sponsor reserves the right to disqualify the potential Awardee and select an alternate Awardee. If a potential Awardee fails or refuses to sign and return the License Agreement within five (5) days after being notified that he or she has been selected as the potential Awardee (or a shorter time if required by exigencies), the potential Awardee may be disqualified and an alternate Awardee may be selected. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Career Opportunity or Incentive furnished in connection with the Creative Invite. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH CAREER OPPORTUNITIES AND INCENTIVES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

8. Publicity; Use of Personal Information. By participating in the Creative Invite, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any Artist in and/or Awardee of the Creative Invite, each Artist irrevocably grants the Released Parties and their respective successors, assigns and licensees, the right to use such Artist's name, photograph, likeness, statements, biographical information, and any other personal characteristics, in any and all media in connection with the Creative Invite and/or the Film, and the advertising and promotion thereof and each Artist and/or Awardee hereby release the Released Parties from any liability with respect thereto. By participating in the Creative Invite, Artists will be sharing their personal information with Promoter. Except as set forth herein, Personal information collected by Promoter will be used for administration of the Creative Invite, to respond to Artist in matters regarding Artist's Work or the Creative Invite, awarding Career Opportunities or Incentives, and as otherwise set forth in the Privacy Policy.

9. Intellectual Property Rights. As mentioned above, Artist must create his/her Work without using or referencing any works or intellectual property of any other person, except as expressly permitted pursuant to instructions on the Creative Invite Site. Any Artist that violates this provision will be disqualified from the Creative Invite. By participating in the Creative Invite, Artist hereby grants Promoter a non-exclusive, limited, worldwide license to copy, modify, transmit, publicly display and exhibit, the Work (in whole or in part) solely (i) on Promoter's and Sponsor's media channels for promotional purposes in connection with the Creative Invite, (ii) to otherwise administer the Creative Invite or (iii) to otherwise market or promote Promoter's services. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each Artist who responds to the Creative Invite hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (the "**License**") (but not the obligation) to reproduce, publicly perform, stream, exploit, make derivative works of and otherwise use Artist's Work in and in connection with the Creative Invite, as well as in and in connection with the Film and the advertising, marketing and promotion thereof (e.g., in a behind the scenes vignette featured in the home entertainment release for the Film, in marketing materials promoting the Film and/or the Creative Invite, etc.), throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Work for any purpose which Sponsor deems necessary or desirable, and each Artist irrevocably waives any and all so-called moral rights they may have therein. Sponsor will use reasonable efforts to accord each Artist appropriate credit wherever possible in connection with any use by Sponsor of Artist's Work where it is reasonable and customary to do so; provided, however, that no failure by Sponsor or any other person, firm or corporation to comply with the provisions of this paragraph shall constitute a breach of this License Agreement. In the event Artist is selected as an Awardee, the License contained herein shall automatically convert into an exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the Work throughout the universe, in perpetuity, in and in connection with the Film and the advertising, marketing, publicity thereof in any and all media, without further notice to, consent by, or payment to Artist. Promoter and Sponsor shall have the right to freely assign their rights hereunder, in whole or in part, to any of its partners, subsidiaries or affiliates. Sponsor shall retain the rights granted in each Work even if the Work is disqualified or fails to meet the Submission Requirements. For clarification and the removal of doubt, Awardees will retain the right to feature their Work in a portfolio or for industrial purposes. If Sponsor shall desire to secure additional assignments, certificates of engagement for the Work or other documents as Sponsor may reasonably require in order to evidence or effectuate the rights granted in these Official Rules, then each Artist agrees to sign, authenticate and deliver the same upon Sponsor's request therefor.

In addition, Artist understands that by submitting a Work, Artist is granting users of the Creative Invite Site and Eligible SNS Sites the right to copy and share the Work in accordance with the Terms and Conditions and the applicable terms and conditions of the Eligible SNS Sites, respectively. Artists that are not selected will retain all rights to their Works, subject to the foregoing limited license.

Artist acknowledges that failure to sign the License Agreement by the specified date will result in forfeiture of any recognition, Career Opportunities and Incentives that Artist might otherwise receive.

10. Representations and Warranties of Artist. By participating in the Creative Invite and submitting a Work, Artist represents and warrants to Sponsor and Promoter as follows:
- (i) Artist has all rights, title and interest in the Work;
 - (ii) the Work is Artist's own original, previously unpublished and previously unproduced work and was created solely by Artist (or all of the members of the Artist Team) for the purpose of participating in the Creative Invite;
 - (iii) the Work, as of the date of submission, is not the subject of any actual or threatened litigation or claim;
 - (iv) the Work has not been previously licensed, sold, used, published, released, distributed or otherwise exploited;
 - (v) the Work does not and will not violate any contract or infringe upon or violate the rights of any third party, including any patent, copyright, trade secret, trademark, privacy, publicity, or other personal or proprietary rights of any individual or entity;
 - (vi) the Work does not and will not violate any applicable laws and will not be defamatory or libelous; and
 - (vii) the information submitted by Artist in connection with the Creative Invite is accurate and complete.

11. No Warranty of Promoter or Sponsor; Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROMOTER AND SPONSOR MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CREATIVE INVITE, INCLUDING WITHOUT LIMITATION ANY:

- (a) WARRANTY OF MERCHANTABILITY;
- (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR
- (c) WARRANTY AGAINST 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 PROMOTER, SPONSOR 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 INVITE, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS BE LIABLE TO ARTIST 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, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF PROMOTER AND SPONSOR FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, RELATED TO THE CREATIVE INVITE SHALL BE ONE HUNDRED DOLLARS (US\$100).

12. Release; Indemnification; Disclaimer. By participating in the Creative Invite, Artist agrees:

- (a) To release and hold harmless Promoter, Sponsor and Judges, and each of their respective parent companies, affiliates, subsidiaries, divisions, contractors, subcontractors, partners and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Creative Invite, and all of their respective past, present and future officers, directors, employees, agents, representatives, successors and assigns (all such individuals and entities collectively referred to herein as the “**Released Parties**”) from and against any and all losses, harm, damages, injury, costs, expenses, liability, and claims of any kind (including attorneys’ fees) (“**Losses**”), in each case whether direct, indirect, or consequential, arising out of or relating to Artist’s creation or submission of a Work, participation in the Creative Invite or any Creative Invite-related, Career Opportunity-related or Incentive-related activity, acceptance or use or misuse of any Career Opportunity or Incentive (including any travel or activity related thereto), or the copying, displaying, performance, use or exploitation of a Work;
- (b) To indemnify, defend, and hold harmless the Released Parties from and against any and all third party claims, actions or proceedings of any kind and from any and all Losses arising out of or relating to (i) any breach or alleged breach by Artist of any of the warranties, representations or other provisions herein or (ii) Artist’s participation in the Creative Invite, submission of a Work, or acceptance, use, or misuse of any Career Opportunity or Incentive;
- (c) That the Released Parties assume no responsibility for any injury or damage to Artist or to anyone else’s computer, regardless of how caused, relating to or resulting from entering or downloading files, materials or software or any other activity in connection with the Creative Invite; and
- (d) That Promoter 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 Career Opportunity or Incentive or any component thereof, including, but not limited to, express warranties provided by the supplier of the Career Opportunity or Incentive (or any component thereof) or their affiliates.

Without limiting the generality of the foregoing, the Released Parties are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due incentive notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor and Promoter reserve the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Creative Invite or the Creative Invite Site, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Creative Invite, or to annoy, abuse, threaten or harass any other person, and Sponsor and Promoter reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor and Promoter reserve the right to modify, extend, suspend, or terminate the Creative Invite if they determine, in their sole discretion, that the Creative Invite is technically impaired or corrupted or

that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's and/or Promoter's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Creative Invite as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding incentives or continuing with the Creative Invite as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then Sponsor shall have the right to modify, suspend, extend or terminate the Creative Invite. If the Creative Invite is terminated before the designated end date, Sponsor will (if possible) select the Awardee from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such selection process shall be each Artist's sole and exclusive remedy under such circumstances. Only the type and quantity of incentives described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision in these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

13. No Tampering. Promoter, Sponsor and Judging Panel reserve the right to disqualify any Artist they find to be (or suspect to be):
- (i) tampering with the submission process or the operation of the Creative Invite or any website promoting the Creative Invite;
 - (ii) acting in violation of this Agreement, or otherwise acting in an unprofessional or disruptive manner; or
 - (iii) submitting or attempting to submit to the Creative Invite multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit submissions.
14. Payments. Any cash Incentives will be paid directly to Artist by Promoter by PayPal, wire transfer or some other payment method agreed upon by Artist and Promoter. Applicable federal, state, local or other taxes and any fees and costs applicable to such Incentives (e.g., wire transfer fees) are the sole responsibility of the Awardee[s] who receive[s] such Incentives. Promoter reserves the right to withhold the relevant portion of such Incentive to cover the cost of any such fees or costs, including without limitation any applicable wire transfer fees. Note that cash Incentives are treated as income by the U.S. Internal Revenue Service and may also be treated as income by other applicable taxing authorities.

These Official Rules, together with the terms set forth on the Creative Invite Site, the Terms and Conditions, the Privacy Policy and the other agreements incorporated by reference herein, contain the entire agreement between the parties hereto relating to the Creative Invite.

15. *Nature of Relationship/Waiver of Equitable Relief.* Each Artist hereby acknowledges and agrees that the relationship between the Artist and the Released Parties is not a confidential, fiduciary, or other special relationship, and that the Artist's decision to provide the Artist's Work to Sponsor for purposes of the Creative Invite does not place the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Artist's Work. Each Artist understands and acknowledges that the Released Parties have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Artist also acknowledges that many ideas or designs may be competitive with, similar or identical to the Work and/or each other in theme, idea, format or other respects. Each Artist acknowledges and agrees that such Artist will not be entitled to any compensation as a result of any Released Party's use of any such similar or identical material. Each Artist acknowledges and agrees that the Released Parties do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Work. Finally, each Artist acknowledges that, with respect to any claim by Artist relating to or arising out of a Released Party's actual or alleged exploitation or use of any Work or other material submitted in connection with the Creative Invite, the damage, if any, thereby caused to the applicable Artist will not be irreparable or otherwise sufficient to entitle such Artist to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Film or any other production based on or allegedly based on the Work, and Artist's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
16. *No Obligation to Use.* Sponsor shall have no obligation (express or implied) to use any Work, or to otherwise exploit any Work or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Work for any reason, with or without legal justification or excuse, and Artists shall not be entitled to any damages or other relief by reason thereof.
17. *Dates & Deadlines/Anticipated Number of Participants.* Because of the unique nature and scope of the Creative Invite, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Creative Invite. Sponsor cannot accurately predict the number of Artists who will participate in the Creative Invite
18. *Governing Law/Jurisdiction.* ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ARTISTS OR SPONSOR IN CONNECTION WITH THE CREATIVE INVITE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR

PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

19. *Arbitration Provision.* By participating in this Creative Invite, each Artist agrees: (i) that any and all disputes the Artist may have with, or claims Artist may have against, the Released Parties relating to, arising out of or connected in any way with (a) the Creative Invite, (b) the awarding or redemption of any incentive, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“**FAA**”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in New York, New York; (iv) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Artist may have entered into in connection with the Creative Invite; (v) the arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Artist’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Artist or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and Artist is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on Artist’s behalf, subject to ultimate allocation by the arbitrator; (ix) if the Artist is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of Artist’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Artist nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at <http://www.jamsadr.com/>.
20. *List of Awardees/Official Rules.* To obtain a copy of any legally-required Awardee list, send a self-addressed stamped envelope to: Talenthouse Inc., 8810 Melrose Avenue, West Hollywood, California, 90069. All such requests must be received within six (6) weeks after the end of the Submission Period. These Official Rules will be posted on the Creative Invite Site during the Submission Period.