

Official Rules

1. These Official Rules ("Official Rules") form a legal binding agreement between you and Talenthouse with respect to each and every Creative Invite on www.talenthouse.com ("Website") in which eligible individuals ("You", "Your", "Creator") participate and you hereby agree to be bound by these Official Rules and the Rules on the specific Creative Invite site ("Creative Invite Site").
2. Each and every Creative invite is hosted by TLNT HOLDINGS S.A.R.L., 2-4, Rue du Palais de Justice, L-1841 Luxembourg ("Talenthouse" or "Sponsor") on behalf of itself or on behalf of its clients (a "Client") as set forth on the Creative Invite Site.

Eligibility

3. Unless otherwise stated on the Creative Invite Site, the Creative Invite is open to Creators aged at least 18, or the age of majority in their country of residence, if this is not 18 or over. Employees of the Client and Talenthouse, its subsidiaries, their immediate family members (parents, step-parents, children, step-children, siblings, step-siblings and spouses, regardless of where they live), anyone that shares a residence with the above at least 3 months out of the year or anyone professionally associated with the Creative Invite are excluded from participation.
4. You must ensure that your participation is lawful in accordance with the laws of your country of residence. **The Creative Invite is void where participation would not be permitted under local national laws.** Talenthouse shall not be taken to make any representations, express or implied, as to the lawfulness of participation for a Creator of any particular country.
5. No purchase is necessary to enter or be selected as Awardee(s) ("Awardee(s)") of a Creative Invite. However, internet access and a Talenthouse account are required.

Timeline

6. **Submission Period:** The starting and closing dates and times for the Submission Period are specified on the Creative Invite Site. In the event of unforeseen circumstances outside of our control, Talenthouse reserves the right to extend the Submission Period but will always endeavour to minimize the impact on Creators to avoid undue disappointment.
7. **Selection Period:** The period of time that Talenthouse verifies the eligibility of the Creators to participate in the Creative Invite, and the Judging Panel as designated by the Client ("Judging Panel"), reviews and judges all of the submissions from the Creators against the criteria set out on the Creative Invite Site to select the Awardee(s). The starting and closing dates and times for the Selection Period are specified on the Creative Invite Site.
8. **Announcement Date:** The date following the Selection Period, that the Awardee(s) are announced on the Creative Invite Site. The Announcement Date is specified on the Creative Invite Site and may be subject to change.

Creator Teams

9. Where Creator Teams are permitted on a Creative Invite, as specified on the Creative Invite Site, more than one Creator may collaborate in a joint submission, all members of the Creator Team agree that:
 - a. the individual whose Talenthouse account is used to submit the Work for the Creative Invite will be designated the leader of the Creator Team ("Team Leader");

- b. the Team Leader is solely responsible for distributing any proceeds resulting from being selected as an Awardee to the other individuals in the Creator Team;
- c. all individuals in the Creator Team must have read, understood and agreed to be bound by these Official Rules;
- d. all individuals in the Creator Team agree to release and hold harmless Talenthouse, the Judging Panel, and their respective parent companies, affiliates, subsidiaries, divisions, contractors, subcontractors, partners and any other organizations responsible for 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 ("**Released Parties**") from any losses, whether directly, indirectly or consequentially out of any dispute between any of the individuals in a Creator Team; and
- e. individuals in a Creator Team should consider entering into their own written agreement regarding the individuals' respective rights and responsibilities to each other in connection with their participation in the Creative Invite.

How to submit your Work

- 10. To submit an original piece of authorship (the "**Work**") for a particular Creative Invite, log into your Talenthouse account (or create one for free), then visit the Creative Invite Site and follow the instructions ensuring that the requirements specified on the site are followed.
- 11. Talenthouse reserves the right to disqualify any Creator or Work that does not comply with these Official Rules in its sole discretion. Talenthouse is not obligated to notify you if your Work has been disqualified and removed from the Creative Invite Site.
- 12. To be an eligible submission, your Work must meet the following requirements:
 - a. Work must be your own original work, solely created by you;
 - b. Work must not have been previously licensed, sold, used, published, released, distributed or otherwise exploited in any form;
 - c. Work must not have previously won any award;
 - d. Work must not infringe the copyright, trademark, privacy, publicity or other personal or proprietary rights of any individual or entity, other than any materials, copyright or trademarks provided as part of the Creative Invite;
 - e. except as provided in the Creative Invite, the Work must not contain, be derived from, or reference any names, products or services of any business, company, entity or any third-party trademarks, logos trade dress or promotion of any brand, product or service; and
 - f. Work must comply with all applicable law.
- 13. Any Work that is defamatory, malicious, indecent, sexually explicit, libellous, or contains inappropriate or otherwise objectionable content, may be disqualified at any time at Talenthouse's sole discretion.
- 14. You may not be:
 - a. represented under a contract that would limit or impair Talenthouse or the Released Parties' ability to use, display or otherwise exploit the Work in any form or media; or
 - b. subject to an acting or modelling contract that would make the submission or appearance in the Work a violation of any third-party rights.
- 15. You are solely responsible for obtaining all releases and consent necessary to permit the exhibition, use, license, sale, etc. of the Work by the Released Parties. The Released Parties may request that you provide a copy of a release signed by any individual featured in a Work.

16. Talenthouse and the Judging Panel reserve the right to disqualify any submission that they determine, violates these Official Rules or the spirit of the Creative Invite. The decision of Talenthouse, and the Judging Panel are final and binding on all matters related to the Creative Invite.
17. You may update and replace existing submissions with new Work during the Submission Period. This is on the understanding that the new Work will replace the original Work, and the original Work will be disqualified.

Selection Process

18. Works submitted during a Submission Period will be judged as described below:
 - a. **Judging Criteria:** All valid Works will be judged by the Judging Panel based on the criteria described on the Creative Invite Site.
 - b. **Selection:** Each Work will be evaluated during the Selection Period and scored based on the Judging Criteria. The Creator(s) with the highest score(s) will be deemed Awardee(s) who will receive the incentive described on the Creative Invite Site ("**Incentive**"). In the event of a tie, the relevant Works will be subject to final vote from the Judging Panel to select the Awardee(s). The odds of being selected as an Awardee depend on the nature, quality and number of eligible submissions received. In the event that an Awardee is disqualified for any reason, Talenthouse and the Released Parties reserve the right to select another Awardee in the same manner.

Incentives

19. Following the Announcement Date, the Awardee(s) will receive the Incentive within 90 days. Incentives are not transferable or exchangeable and cannot be redeemed for any other form of compensation. If for any reason an Incentive is not available, Talenthouse and the Released Parties reserve the right, in their sole discretion, to substitute the Incentive for an alternative of equal or greater value (or cash equivalent). If any portion of an Incentive is unclaimed, unaccepted or unused by the Awardee(s), that portion will be forfeited and will not be substituted.
20. Where an Incentive is not a financial Incentive, the Incentive will be deemed to have no commercial value.
21. Talenthouse will take all steps to ensure that an Incentive is available, however in the event that an incentive is unavailable for reasons outside of the control of Talenthouse, the Awardee(s) agree to waive and release the Released Parties from any and all liability related to the award of the Incentive.

Notification and Verification of Selected Works

22. Prior to the award of any Incentive all Awardees are subject to verification by Talenthouse, whose decisions are final and binding in all matters related to the Creative Invite.
23. During the Selection Period, Awardee(s) will be notified by mail, phone or email, at Talenthouse's discretion, using the information provided by Creators when creating a Talenthouse account. The Awardee(s) will be required to respond to complete and return a Release Form (granting the Client certain rights as further specified on the Creative Invite Site) and a Creative Invite Awardee Agreement ("**Awardee Agreement**") by the date specified. If an Awardee does not respond by the specified time or if an Awardee fails to abide by these Official Rules, Talenthouse reserves the right to disqualify the Awardee. Talenthouse reserves the right to modify the notification

procedures, the Release Form and the Awardee Agreement in connection with the selection of the Awardee(s).

Publicity and Use of Personal Information

24. Except where prohibited by applicable law, by accepting an Incentive, all Awardees agree and acknowledge that Talenthouse and the Released Parties 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.
25. By participating in the Creative Invite, you will be sharing your personal information with Talenthouse. This information will be used for administration of the Creative Invite, to respond to you in matters regarding your Work or the Creative Invite, awarding Incentives, and as otherwise set forth in the [Privacy Policy](#), unless we have your consent. Talenthouse and/or any of its Affiliates may transfer data to third parties (e.g. PromoVeritas) in order to assist Talenthouse in the implementation, administration and management of the Creative Invites.

Intellectual Property Rights

26. You must create your 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. If you violate this provision you will be disqualified from the Creative Invite.
27. By participating in the Creative Invite, you grant Talenthouse and the Released Parties a non-exclusive, limited, worldwide license to copy, modify, transmit, publicly display and exhibit, the Work (in whole or in part) solely on Talenthouse's and Released Parties' media channels for promotional purposes in connection with the Creative Invite; to otherwise administer the Creative Invite or; to otherwise market or promote Talenthouse's services. If you are not selected as an Awardee you will retain all rights in the original portions of your Works, subject to the foregoing limited license.
28. You acknowledge that submissions are made on a non-confidential basis and that, except for the Awardee(s), no promise of payment has been made for the use of your Works. You further acknowledge that Client engages in the creation, acquisition, and development of creative materials which may coincidentally resemble your Work. As such, you waive all claims of infringement, misuse, or misappropriation of the Work.
29. Whenever your Work is published by Talenthouse or the Released Parties, all reasonable efforts will be taken to ensure you will be credited. However, failure to provide accurate credit shall be considered an error or oversight and shall not constitute a breach of these rules or an infringement of your copyright.

Limitation of Liability

30. To the fullest extent permitted by applicable law, Talenthouse and the Released Parties make no representations or warranties whatsoever, express or implied, regarding 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.
31. To the fullest extent permitted by applicable law the Released Parties accept no liability to you or any third-party for any loss of use, revenue, profit, data, 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 damage, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

32. The sole and exclusive maximum liability of the Released Parties for all damages, losses and causes of action related to the Creative Invite shall be one hundred dollars (US\$100).

Release, Indemnification and Disclaimer

33. By participating in the Creative Invite, you agree:
- to release and hold harmless the Released Parties from and against any and all losses, harm, damages, injury, costs, expenses liability and claims of any kind (including attorneys' fees), arising out of or relating to your creation or submission of Work, participation in the Creative Invite or any Creative-Invite related activity, acceptance or use or misuse of any Incentive, or the copying, displaying, performing, usage or exploitation of a Work;
 - to indemnify, defend and hold harmless the Released Parties from any third-party claims, or actions of any kind and from any losses arising out of any breach or alleged breach by you in any rules or laws, your participation in the Creative Invite, submission of a Work, or acceptance or use or misuse of any Incentive;
 - that the Released Parties assume no responsibility for any injury or damage to your 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;
 - that Talenthouse and the Released Parties 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.

Interference

34. Talenthouse and the Judging Panel reserve the right to disqualify you if you are found to be (or are suspected to be):
- tampering with the submission process or the operation of the Creative Invite or any website promoting the Creative Invite;
 - acting in violation of these Official Rules, or otherwise acting in an unprofessional or disruptive manner; or
 - submitting or attempting to submit to the Creative Invite more submissions than permitted on the Creative Invite Site through the use of multiple email addresses or the use of any robotic or automated devices to submit submissions.
35. If Talenthouse determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Creative Invite, Talenthouse 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 Incentives based upon the criteria set forth in these Official Rules from all eligible submissions received prior to the termination date.

Payments

36. Any cash Incentives that are made available to Awardee(s) for specific Creative Invites, will be paid directly to you by Talenthouse or Client by PayPal, wire transfer or some other payment method agreed upon by you and Talenthouse after receipt of all

required documentation and materials within 90 days following the Announcement Date. You shall be solely responsible for any applicable federal, state, local or other taxes and any fees and costs applicable to such Incentives (e.g., wire transfer fees). Talenthouse 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. Applicable taxing authorities may treat cash Incentives as income and you shall bear all tax obligations.

General Conditions

37. Talenthouse's and the Released Parties' 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, your sole remedy is the opportunity to submit another submission to the Creative Invite if such submission is a reasonable possibility.
38. These Official Rules, together with the terms provided on the Creative Invite Site, the [Privacy Policy](#), the [Terms and Conditions](#) of use for the Talenthouse website and the other agreements referenced in these Official Rules, contain the entire agreement between you and Talenthouse and Released Parties relating to the Creative Invite. Where there is a conflict between these Official Rules and any other Terms and Conditions, Policies or agreements, the guidelines on the Creative Invite Site will take precedence.
39. Talenthouse reserves the right to exercise any of the rights or obligations that Talenthouse may have under this Agreement by subcontracting the exercise or performance of all or any portion of such rights and obligations on Talenthouse's behalf as permitted under relevant legislation.

Alternative Dispute Resolution, Governing law and Choice of Forum

40. To the extent permitted by applicable law, you agree that:
 - a. any disputes, claims and causes of action against the Released Parties related to the Creative Invite, or Incentives other than those concerning the administration of the Creative Invite or determination of Awardee(s) will be resolved individually, without resort to any form of class action; and
 - b. any claims, judgements 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.
41. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Creator or Talenthouse or Released Parties in connection with the Creative Invite shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.