

Creative Invite for “Submit naming concepts for General Motors’ new eBike brand” Official Rules

Title: Submit naming concepts for General Motors’ new eBike brand

Work: Artists to submit a PDF of their proposed name and 50-100 word (or more) creative concept for General Motors’ upcoming eBike brand (“**Work**”)

Sponsor: Talenhouse Inc., 306 N Robertson Boulevard, West Hollywood, California, 90048 (“**Sponsor**”)

Contest Administrator: Talenhouse Inc., 306 N Robertson Boulevard, West Hollywood, California, 90048

Creative Invite: The Creative Invite described at <https://www.talenhouse.com/i/submit-naming-concepts-for-General-Motors-new-ebike-brand> (“**Creative Invite**”).

Incentives:

General Motors Holdings LLC (“**GM**”) and Isobar Canada Inc. (“**Isobar**”), will select the top ten (10) Works being considered to receive Incentives (“**Finalists**”).

From the list of Finalists, GM and Isobar will select one as the top work (the “**Selected Work**”).

The Artist who submitted the Selected Work will receive:

- The potential opportunity that their Work is used in the official global branding and promotional materials spanning product, digital, print, merchandise, etc.;
- \$10,000 USD

The Artists who submitted the remaining Works will receive:

- \$1,000 USD for each such Work, as applicable.

In the event that more than one Artist submitted the same brand name as the **Selected Work**, the decision as to which one of the Works is chosen as the **Selected Work** will be based on the content of their concept description. Artists who submitted the same brand name as the **Selected Work**, but whose Work was not chosen as the **Selected Work**, will receive \$1,000 USD and be identified as an additional Finalist.

Rights:

The Artist who submitted the Selected Work, and any other Artists who submitted the same brand name as the Selected Work, will be required to assign all rights in their Work to GM pursuant to the terms and conditions of an Artist Agreement. The Artists who sign an Artist Agreement may still make personal use (portfolio) of their submitted Work provided they do not make any use of the final market version of the Work. Any Artists who are not required to sign an Artist Agreement retain ownership in their Work. In no event, may any Artist obtain a fee, royalty, advertising revenue, or any other payment in exchange for the submission.

Key Dates:

Launch: November 2, 2018 at 10:00 AM

Submission Period: November 2, 2018 10:00 AM – November 26, 2018 07:00 AM

Selection Period: November 26, 2018 7:00 AM – December 22, 2018

Selection Date 10 Finalists: December 22, 2018

Selected Work Announcement: January 31, 2019

All times are in Pacific Time.

SEE SPECIFIC CREATIVE INVITE SITE FOR ADDITIONAL INFORMATION.

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

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR BE SELECTED. The submission period for the Creative Invite described on the Creative Invite website (located at <https://www.talenthouse.com/i/submit-naming-concepts-for-General-Motors-new-ebike-brand>) (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.

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1. *Eligibility*. The Creative Invite is open only to individuals who are legal residents of the 50 United States or the District of Columbia, Canada (excluding Quebec), Germany, the Netherlands, Belgium, or the United Kingdom and at least eighteen (18) years of age and the age of majority in their jurisdiction of primary residence at the time of submission. Please note that the age of majority is 19 in the US in Nebraska and Alabama; and in Canada in British Columbia, New Brunswick, Newfoundland, Northwest Territories, Nova Scotia, Nunavut, Yukon; The age of majority is 21 in Mississippi (US). Artists are not required to be customers of GM/Isobar. It is the obligation of all Artists 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 artist is a legal resident/national. Proof of residency and age may be required. Sponsor, GM/Isobar and one or more GM/Isobar-designated judges (“**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 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, 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: Official Rules, Terms and Conditions, Privacy Policy and the Creative Invite Site. Eligibility to receive an 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. 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 makes its determinations regarding the Works, and the Sponsor contacts certain Artists who are selected as potential recipients of Incentives to confirm eligibility, etc. 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 Artists, whose Works were selected as Finalists, will be announced. The Artist and the Selected Work will be revealed at a later date (“**Selected Work Announcement**”). Both dates are specified on the Creative Invite Site and may be revised by the Sponsor at its sole discretion.

3. 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 Artist create an account on Sponsor’s website (www.talenthouse.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. Sponsor 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 Sponsor in its sole discretion. Sponsor 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:

- (a) The Work:
 - (i) must be Artist's own original work, created solely by Artist;
 - (ii) must not have previously won any award; and
 - (iii) must not infringe 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 Sponsor's sole discretion.
- (d) 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 Sponsor's or GM/Isobar's ability to use, display or otherwise exploit the Work in any form or media;
 - (ii) under any other contractual relationship, including but not limited to guild or union memberships, that may prevent Sponsor or GM/Isobar 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, Artist 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 GM/Isobar and Sponsor. 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, BUT NOT LIMITED TO, ANY RELEASES AND CONSENTS FROM ANY INDIVIDUAL WHOSE NAME, IMAGE OR LIKENESS APPEARS IN THE WORK.**

GM/Isobar, Sponsor 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 GM/Isobar, Sponsor and Judges on all matters pertaining to the Creative Invite shall be final and binding.

ALL SUBMISSIONS MUST BE RECEIVED BY 07:00 AM PT ON THE LAST DAY OF THE SUBMISSION PERIOD. Limit ten (10) submissions per Artist throughout the Submission Period. Submissions by the same Artist in excess of the limits stated herein will be disqualified. Artist 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. The Work will be deemed to have been submitted by the individual whose email address is associated with account.

4. Selection Process. Submitted Works will be judged as described below.
 - (a) Judges: One or more Judges will be appointed by GM/Isobar 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 Sponsor or GM/Isobar.
 - (b) Judging Criteria: The Judging Panel’s decisions will be made based upon the criteria (each of which will be given equal weight): creativity, success in embodying the creative brief’s themes as well as adherence to the guidelines as described on the Creative Invite Site.
 - (c) Artist Selection: The Artists whose Works are selected as candidates to receive incentives, as described on these Official Rules (“**Incentives**”) will be notified as set forth in Section 6. 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 a Work being a Finalist or the Selected Work depends on the nature, quality and number of eligible submissions received. The Artists who submitted the Selected Work and the remaining Finalists will not be eligible to receive any Incentives until they have each submitted all of the necessary documentation, including the Awardee Agreement (described in Section 6 below).
5. Incentives. The Incentives for the Finalists and all Artists who submitted the same brand names as the Selected Work (collectively, “**Awardees**”) are described on the Creative Invite Site. No transfer, refund, cash redemption, substitution, cash equivalent or replacement of any Incentive by any Awardee is permitted, except that Sponsor and GM/Isobar 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.
6. Notification and Verification of Selected Works. ALL AWARDEES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CREATIVE INVITE.

During the “Selection Period” set forth on the Creative Invite Site, the Awardees will be notified by mail, phone or email, at Sponsor’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 Incentive is contingent upon fulfilling all requirements. Sponsor and GM/Isobar shall have no liability for any notification that is lost, intercepted or not received by an Awardee for any reason. In Sponsor’s sole discretion, Awardees may be disqualified and required to forfeit any 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 Incentive for any reason;
- (iii) is found to be ineligible to enter the Creative Invite or receive the Incentive; or
- (iv) cannot or did not comply with this Agreement. Sponsor 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 Sponsor) a non-modifiable Creative Invite Awardee Agreement (“**Awardee Agreement**”) by a specified date or, in Sponsor’s sole discretion, the Incentive may be forfeited and an alternate Awardee may be selected in accordance with these Official Rules from among the remaining eligible submissions. Sponsor reserves the right to modify the notification procedures and the Awardee Agreement in connection with the selection of Awardees.

7. Publicity; Use of Personal Information. Except where prohibited by applicable law, by accepting an Incentive, all Awardees agree and acknowledge that Sponsor and any of their respective agents, designees or licensees may, without any limitation or further compensation, use the Awardee’s name, voice, biographical data, likeness, picture, opinions, entry materials, photograph, Work (in whole or in part), hometown and state, and audio or video recording of the Awardee for promotional purposes related to the Creative Invite in any media, worldwide, without further payment or consideration; provided further that GM/Isobar shall have the foregoing rights to the Work as well. By participating in the Creative Invite, Artists will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Creative Invite, to respond to Artist in matters regarding Artist’s Work or the Creative Invite, awarding Incentives, and as otherwise set forth in the Privacy Policy.
8. 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 grants Sponsor a non-exclusive, limited, worldwide license to copy, modify, transmit, publicly display and exhibit, the Work (in whole or in part) solely (i) on Sponsor’s website in connection with the Creative Invite, (ii) to otherwise administer the Creative Invite or (iii) to otherwise market or promote Sponsor’s services. Artists that are not selected will retain all rights to their Works, subject to the foregoing limited license.

Artist acknowledges that submissions are made on a non-confidential basis and that, except for Awardees, no promise of payment has been made for the use of the Works. Artist further acknowledges that GM/Isobar engages in the creation, acquisition, and development of creative materials which may duplicate, parallel, or resemble Artist’s Work. As such, Artist waives all claims of infringement, misuse, or misappropriation of the Work.

Artist acknowledges that, if Artist’s Work is selected as the Selected Work, or is the same brand name as the Selected Work, they will be required to sign an Artist Agreement pursuant to which GM will receive all rights, title, and interest in and to the Work for global usage for any purpose pursuant to the terms and conditions of the Artist Agreement. Such Artists acknowledge that failure to sign the Artist Agreement by the specified date will result in forfeiture of the Incentive and recognition of their Work as the Selected Work(if applicable).

9. Representations and Warranties of Artist. By participating in the Creative Invite and submitting a Work, Artist represents and warrants to GM/Isobar and Sponsor as follows:
 - (i) Artist has all rights, title and interest in the Work;
 - (ii) the Work is Artist’s own original work and was created solely by Artist 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 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 or creative guild or other performance alliance (except for the material provided by GM/Isobar for use in this Creative Invite only);
- (v) the Work does not and will not violate any applicable laws; and
- (vi) the information submitted by Artist in connection with the Creative Invite is accurate and complete; and
- (vii) Artist has all right and authority to respond to the Creative Invite and make a submission.

10. No Warranty of Sponsor or GM/Isobar; Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GM/ISOBAR 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 GM/ISOBAR, 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 GM/ISOBAR 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).

11. Release; Indemnification; Disclaimer. By participating in the Creative Invite, Artist agrees:
- (a) To release and hold harmless Sponsor, GM/Isobar 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, 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, Incentive-related activity, acceptance or use or misuse of any 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 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 Sponsor and GM/Isobar 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.

12. No Tampering. Sponsor, GM/Isobar 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.

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, Sponsor and GM/Isobar reserve the right to seek damages from any such person to the fullest extent permitted by law. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Creative Invite, Sponsor 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 Career Opportunities or Incentives based upon the criteria set forth in these Official Rules from all eligible submissions received prior to the termination date.

13. Payments. Any cash Incentives will be paid directly to Artist by Sponsor by PayPal, wire transfer or some other payment method agreed upon by Artist and Sponsor. 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 Awardees who receive such Incentives. Sponsor reserves the right to withhold the relevant portion of such Incentive to cover the cost of any such taxes, fees or costs, including without limitation any applicable wire transfer fees or required tax withholdings. Prior to receiving any Incentives, Artist

agrees to provide Sponsor any necessary information for applicable tax reporting and withholding purposes. 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 and Artist shall bear all tax obligations.

14. General Conditions. Sponsor and GM/Isobar 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 Sponsor's and GM/Isobar's reasonable control impairs the integrity or proper functioning of the Creative Invite, as determined by Sponsor in its sole discretion. Sponsor's and GM/Isobar'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, Artist'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.

15. Alternative Dispute Resolution; Governing Law; Choice of Forum. To the extent permitted by applicable law, Artist agrees that:
- (i) any and all disputes, claims and causes of action against the Released Parties arising out of or related to the Creative Invite, or any Incentives, other than those concerning the administration of the Creative Invite or the determination of Awardees, shall be resolved individually, without resort to any form of class action; and
 - (ii) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, including costs associated with entering the Creative Invite, but shall in no event include attorneys' fees.

Any dispute, controversy or claim arising out of or relating to these Official Rules shall be finally settled by binding arbitration under the then-existing Commercial Arbitration Rules ("**Rules**") of the American Arbitration Association ("**AAA**"), except as modified herein. The arbitration shall be conducted by one (1) arbitrator who shall be nominated by Sponsor, GM/Isobar and Artist and must be an attorney licensed to practice or otherwise experienced with New York law. If the parties cannot agree upon an arbitrator within thirty (30) days from the date the claimant's request for arbitration was served on the other party or parties, the sole arbitrator shall be appointed by AAA in accordance with the Rules.

Unless otherwise agreed, arbitration proceedings will be held in Los Angeles County, California, United States. The award rendered by the arbitrator will be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The arbitrator will have the authority to award money damages (with interest on unpaid amounts from the date due), specific performance, and temporary injunctive relief, but not the authority to award exemplary or punitive damages, and any claimed right to such damages is expressly waived. Any arbitration will be between Artist and Sponsor or GM/Isobar individually, and there shall be no joinder or consolidation of arbitrations or class action arbitrations.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Artist or Sponsor or GM/Isobar in connection with the Creative Invite, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would mandate the application of the laws of any jurisdiction other than the State of New York.