

**Design posters inspired by Daniel Craig's Bond films**

**NO PURCHASE NECESSARY TO ENTER OR WIN AN INCENTIVE IN THIS CREATIVE INVITE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**INTERNET ACCESS REQUIRED FOR ENTRY.**

**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 TO THE RELEASED PARTIES (DEFINED IN SECTION 12 BELOW) FROM YOU, A CLASS-ACTION WAIVER, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**Creative Invite Title:** Design artwork inspired by Daniel Craig's Bond films (the “**Picture**”)

**Work:** Submit a graphic design, illustration that depicts the Picture (each, a “**Work**”).

**Creative Invite:** The Creative Invite is described at: <https://www.talenthouse.com/i/design-artwork-inspired-by-daniel-craigs-bond-films> (“**Creative Invite**”).

**Sponsor:** Universal Pictures International Ltd, PO BOX 648, Norwich, UK (“**Sponsor**” or “**Universal**”)

**Promoter and Prize Provider:** Talenthouse Ltd, Templeman House C1, Weaver Road, Lincoln, LN6 3QN (“**Promoter**” or “**Prize Provider**”)

**Incentives:** The “**Incentives**” and “**Opportunities**” available for this Creative Invite are described at the **Creative Invite Site** [<https://www.talenthouse.com/i/design-artwork-inspired-by-daniel-craigs-bond-films>].

**Rights:** As further detailed below, all entrants to this Creative Invite (each an “**Creators**”), whether Selected Creators or not, hereby acknowledge and agree that all Picture intellectual property, and all intellectual property **rights embodied therein, and all derivative rights thereof including the embodiment of the Picture (collectively, “Picture IP”) is the sole and exclusive property of Metro-Goldwyn-Mayer Studios Inc (“MGM”).** All entrants, whether Selected Creators or not, shall not obtain any right or interest of any kind whatsoever in the Picture IP. A Creator’s rights to use Picture IP is strictly limited to entering this Creative Invite in accordance with these Official Rules.

Creators will not have the right to use, exploit, monetize and/or reproduce the submitted Work in any manner except for the Creator’s own portfolio purposes without express prior written consent from Sponsor.

**Key Dates** are detailed in the Creative Invite [<https://www.talenthouse.com/i/design-artwork-inspired-by-daniel-craigs-bond-films>]

SEE SPECIFIC CREATIVE INVITE SITE FOR ADDITIONAL INFORMATION.

These Official Rules (these “**Official Rules**”) set forth the terms pursuant to which each individual (each such individual, a “**Creator**”) may participate in the Creative Invite. No teams are allowed for this Creative Invite.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR BE SELECTED. A purchase or payment will not improve the chances of Creator's submission being selected. The submission period for the Creative Invite described on the Creative Invite website (located at URL) (the "Creative Invite Site") shall begin and end on the dates and times set forth below and on the Creative Invite Site (the "Submission Period"). The Creative Invite and Creator's participation in the Creative Invite is governed by these Official Rules and is subject to all applicable laws. Void where prohibited.

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### 1. Eligibility.

This Creative Invite and these Official Rules are void where prohibited by law, and are subject to applicable laws. Entrants must be aged 18 years or older 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 Invite if you are a national or legal resident of Argentina; Bolivia; Brazil; the Province of Quebec, Canada; China; Denmark; Ecuador; Italy; Greece; Kenya; Romania; Saudi Arabia; Dubai; Venezuela; or any of those countries in which the United States has embargoed goods (including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan or Syria). **It is the obligation of all Creators to ensure that participating in this Creative Invite 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.

Not open to employees or independent contractors, or immediate family members (spouses, domestic partners, parents, grandparents, siblings, children, and grandchildren) or those living in the same household of employees or independent contractors of EON Productions, Metro-Goldwyn-Mayer Studios Inc., Universal Pictures International, Mirror Releasing, LLC d/b/a United Artists Releasing or Talenhouse, or any person or entity involved in any aspect of the Competition (including funding, judging or administration). Void where prohibited by law

In order to participate in the Creative Invite, Creator 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, Creator agrees that Creator 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, whose decisions shall be binding and final in all respects relating to the Creative Invite. Eligibility to receive an Opportunity or Incentive is contingent upon fulfilling all requirements set forth in these Official Rules.

Timeline. The Timeline for the Creative Invite is detailed in the Creative Invite [<https://www.talenthouse.com/i/design-artwork-inspired-by-daniel-craigs-bond-films>].

2. How to Submit Your Work. To submit your “Work” for the Creative Invite, during the Submission Period, visit the Creative Invite Site and follow the instructions, which will require, among other things, that Creator create an account on Promoter’s website ([www.talenthouse.com](http://www.talenthouse.com)), agree to abide by the Terms and Conditions and Privacy Policy and agree to the Rights Release [<https://talenthouse-misc-upload.s3.amazonaws.com/Bond/Bond+Rights+Release.pdf>] (which transfers all rights to your Work to Metro-Goldwyn-Mayer Studios Inc.). Creator must then create and submit, via electronic transmission, an original work of authorship (the “Work”) as more specifically described at the Creative Invite Site and in these Official Rules. Sponsor and/or Promoter and their representatives reserve the right to disqualify any Creator or Work or remove any Work that does not conform to the requirements set forth in these Rules as determined by Sponsor and/or Promoter in their sole discretion. Sponsor and/or Promoter are not obligated to notify Creator 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:

- (a) The Work:
  - (i) must be Creator’s own original work, created solely by Creator (except for the material expressly provided by Sponsor for use in this Creative Invite);
  - (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 the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any individual or entity or other third party (for clarity, this do not apply to any material that has been provided by Sponsor specifically for use in this Creative Invite, subject to any license and/or other restrictions that Sponsor provides in connection with the material, as described on the Creative Invite Site).
- (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 Sponsor and/or Promoter’s sole discretion.
- (d) Creator may not be (nor may Creator 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 in any form or media;
  - (ii) subject to an acting or modeling contract that would make Creator’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 by the Creative Invite, or that would otherwise be violated by participating in the Creative Invite.

(e) The Work must comply with applicable law. If any individual appears or is referred to in the Work, Creator is solely responsible for obtaining, prior to submitting the Work, any and all releases and consents necessary to permit the exhibition, use, license, sale, etc. of the Work, as applicable, by Sponsor and Promoter (except in connection with the material expressly provided by Sponsor for use in this Creative Invite). 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. CREATOR 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 (except in connection with the material expressly provided by Sponsor for use in this Creative Invite). Upon Promoter's or Sponsor's request, if any individual's likeness is used, Creator may be required to provide to Sponsor and/or Promoter a copy of a release signed by such individual in a form reasonably acceptable to Promoter and Sponsor.

Sponsor, Promoter and Judges reserve the right to disqualify any submission that they determine, in their sole discretion, violates (or potentially violates) the letter or the spirit of the Creative Invite, or its processes or rules (including, without limitation, this Agreement). The decisions of Sponsor, Promoter and Judges on all matters pertaining to the Creative Invite shall be final and binding.

**ALL SUBMISSIONS MUST BE RECEIVED BY THE GMT TIME AND DATE SPECIFIED IN THE CREATIVE INVITE [<https://www.talenthouse.com/i/design-artwork-inspired-by-daniel-craigs-bond-films>]. Limit ten (10) submissions per Creator throughout the Submission Period.** Submissions by the same Creator in excess of the limits stated herein will be disqualified. Creator may update and replace an existing submission with a new Work during the Submission Period; provided that any such replacement submission will disqualify the previously submitted Work. Submissions will be deemed to have been submitted by the authorized account holder of the email address 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 Invite site's servers during the Submission Period will be considered. Other proof of submitting an entry (such as a printed or copied screenshot stating "Thanks for Entering" or similar) does not constitute actual receipt of the entry for purposes of the Creative Invite. The Creative Invite site's database clock will be the official timekeeper for this Creative Invite.

3. 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: Each and every eligible Work submitted by a Creator, subject to the requirements described in Section 4, will be considered by the Judging Panel, and it is possible that more than one Work submitted by a Creator could be selected for an Incentive. Each eligible submission will be judged by the Judging Panel on the basis of: Creativity (30%), Originality (30%) and Overall Understanding of the theme (40%). Base on the above criteria, each of which will be given equal weight, no more than five (5) eligible Creators with the highest cumulative scores will be selected as the Selected Creators to receive the Incentives.

(c) Creator Selection: The Selected Creators and Finalists whose Works are selected as candidates to receive the Incentives described below (also referred to as "Awardees") will be notified as set forth in Section 7. 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 Creator or Finalist depend on the nature, quality and number of eligible submissions received. Any Selected Creator or Finalist will not be eligible to receive any Opportunities or Incentives until the Selected Creator or Finalist submits all of the necessary documentation, including the Awardee Agreement (described in Section 7 below).

4. Incentives. A total of five (5) Selected Creators will be chosen, each receiving an Incentive consisting of two-thousand dollars cash (\$2,000 USD) and the Opportunities described in the Creative Invite. Additionally, a total of twenty (20) Finalists will be chosen, each receiving an Incentive consisting of two-hundred-and-fifty-dollars cash (\$250) and the Opportunities described in the Creative Invite. Creators acknowledges that Sponsor may modify or cancel the Opportunities. Furthermore, Creators agrees that, in the event of any such modification or cancellation, Creator waives and releases the Released Parties (as defined below) against any and all claims relating to such modification or cancellation. 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. 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 Awardee, as applicable. Any portion of the Incentive not accepted or unclaimed and / or unused by any Awardee will be forfeited and will not be substituted. In no event will more than the stated number of Incentives be awarded. Incentive and Opportunity details not specifically stated in these Official Rules will be determined in Sponsor's sole discretion. Any advice received during an Opportunity is not a guarantee of success in any particular matter.

5. Notification and Verification of Selected Works. ALL AWARDEES ARE SUBJECT TO VERIFICATION BY PROMOTER, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CREATIVE INVITE.

During the Selection Period, the Awardees will be notified by mail, phone or email, at Promoter's discretion, using the information provided by each Awardee. Awardees must continue to comply with all terms and conditions of this Agreement, and receipt of any Opportunity or Incentive is contingent upon fulfilling all requirements. Promoter and Sponsor shall have no liability for any notification that is lost, intercepted or not received by an Awardee for any reason. In Promoter's sole discretion, Awardees may be disqualified and required to forfeit any Opportunity or Incentive, and alternate Awardees may be selected in accordance with these Official Rules from among the remaining eligible submissions if any Awardee:

- (i) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the Awardee or notification is returned as undeliverable;
- (ii) declines or cannot accept, receive or use any Opportunity or Incentive for any reason;
- (iii) is found to be ineligible to enter the Creative Invite or receive the Opportunity or Incentive; or
- (iv) cannot or did not comply with these Rules. Promoter is not obligated to leave any voicemail, answering machine message, or other message for Awardee.

Awardees will be required to complete and return (as directed by Promoter) an Awardee Agreement ("Awardee Agreement") by a specified date or, in Promoter's sole discretion, the Opportunity or Incentive may be forfeited and an alternate Awardee may be selected in accordance with these Official Rules from among the remaining eligible submissions. Promoter reserves the right to modify the notification procedures and the Awardee Agreement in connection with the selection of Awardees.

6. **Publicity; Use of Personal Information.** Except where prohibited by applicable law, by participating in this Creative Invite, each Creator grants Sponsor, its affiliates and/or Promoter the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, voice, biographical data, likeness, picture, opinions, entry materials, photograph, hometown and state, audio or video recording of the Creator, 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 Released Parties' sole discretion) for promotional purposes related to the Creative Invite in any media, worldwide, without further payment or consideration. By participating in the Creative Invite, Creators will be sharing their personal information with Promoter. Personal information collected by Promoter will be used for administration of the Creative Invite, to respond to Creator in matters regarding Creator's Work or the Creative Invite, awarding Opportunities or Incentives, and as otherwise set forth in the Privacy Policy. As a condition of entering this Creative Invite, without limiting any other provision of 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 Invite for business management and record keeping purposes.
  
7. **Intellectual Property Rights.** Creator 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 Creator that violates this provision will be disqualified from the Creative Invite. By submitting a Work, Creator irrevocably transfers, conveys and assigns to Metro-Goldwyn-Mayer Studios Inc. and its successors and assigns all right, title and interest in and to the Work and any derivative works thereof throughout the world, and in any language, including without limitation any and all rights existing under the laws governing patents, copyrights, trademarks, trade secrets, unfair competition, moral rights, publicity rights, privacy rights and any other proprietary rights, now or hereafter in force and effect in the United States and throughout the universe, including rights, title and standing to institute, defend, compromise and prosecute all actions, suits, claims and proceedings relating to the Work or any derivative works thereof and to do all other acts and things in relation to the Work as Metro-Goldwyn-Mayer Studios Inc., in its sole discretion, deems advisable. Creator hereby waives and agrees not to assert any proprietary rights, "droit moral" or moral right of authors or any similar rights or principles of law under any copyright or other similar law, either state, federal or foreign relating to the Work. Droit moral and moral rights of authors will include, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications of the Work. Promptly upon request by Metro-Goldwyn-Mayer Studios Inc., Creator will deliver to Metro-Goldwyn-Mayer Studios Inc. all media in which the Work is embodied, stored or copied, including provision of the Work in the format and resolution requested by Metro-Goldwyn-Mayer Studios Inc.

Creator acknowledges that submissions are made on a non-confidential basis. Creator further acknowledges that Sponsor and its affiliates engage in the creation, acquisition, and development of creative materials which may duplicate, parallel, or resemble Creator's Work. As such, Creator waives all claims of infringement, misuse, or misappropriation of the Work.

By participating in the Creative Invite and submitting a Work, Creators acknowledge and agree that:

- (i) Sponsor, Sponsor's affiliates, EON Productions, Metro-Goldwyn-Mayer Studios Inc., Mirror Releasing, LLC d/b/a United Artists Releasing and each of their respective licensees, successors and assigns (collectively, "Film Parties") and their respective agents, representatives or licensees may now have similar scripts, treatments, concepts, artwork and/or ideas in development and/or may independently develop and use similar concepts, artwork and/or ideas;

- (ii) any similarity between any Work that Creators submit and/or any materials already in development or independently developed hereafter by the Film Parties or any of their respective agents, representatives or licensees shall be coincidental;
- (iii) 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 the Film Picture Parties and their respective agents, creators, writers, representatives or licensees notwithstanding any similarity to any materials (including Creator's Work) that Creator has submitted hereunder; and
- (iv) that Work is not being submitted in confidence or in trust to Sponsor or any Film Parties and that no confidential or fiduciary relationship is intended or created.

8. Representations and Warranties of Creator. By participating in the Creative Invite and submitting a Work, Creator represents and warrants to Sponsor and Promoter as follows:

- (i) Creator has the right and capacity to enter into this Agreement;
- (ii) the Work is Creator's own original work and was created solely by Creator for the purpose of participating in the Creative Invite and does not infringe any copyright, proprietary right or any other right of any other person or entity.;
- (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 and Creator has made no commitments to or agreements with any third party with respect to the Work or the use or license of the Work;
- (v) the Work does not and will not violate any contract or third party rights, including any patent, copyright, trade secret, trademark, privacy, publicity, or other personal or proprietary rights of any individual or entity (except for the material provided by Sponsor for use in this Creative Invite only);
- (vi) the Work does not and will not violate any applicable laws; and
- (vii) the information submitted by Creator in connection with the Creative Invite is accurate and complete.

9. 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 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, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF EACH 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) EACH.

10. Release; Indemnification; Disclaimer. By participating in the Creative Invite, Creator agrees:

- (a) To release and hold harmless Promoter, Sponsor, Metro-Goldwyn-Mayer Studios Inc., EON Productions, Mirror Releasing, LLC d/b/a United Artists Releasing and Judges, and 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 (collectively, the "Released Parties") from and against any and all losses, property damage, personal injury (including emotional distress) and/or death, harm, damages, injury, costs, expenses, liability, and claims of any kind (including reasonable attorneys' fees) ("Losses"), in each case whether direct, indirect, or consequential, arising out of or relating to Creator's creation or submission of a Work, participation in the Creative Invite or any Creative Invite-related, Opportunity related or Incentive-related activity, acceptance or use or misuse of any 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 Creator of any of the warranties, representations or other provisions herein or (ii) Creator's participation in the Creative Invite, submission of a Work, or acceptance, use, or misuse of any Opportunity or Incentive;
- (c) That the Released Parties assume no responsibility for any injury or damage to Creator 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 Opportunity or Incentive or any component thereof, including, but not limited to, express warranties provided by the supplier of the Opportunity or Incentive (or any component thereof) or their affiliates.

11. No Tampering. Promoter, Sponsor and Judging Panel reserve the right to disqualify any Creator 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.

Any attempt to undermine the legitimate operation of the Creative Invite may be a violation of criminal or civil law; should such an attempt be made, Promoter and Sponsor reserve the right to seek damages from any such person to



the fullest extent permitted by law. If Promoter determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Creative Invite, Promoter reserves the right to void the submissions at issue or terminate the relevant portion of the Creative Invite, including the entire Creative Invite, or modify the Creative Invite, these Official Rules, or award Opportunities or Incentives based upon the criteria set forth in these Official Rules from all eligible submissions received prior to the termination date.

12. Payments. Any cash portion of the Incentive will be paid directly to the Creator by Promoter by PayPal, wire transfer or a payment method agreed upon by Creator and Promoter. Applicable federal, state, local or other taxes and any fees and costs applicable to such Incentives (e.g. PayPal or wire transfer fees) are the sole responsibility of the Awardees who receive 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.

13. General Conditions. Promoter and Sponsor reserve the right to cancel, suspend, or modify the Creative Invite, or any part of it, if any fraud, technical failures, or any other factor beyond Promoter's and Sponsor's reasonable control impairs the integrity or proper functioning of the Creative Invite, as determined by Promoter in its sole discretion. Promoter's and Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. If, for any reason, any Work or other information is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Creator's sole remedy is the opportunity to submit another submission to the Creative Invite if such submission is reasonably possible.

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.

14. Governing Law; Choice of Forum. 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 Invite, shall be governed by, and construed in accordance with, the laws of England and Wales, without giving effect to any choice of law or conflict of law rules (whether of the England and Wales, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than England and Wales. In addition, any dispute relating to the Creative Invite (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in London, England. Creators hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have. BY PARTICIPATING IN THE CREATIVE INVITE, 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 INVITE, 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.

Sponsor: Universal Pictures International Ltd, PO BOX 648, Norwich, UK.

15. Promoter and Prize Provider: Talenhouse Ltd, Templeman House C1, Weaver Road, Lincoln, LN6 3QN.

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

17. Official Rules: To obtain a copy of the official rules, visit <https://www.talenthouse.com/i/design-artwork-inspired-by-daniel-craigs-bond-films> during the Submission Period, or send a self-addressed, stamped envelope to Promoter at the address above. Vermont residents may omit return postage with Official Rules requests.