

Official Rules

You don't need to purchase or pay anything to enter the Creative Briefs on Untitled. If you do purchase from, or make a payment, this won't increase your chances of being chosen as a Selected Creator.

What you need to know:

We love running promotions for you guys and we want to be as clear as possible on how you enter and the winner is selected. Please read the nuts and bolts below for the full details.

- 1. You can participate in a Creative Brief on Untitled if you are aged between 13 and 18 years old and have a Young Creator Account on Untitled. If you are below the age of digital consent for your country of residence at the time of submitting your entry, you must have parental or guardian consent to enter.
- 2. So that we are completely fair, anyone employed by us or the Sponsor, their families (parents, children, siblings, spouse and life partners) or professionally connected to this promotion is not allowed to enter.
- 3. You or your parent or guardian must make sure that taking part in a Creative Brief (including accepting of any incentive) is in line with the laws in the country where you live. This Promotion won't be valid if local national laws don't allow it. We won't confirm anything we say or do as to whether the Promotion or your participation is allowed.
- 4. You don't have to buy anything to take part in a Creative Brief, but you do need your own active Young Creator Account on Untitled.
- 5. Promotion Period: You are allowed to submit work during the Submission Period for each Creative Brief. The start and end dates of the Submission Period will be outlined on the Creative Brief Site. However, all submissions must be received by the Submission Deadline ('Submit your logo by') detailed in the Creative Brief.
- 6. To Enter: Submitting work is simple, just log into your Young Creator Account (or create one for free if you don't already have one), then read the Creative Brief in full. If you want to, then create and submit an original piece of work during the Submission Period for that Creative Brief on the Creative Brief Site. Click 'Submit' and upload your work and a Permission Agreement signed by a Parent/Legal Guardian.
- 7. Young Creators can update and replace an existing work with new work during the Submission Period; provided the replacement submission replaces a previously submitted piece of work.



If you are below the digital age of consent at the time of entry, you will also have to ask a parent or guardian to upload a Permission Agreement signed by them and they must agree to these Official Rules and work usage terms of the Creative Brief. If you are over the digital age of consent at the time of entry, you will have to ask a parent or guardian to agree to the <u>Terms and Conditions</u> and <u>Privacy Policy</u>.

- 8. Moderation Criteria:
 - a. Any work you submit must:
 - i. be your own original work created only by you
 - ii. not have been previously licensed, sold, used, published, released or distributed
 - iii. not have previously won any award
 - iv. Include trademarks, logos, or copyrighted material not owned by you or used without the right holder's prior written permission (including famous names, company names, etc.) or apart from material provided by the Sponsor.
 - v. not include offensive, rude or inappropriate images.
 - vi. Not contain content that could reflect negatively the name, reputation, or goodwill of Untitled or any Sponsor or brand partner
 - vii. defame, misrepresent, or insult other people or companies, including, but not limited to Untitled, the Sponsor or any brand partner
 - b. Any work that breaches the above rules will be removed by Untitled and your submission will be disqualified.
- 9. You may only enter a maximum of 15 times for each Creative Brief. If you do happen to enter more than this, we'll count your first 15 Submissions, but any others will be ignored.
- 10. Incentives: Each Creative Brief will outline the specific Incentive details for that Creative Brief.
- 11. Selection Process: So that you know we've selected our Selected Creators fairly, all valid submissions that we receive during each Submission Period (subject to moderation) will be judged by one or more judges chosen by the Sponsor, by the dates specified in the Creative Brief. Each Creative Brief will outline the specific judging criteria and the number of Selected Creators who will receive an incentive.
- 12. Contacting the Selected Creators: If you are a Selected Creator, we'll contact you via the email address that you provided with your Young Creator Account during the selection period., as stated in the Creative Brief. The lucky Selected Creators will need to respond to us within 48 hours from the point of contact. If a Selected Creator doesn't respond within the time given, we reserve the right to disqualify them. In the event that a Selected Creator doesn't respond, the Incentive will be awarded to a reserve Selected Creator and the time required for reserves to respond may be shorter. This will be detailed while notifying a reserve Selected Creator.



- 13. All parents or guardians of Young Creators are subject to verification prior to being confirmed as a Selected Creator. Untitled will conduct eKYC background checks on a Selected Creator's parent or guardian prior to confirming them as a Selected Creator. If a parent or guardian fails these checks, then the Young Creator will be disqualified. A parent or guardian of a Selected Creator must sign the Awardee Agreement and License Agreement on behalf of the Young Creator in order to receive the incentive.
- 14. If you are submitting a likeness, photo or image of another person, or they feature as part of your work for a Creative Brief, you will also have to ask them or their parent or guardian to sign a Release Form to give their consent for you to use their image. If the Sponsor or Untitled requests, the Young Creator or their parent or guardian may also be required to provide a signed Model Release Form.
- 15. Incentive Acceptance: If you are our lucky Selected Creator, we will send you your Incentive as soon as we can and they will be delivered to you or fulfilled within 90 days (unless otherwise outlined to you during the Incentive Acceptance) of the date you or your parent or guardian accept the Incentives when contacted by us or Sponsor. In the unlikely event that your Incentive doesn't arrive or isn't arranged within 90 days of your Incentive Acceptance, you'll have a further 28 days to inform us by emailing us at: hello.untitled@talenthouse.com. If you don't let us know within this time frame, we will reserve the right to not reissue the Incentive or limit its value at our sole discretion.
- 16. As a Selected Creator, you or your parent or guardian will be responsible for any applicable taxes related to the acceptance of any Incentive.
- 17. Sorry, but you can't transfer an Incentive to someone else or exchange it for a cash alternative. If, for reasons we can't control, any element of an Incentive is no longer available, we'll offer you an alternative Incentive which we hope you'll still love but which will definitely be of equal or greater value.

The Legal and Other Bits

No one likes the small print, but we need to let you know about some other important stuff too and make you feel comfortable that we run our promotions properly, fairly (and legally!)

18. By submitting work, you or your parent or legal guardian acknowledge that submissions are made on a non-confidential basis and that, except for Selected Creators, no promise of payment or incentive has been made for the use of the works and all incentives are non-financial. You and your parent or guardian further acknowledge that the Sponsor may engage in the creation, acquisition, and development of creative materials which may duplicate, parallel, or resemble a Young



Creator's Work.

- 19. Data Privacy: We care a lot about the security of your personal data and it will be held in accordance with our <u>Privacy Policy</u> and will only be used for the purposes of this promotion save where you or your parent or guardian have opted in to receive communications from Untitled or the Sponsor. We will only share your data with our Fulfilment Partners for them to fulfil this promotion.
- 20. Creative Briefs are in no way sponsored, endorsed or administered by, or associated with any social media channel. You understand that you are providing information to Untitled and the Sponsor, and not to any social media channel. By submitting work, you agree to a complete liability release for any social media channel.
- 21. We can't take any responsibility for entries or work which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any technical, delivery or other reason. Proof of sending or uploading will not be accepted as proof of receipt. We can't guarantee continuous or secure access to the Creative Brief Site.
- 22. If someone or something tampers with a Creative Brief or a Creative Brief Site in some way whether by fraud, technical failures, system errors or other issues, including any such failure which isn't within the control of Untitled, the Sponsor our agencies, Untitled, the Sponsor and our agencies will not be responsible if the Creative Brief or the Incentive are not capable of running as planned or for the non-inclusion of entries. Proof of Submission is not proof of receipt of a Submission.
- 23. Unfortunately, if you suffer any loss or damage that arises out of or in connection with participation, or a Creative Brief or an Incentive itself (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using an Incentive, except for any liability which cannot be excluded by law, Untitled or the Sponsor won't be liable for this. Nothing will exclude our liability for death or personal injury as a result of our negligence.
- 24. We will not be liable for any failure to comply with our obligations or any delay in performing our obligations within these official rules If an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God or any other circumstances beyond our reasonable control.
- 25. If a Creative Brief can't run properly because of tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond our reasonable control



which affects the running, administration, security or fairness of a Creative Brief, we reserve the right to disqualify any person involved. We will also have the right to cancel, modify or suspend the promotion.

- 28. We may refuse to award an Incentive in the event of any Young Creator's fraud, dishonesty, breach or non-entitlement under these official rules or seek recovery of its value if the Incentive has been awarded.
- 29. If any provisions of these official rules are judged to be invalid, illegal or unenforceable, this will not affect or impact the continuation in full force and affect the remainder of the provisions.
- 30. By submitting work you confirm that you have read and agree to these official rules, the Creative Brief, Permission Agreement, and Site <u>Terms and Conditions</u>.
- 31. In the event of a discrepancy between these official rules and the details in any Creative Briefs, the details in the official rules will prevail.
- 32. These official rules are governed by English Law and shall be subject to the exclusive jurisdiction of the English and Welsh Courts.

Promoter: Talenthouse IP LLC which is a company whose registered office is at Talenthouse IP, LLC, 827 Santa Barbara Dr., Farmington, NM, 87401, USA. Company number: 6268714 who owns and operates the platform called Untitled.