

Talenthouse's "Resident Evil: Welcome to Raccoon City" OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR RECEIVE AN AWARD IN THIS CREATIVE BRIEF. INTERNET ACCESS REQUIRED FOR ENTRY. VOID WHERE PROHIBITED BY LAW.

BY PARTICIPATING IN THIS CREATIVE BRIEF, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.

CREATIVE BRIEF OVERVIEW: Create artwork ("Work") inspired by the motion picture "Resident Evil: Welcome To Raccoon City" ("Picture").

WHO CAN ENTER: Only those Creators (each a "Creator") who access the 'Creative Brief' may submit their Work (each submission an "Entry"). Each Creator may submit up to ten (10) separate Works. The Work must be created by an individual artist and not a 'team' of artists. Each Creator must be at least 18 years of age and of the legal age of majority in their respective country of residence and meet the eligibility requirements set forth below.

SUBMISSIONFORMAT: Original digital static artwork (.jpeg and .png)

THE INCENTIVES: Talenthouse IP, LLC ("Sponsor") will invite visual Creators from around the world to create a Work inspired by the Picture. All submissions must comply with the Submission Requirements set forth in that section below.

Five (5) selected entries (each "Selected Creator"), subject to verification, as chosen by a group of judges as determined by Sony Pictures Entertainment Inc. ("SPE") in its sole discretion will each receive \$2,000 and the opportunity to be featured in the marketing campaign for the Picture in all mediums now known or later devised, including without limitation, Picture's digital and marketing channels, printed materials and merchandise, such as t-shirts. Depending upon the number of Works submitted, a Creator has the opportunity to have multiple pieces (maximum of 5) of their Work selected. Selected Creators will be required to make changes or provide traced line art versions of their Work with high res files or as otherwise specified by SPE. Failure to make requested changes or provide a high res file may result in disqualification.

ASSIGNMENT BY CREATORS: All Creators shall agree to the Assignment Agreement in order to participate in the Contest. See Section 7 for additional information regarding the assignment.

Important Note: Based on scoring by the judges, there is no guarantee that any Work will be included in any advertising or promotional campaign.

USE: SPE may use the Work(s) across all platforms in association with the advertising, marketing and promotion of the Picture including without limitation, digital and marketing channels. The Creative Brief Entities (defined below) will use commercially reasonable efforts to credit each Creator's Work. All Creators hereby acknowledge and agree that the Picture IP and all intellectual property rights embodied therein, and all derivative rights thereof including the embodiment of the Picture IP in any way in the Work submitted is the sole and exclusive property of SPE and Creators will not obtain any rights or interests of any kind whatsoever in the Picture IP. Except as provided herein, Creator's rights to use the Picture IP are limited to entering this Creative Brief in accordance with these Official Rules. The Contest Entities (defined below) will

use reasonable efforts to credit the Work, however, failure to provide accurate credit by the Creative Brief Entities shall be considered an error or oversight and shall be considered an error or oversight and shall not constitute a breach of these rules.

Any ownership in the Work is subject to and restricted by SPE's underlying rights in the Picture IP and Creators may make only personal use (i.e. portfolio purposes) of their respective Entry without express written consent from SPE for the sole and exclusive purpose of displaying as part of Creator's portfolio. Under no circumstances may a Creator obtain a fee, royalty, advertising revenue, or any other payment in exchange for the Work.

If the Work is determined to not be a derivative work, you then hereby irrevocably grant to SPE the royalty free, sublicensable, worldwide and perpetual right to copy, display, distribute, edit, reproduce, use and otherwise exploit the Work by any means, including the right to use the Work for commercial purposes such as in advertising and marketing materials and for merchandise licensing. You understand and agree that you will not receive compensation for any display or other use of the Work content submitted by you. you further acknowledge and agree that all Work review, approval, and posting will be in Sponsor's sole discretion.

KEY DATES:

All times are in Pacific Time ("PT")

- Launch: October 7th, 2021 at 8:30 AM PT
- Submissions must be received by: October 21st, 2021 at 10:00 AM PT ("End Date")
- Selection Period Starts: October 21st, 2021 at 10:01 AM PT
- Selection Period Ends: October 25th, 2021 at 10:01 AM PT
- Selected Creators Announced: Approximately November 4th, 2021 at 12:00 PM PT

By participating in this Creative Brief, Creator also grants the Contest Entities a limited license to use any work the Creator submits for display on the Contest Entities' respective social media channels, for all promotional purposes related to this Creative Brief and for the advertising, marketing, and promotion of the Picture.

SEE SPECIFIC CREATIVE BRIEF FOR ADDITIONAL INFORMATION

The submission period for the Creative Brief is described on the Creative Brief site located at [<https://www.residentevilmovie.talenthouse.com>] (the "Creative Brief Site") and shall begin and end on the dates and times set forth above and/or on each Creative Brief Site (the "Submission Period"). The Creative Brief is governed by these Official Rules. Void where prohibited by law.

1. Eligibility. The Creative Brief is open only 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. This Creative Brief is open to artists worldwide excluding residents of Crimea, Cuba, Iran, Myanmar, North Korea, Russia, Sudan, and Syria. 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 SPE and

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 (defined below), 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. By entering the Creative Brief, Creator represents and warrants that Creator agrees to be bound by these Official Rules, the Terms and Conditions www.talenthouse.com/terms-and-conditions, the Talenthouse Privacy Policy located at www.talenthouse.com/privacy-policy, [the SPE Privacy Policy located at www.sonypictures.com/corp/privacy.html](http://www.sonypictures.com/corp/privacy.html), and the decisions of Sponsor and the 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 the Work which is an original work of authorship as specifically described above and/or at the Creative Brief Site. Modifying, enhancing or altering a third party's preexisting work does not qualify as Creator's original creating. 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 www.talenthouse.com/terms-and-conditions, and the Talenthouse Privacy Policy www.talenthouse.com/privacy-policy and the [SPE Privacy Policy \(link specified above\)](http://www.sonypictures.com/corp/privacy.html). 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 or the Creative Brief, 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 notify a Creator whether a Work may be deemed ineligible or subject to removal.

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

(a) The Work must adhere to the following creative themes:

- Creators are encouraged to create one-of-a-kind digitally illustrated posters, illustrations, digital paintings inspired by the themes of the Picture, as outlined in the Creative Brief section "Things to Consider" and in accordance with the Official Rules.
- Creators may use the approved imagery assets, the title treatment and the trailer as inspiration for their original digitally illustrated Work (see Creative Brief Site).
 - Creators may not use provided image assets or elements of the trailer within their work.
 - Creators should check out the Picture's website and social media channels for additional inspiration (see Creative Brief Site).
 - Creators may not use images from the video game "Resident Evil"
- The Work must be Creator's own original work, created solely by Creator, and no other individual and not incorporate 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 SPE 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 the imagery, themes, characters (but not actual talent images), the Picture title and key art, and/or studio names trademarks, logos or other property associated with Picture (collectively, "Picture IP"), as directed by Sponsor.

Picture IP is allowed solely for use by you for entry into this Creative Brief and may only be used in a positive and non-disparaging manner;

(c) Except as set forth on the Creative Brief Site, the Work must not contain or reference any names, products or services of any company or entity or any third-party trademarks, logos, trade dress or promotion of any brand, product or service, including any other characters in any other similarly themed films, TV shows, books, video games, or digital series.

(d) If any persons appear or are referred to in the Work 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 the Creative Brief Entities. If any person appearing in any Work is under the age of majority in their jurisdiction of residence, the signature of a parent or legal guardian is required on each release. Creator agrees to provide Sponsor with written confirmation of those permissions and rights upon request;

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

(f) The Work must not contain any references or depictions to alcohol, drugs, tobacco, personal hygiene, sexual oriented themes or items, political or religious or gambling or firearms or weapons.

(g) The Work must not contain any personally identifiable information of any person other than the Creator's name. 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;

(h) 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 the Creative Brief Entities' 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 the Creative Brief Entities 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;

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

(i) During the selection period, Sponsor will reach out to those being shortlisted. You must respond to Sponsor within forty-eight (48) hours or else you will forfeit all incentives. For the verification, you will be asked to provide the original files of your artwork and a scan of your ID.

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 the Talenthouse Privacy Policy or the SPE 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 PDT ON THE LAST DAY OF THE SUBMISSION PERIOD. Limit ten (10) submissions per person throughout the Submission Period. Submissions by the same person in excess of the limits stated herein will be disqualified. Submissions will be deemed to have been submitted by the authorized account holder of the email address submitted used in connection with the submission provided that person meets the eligibility requirements in these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Submissions received will not be acknowledged or returned. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF YOUR WORK. ANY ENTRY OR WORK THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE OFFICIAL RULES WILL BE DEEMED INELIGIBLE IN SPONSOR'S SOLE DISCRETION. Only submissions that are posted, identified and recorded on the Creative Brief Site's servers during the Submission Period will be considered. Other proof of submitting an entry (such as a printed or copied screen stating "Thanks for Entering" or similar) does not constitute actual receipt of the entry for purposes of this Creative Brief. The Creative Brief Site's database clock will be the official timekeeper for this Creative Brief. Each Creator should review all personal information entered for accuracy purposes and make all corrections necessary to inaccurate data before submitting his/her entry. Entries or participation that is forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made by any other individual or any entity or group, or originating at any web site other than as set forth specifically above, including, without limitation, through commercial promotion subscription notification or entering services, will be declared invalid and disqualified for this Creative Brief. As a condition of entering this Creative Brief, without limiting any other provision in these Official Rules, each Creator gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of complying with applicable laws, regulations, ordinances, and rules ("Applicable Laws"). 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 Creators 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. Judging. On or about the "Selection Date" set forth above and/or on the Creative Brief Site, Sponsor's designated judges will select the Selected Creators from among all eligible entries received. The entries will be judged according to the following equally weighted judging criteria: (i) substance; (ii) creativity; (iii) originality, and (iv) adherence to the Picture theme. Based on the above criteria, each of which will be given equal weight, the five (5) eligible Entries with the highest cumulative scores will be chosen as the 'Selected Creators' to receive the incentive as further described above. Odds of being selected depend on the nature, quality and number of eligible submissions received. Depending upon the number of Works submitted, a Creator has the opportunity to have multiple pieces of their Work selected. Decisions of judges are final and cannot be appealed. In the event of a tie, the Creator involved in the tie with the highest combined creativity/originality score will be selected. In the event of a remaining tie, if needed, the judges will re-score the tied Art in all four (4) categories until the relevant tie is broken.

5. Notification. During the Selection Period set forth above and/or on the Creative Brief Site, the selected potential Selected Creators will be notified by mail, phone and/or e-mail, at Sponsor's discretion, using the information provided by each potential Selected Creator(s). 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, selected potential Selected Creators may be disqualified and required to forfeit the incentive, and alternate potential Selected Creators 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 Creators or notification is returned as undeliverable; (ii) declines or cannot accept, receive or use the incentive for any reason, including but not limited to refusal to sign the Assignment Agreement and Awardee Agreement; (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 <https://www.talenthouse.com/terms-and-conditions>, the Talenthouse Privacy Policy, and the SPE Privacy Policy. Sponsor is not obligated to leave voice mail, answering machine, or other message. As a condition of entering this Creative Brief, each potential Selected Creator agrees to complete, sign, have notarized (where applicable), and return (as directed by Sponsor) an Affidavit/Declaration of Eligibility, Release of Liability, Publicity Release, and/or Copyright License or Transfer of Assignment, including a waiver of 'droit moral' rights (where permitted by law) (collectively, the "Declaration") and tax forms 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. Failure to sign the Declaration may result in ineligibility. 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 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.

6. **Publicity Release; Use of Personal Information.** By participating in this Creative Brief, each Creator grants the Creative Brief Entities the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name including nicknames and social media handles, 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), world-wide, without any limitation of time and without notice, review or approval and each Creator releases all Released Parties (defined below) 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 Privacy Policy.

7. **Assignment/Grant of Rights.** By participating in the Creative Brief, each Selected Creator hereby irrevocably assigns to SPE all rights, title and interest in and to the Work including all results and proceeds thereof including all copyrights therein and thereto and all renewals, extensions, and restorations thereof, and all rights to exploit the same throughout the universe, in perpetuity (but in any event for not less than the period of copyright and any renewals, extensions, and restorations thereof), in any and all media, and by any and all means, manner, content delivery mechanisms or technology, whether now known or hereafter devised. All Creators shall agree to the Assignment Agreement during the entry process in the Creative Brief. The Selected Creators are required to sign an Assignment Agreement and Awardee Agreement. In the event the Selected Creator fails or refuses to sign an Assignment Agreement and Awardee Agreement, said Selected Creator will be disqualified.

For all Creators, SPE hereby grants a perpetual limited non-exclusive right and license to the Creator's respective Work, solely for use in Creator's personal portfolio used solely for showcasing Creator's work ("**Portfolio**"). Use of the Work in the Portfolio shall comply with the following: (a) if said Portfolio is an online, digital or electronic format, then said Work(s) may not be downloadable and/or available to be copied, as part of the Portfolio or otherwise; (b) in no event shall the Portfolio and the Work(s) be offered for sale or sold; (c) Creator shall not utilize said Work(s) in the Portfolio in any manner that might suggest that the talent appearing therein or SPE endorses Creator and/or products; (d) said Work(s) as used hereunder shall not be published prior to the theatrical release of the Picture other than via this Contest (which includes a Creator post of their respective Work on their respective social media pages. When posting the Work, the Contest and the Picture must be tagged.); (e) any license granted by SPE pursuant to this Section shall be conditioned upon the Work(s) being identified with the Picture and Creator agreeing to full and complete compliance with the notice provisions of the copyright law of the United States and causing such copyright notice(s) as may be designated by SPE to appear on the Work(s) included in the Portfolio; and, (f) Creator

may not edit, alter, or modify the approved Work(s) without SPE's prior written consent and the consent of all other applicable third parties.

SPE is and shall be the sole and exclusive owner, and is the sole author for all purposes (including under the copyright laws of the United States), in perpetuity, beginning at the moment of creation, at every stage including, including creation, processing, completion and delivery of the Work, free of any liens, claims, encumbrances, limitations or restrictions by the Creator or anyone claiming by or through the Creator. Creator acknowledges that no further license or payment to the Creator will be made.

By participating in the Creative Brief, Creators' acknowledge and agree that: (a) SPE and its parent, subsidiaries, affiliates, employees, agents, writers, representatives or licensees (collectively "SPE") 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 SPE, 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 SPE notwithstanding any similarity to any materials (including my Work) that Creator has submitted hereunder.

8. Representations and Warranties/Indemnification. By participating in this Creative Brief, Creator hereby represents and warrants as follows: (i) to be bound by these Official Rules and all Applicable Laws; (ii) 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, (iii) waive all of his/her rights to bring any claim, action, or proceeding against any of the Creative Brief Entities; (iv) Creator has all necessary rights and permissions to submit his/her Work in this Creative Brief; (v) each Selected Creator has the full power and authority to assign the rights to the Work and no third party shall have any claim to the Work; (vi) that any so called "moral rights" in the Entry have been waived and Creator acknowledges and agrees that SPE May use any ideas from ay Work or other submitted materials, whether or not Creator has been awarded a prize in connection with such Work or other materials. Each Creator hereby agrees to indemnify, defend and hold harmless each of the Creative Brief Entities from and against any and all third-party claims, demands or causes of action or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of or in connection with: (i) The Creative Brief Entities and/or any of its affiliates " or their respective licensees 'and/or authorized designees 'exercise of any of their rights granted hereunder, and/or the use, as permitted hereunder, of the Creator's Art; (ii) any breach or alleged breach of any of the warranties, representations or agreements of Creator hereunder; (iii) the Creator's participation in the Creative Brief and the Creative Brief Entities right to use the Art as set forth herein; (iii) the Creator's failure to comply with these Official Rules or any Applicable Laws; and/or (iv) a breach of any warranty or representation made by Creator in these Official rules.

9. Disclaimers; No Tampering; Right To Cancel, Modify; General Rules. The Creative Brief Entities and their respective employees, officers, members, representatives, agents, and directors, licensees, successors and assigns (collectively 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 Creators to accept the incentive for any reason; (f) if an incentive cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond the Creative Brief Entities' 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 email 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 a 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.

10. Release of Liability; Disclaimer of Warranty; Forum Selection Clause. By participating in the Creative Brief, Creator agrees 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, Selected Creators acknowledge that the Creative Brief Entities 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, without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. In addition, any dispute relating

to the Creative Brief (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Los Angeles County, State of California. Creators hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens 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.

11. No Injunctive Relief: EACH CREATOR UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE CREATIVE BRIEF OR THE PICTURE, OR ANY OTHER MOVIE, PRODUCTION OR PROJECT OF SPE OR ANY OF ITS AFFILIATES.

12. Sponsor: Talenthouse IP, LLC, 827 Santa Barbara Dr., Farmington, NM, 87401, USA

13. Sony Pictures Entertainment Inc. is not a Sponsor and is not responsible for the administration of the Creative Brief.

14. Selected Creator List. To obtain a copy of a Selected Creator 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.

15. Official Rules. To obtain a copy of the official rules, visit the Creative Brief Page during the Submission Period.

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