

## **EXHIBIT A**

### **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR RECEIVE AN AWARD IN THIS CREATIVE BRIEF. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED. VOID WHERE PROHIBITED BY LAW.

INTERNET ACCESS REQUIRED FOR ENTRY.

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

**CREATIVE BRIEF TITLE:** Create memes inspired by the film, Godzilla vs Kong

**SUBMISSION FORMAT:** Original meme artwork (JPG, PNG and other formats listed in the Creative Brief)

#### **The Incentives:**

Sponsor and Warner Bros. Entertainment Inc. (“Warner Bros. Pictures”) invite visual creators from around the world to create artwork inspired by the film Godzilla vs Kong (the “Film”). All submissions must comply with the Submission Requirements set forth in that section below.

Sixteen (16) selected submissions, subject to verification, as chosen by Warner Bros. Pictures will receive \$500 each and the opportunity to be featured (i) in the marketing campaign leading up to the release of the film, and (ii) across the series digital and marketing channels, including, without limitation, printed materials, outdoor billboards, murals and merchandise, such as t-shirts.

Use: All entrants, whether Selected Creators or not, hereby acknowledge and agree that Film, Godzilla and King Kong intellectual property, and all intellectual property rights embodied therein, and all derivative rights thereof including the embodiment of the Film, Godzilla and King Kong images or assets (collectively, “Godzilla vs Kong IP”) is the sole and exclusive property of Warner Bros. Pictures, Legendary Pictures Productions, LLC and/or Toho Co., Ltd. and all entrants, whether Selected Creators, or not shall not obtain any right or interest of any kind whatsoever in Godzilla vs Kong IP. An entrant’s rights to use the Godzilla vs Kong IP is strictly limited to entering this Creative Brief in accordance with these Official Rules.

Entrants agree that if they depict characters in their submission, they will only depict characters that are clearly shown in the official trailer for the Film or supplementary materials provided by Warner Bros. Pictures in the Creative Brief and only in the same manner as depicted therein (e.g., not a different outfit or character look). Do not reference King Kong or Godzilla franchise characters that are not depicted in the official trailer for the Film or supplementary materials provided by Warner Bros. Pictures in the Creative Brief. All creators, whether Selected Creators or not, retain ownership only in the original portions of their Work (defined in Section 2 below) that do not contain or are not derivative of Godzilla vs Kong IP. There is no assignment of any intellectual property rights in your Work to Warner Bros. Pictures or its licensors. However, by submitting your Work, you hereby grant to Warner Bros. Pictures, its parent, affiliates, licensors, licensees and subsidiaries and each of their respective licensees and assigns, a worldwide, non-exclusive, royalty-free license for three (3) years from the date the Work is first submitted in response to this Creative Brief for the purpose of using your submitted work across their various marketing platforms in association with the Film. All creators, whether Selected Creators or not, also agree that Warner Bros. Pictures has the right to modify, crop, or edit any submitted artwork. Creators may be credited accordingly as determined by Warner Bros. Pictures in its sole discretion. Any ownership by an entrant in the submitted Work is subject to and restricted by Warner Bros. Pictures', Legendary Pictures Productions, LLC's and/or Toho Co., Ltd.'s underlying rights in Godzilla vs Kong IP. All entrants, whether Selected Creators or not, shall be allowed to only make personal use (e.g., personal portfolio purposes) of the submissions, unless such entrant has first received the prior express written consent from Warner Bros. Pictures allowing such other use. In no event, may an entrant obtain a fee, royalty, advertising revenue, or any other payment in exchange for the submission, other than those Selected Creators who receive an incentive from Sponsor.

In exchange for the incentives set forth above, the Selected Creators grant Warner Bros. Pictures, its parent, affiliates, subsidiaries, and each of their respective licensees and assigns, a worldwide, exclusive, royalty-free, perpetual license from the date the Work is first submitted in response to this Creative Brief for the purposes of entering this Creative Brief to use their submitted Work across their various marketing and distribution platforms, including without limitation, printed materials, outdoor billboards, murals and merchandise, such as t-shirts, in all media now known or hereafter devised.

### **Key Dates**

**Launch: 3/5/2021 at 9 AM PST**

**Submissions must be received by: 3/18/2021 at 9 AM**

**Selection Period Starts: 3/19/2021 at 9 AM PST**

**Selected Creator Announced: 3/26/2021 at 1 PM PST**

All times are in U.S. Pacific Time

**Notice:**

Talenthouse respects your rights and does not claim copyright related to Works you submit. You retain full copyright in your submissions to the extent copyrightable under the applicable law and subject to Warner Bros. Picture's rights to Godzilla vs Kong IP incorporated therein. In addition, your moral rights are respected. Whenever your Work is published by Talenthouse, you may be credited. Failure to provide accurate credit by Talenthouse shall be considered an error or oversight and shall not constitute a breach of these rules or an infringement of your copyright.

By participating in this Creative Brief you also grant Talenthouse a limited license to use any Work you submit for display on Talenthouse or Warner Bros. Pictures media channels, in connection with this Creative Brief, including but not limited to all promotional purposes related to this Creative Brief.

**SEE SPECIFIC CREATIVE BRIEF SITE FOR ADDITIONAL INFORMATION**

The submission period for the Creative Brief is described on the Creative Brief site (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. You are not eligible to participate in this Creative Brief if you are a national or legal resident of Brazil and those **countries** in which the United States has embargoed goods (including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan or Syria). It is the obligation of all creators to ensure that participating in this Creative 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 Warner Bros. Pictures, the Sponsor, Legendary Pictures Productions, LLC, Toho Co., Ltd. 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 of such individuals, 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. In order to participate in the Creative Brief creator must fully comply with these Official Rules, the [\*\*Terms and Conditions\*\*](#) and [\*\*Privacy Policy\*\*](#) and, by entering the Creative Brief, creator represents and warrants that creator agrees to be bound by these Official Rules, the [\*\*Terms and Conditions\*\*](#) and [\*\*Privacy Policy\*\*](#), and the decisions of Sponsor and the Warner Bros. Pictures-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 an original work of authorship (the “Work”) as specifically described above and/or at the Creative Brief Site. By participating and submitting a Work, the creator agrees that the creator has read and consents to be bound by these Official Rules, the [\*\*Terms and Conditions\*\*](#) and [\*\*Privacy Policy\*\*](#). 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, 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 not notify a creator whether a Work has been disqualified and removed. Each Work must also comply with the following “Submission Requirements”:

- (a) The Work must be creator’s own original work, created solely by creator or content that incorporates 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 Warner Bros. Pictures 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 (ii) except that you may include Godzilla vs Kong IP from the supplementary

materials provided by Warner Bros. Pictures in the Creative Brief and if you depict characters in your submission, you will only depict characters that are clearly shown in the official trailer for the Film or supplementary materials provided by Warner Bros. Pictures in the Creative Brief and only in the same manner as depicted therein (e.g., not a different outfit or character look). Do not reference King Kong or Godzilla franchise characters that are not depicted in the official trailer for the Film or supplementary materials provided by Warner Bros. Pictures in the Creative Brief. You may not include any licensed stock images of any sort in your submission. Godzilla vs Kong 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.

(b) 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.

(c) No persons may appear or be referred to in the Work with the exception of talent included in the official trailer for the Film or supplementary materials provided by Warner Bros. Pictures in the Creative Brief. But remember, if you do depict characters in your submission, you will only depict characters that are clearly shown in the official trailer for the Film or supplementary materials provided by Warner Bros. Pictures in the Creative Brief and only in the same manner as depicted therein (e.g., not a different outfit or character look). Do not reference King Kong or Godzilla franchise characters that are not depicted in the official trailer for the Film or supplementary materials provided by Warner Bros. Pictures in the Creative Brief. .

(d) 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.

(e) The Work must not contain any personally identifiable information of any person other than the creator. Should the creator include personally identifiable information about the creator in the Work, creator acknowledges and agrees that such information will be disclosed publicly and creator is solely responsible for any consequences thereof.

(f) 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 Warner Bros. Picture's and/or Sponsor's 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 Warner Bros. Pictures and/or Sponsor 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.

(g) 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 Sponsor's or Warner Bros. Pictures' products.

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 **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 09:00 AM US PT 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, and rules. 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 Creator 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. Selection of Creators.

On or about the "Selection Date" set forth above and/or on the Creative Brief Site, the Selected Creators will be selected by Warner Bros. Pictures' designated judges from among

all eligible submissions received on the basis of: (i) substance (33%); (ii) creativity (34%); and (iii) originality (33%).

(a) Based on the above criteria, sixteen (16) eligible static Creators with the highest cumulative score will be chosen as 'the Selected Creators' to receive the incentives as further described above. Odds of being selected depend on the nature, quality and number of eligible submissions received. 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 score will be selected.

## 5. Notification.

During the Selection Period set forth above and/or on the Creative Brief Site, the potential Selected Creator will be notified by mail, phone and/or e-mail, at Sponsor's discretion, using the information provided by the potential Selected Creator. 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, the potential Selected Creators may be disqualified and required to forfeit the incentive, and an alternate potential Selected Creator 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 Creator or notification is returned as undeliverable; (ii) declines or cannot accept, receive or use the incentive for any reason; (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** or **Privacy Policy**. Sponsor is not obligated to leave voice mail, answering machines, or other messages. As a condition of entering this Creative Brief, the potential Selected Creators agree to complete, sign, have notarized (where applicable), and return (as directed by Warner Bros. Pictures and Sponsor) an Affidavit/Declaration of Eligibility, Release of Liability, Publicity Release, and/or Copyright License or Transfer (where permitted by law)(collectively, the "Declaration"), tax forms, and (Creative Asset Data Sheets identifying the source of each creative element included in your submission font, your original artwork, Warner Bros. Pictures provided imagery and assets) 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. 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 the 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, 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 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](#). In addition, personal information associated with creators will be shared with Warner Bros. Entertainment Inc. for purposes of assisting with such administration and analytics in accordance with the [Warner Bros. Privacy Policy](#).

#### 7. License/Grant of Rights.

In addition to the grant of rights detailed above, by participating in the Creative Brief, creators grant the Sponsor a limited, worldwide, perpetual, non-exclusive, royalty-free, unconditional license and absolute right to post, publish, store, copy, transmit, publicly display, and exhibit, the Work (in whole or in part) on Talenthouse media channels in connection with the Creative Brief. By participating in the Creative Brief, creators acknowledge and agree that: (a) Warner Bros. Pictures and each of their respective agents, creators, writers, representatives, licensors or licensees 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 Warner Bros. Pictures or any of their respective agents, creators, writers, representatives, licensors or licensees 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 Warner Bros. Pictures and each of their respective agents, creators, writers, representatives, licensors or licensees notwithstanding any similarity to any materials (including my Work) that creator has submitted hereunder. Creators understand that Work is not being submitted in confidence or in trust to Sponsor or any Creative Brief Entities and no confidential or fiduciary relationship is intended or created.

#### 8. Representations and Warranties/Indemnification.

By participating in this Creative Brief, creators represent and warrant as follows: (i) 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, and (iii) Creator has all necessary rights and permissions to submit his/her Work in this Creative Brief. Each creator hereby agrees to indemnify and hold the Creative Brief Entities from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of creator hereunder.

#### 9. Disclaimers; No Tampering; Right To Cancel, Modify; General Rules.

The Creative Brief Entities and their respective employees, officers, members, representatives, agents, and directors (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 Creator to accept the incentive for any reason; (f) if an incentive cannot be awarded due to delays or interruptions due to COVID-19 (or any variants), pandemics, epidemics, Acts of God, natural disasters, terrorism, weather or any other similar event beyond Warner Bros. Pictures and/or Sponsor's 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 email account to receive e-mail 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 any creator, if his or her e-mail address or other contact information does not work or is changed without the creator giving prior written notice to Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be: (x) tampering with the submission process or the operation of the Creative Brief, or with any website promoting the Creative Brief; (y) acting in violation of the Official Rules; or (z) submitting or attempting to submit to the Creative Brief multiple times through the use of multiple email 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, creators agree 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 acknowledge that Warner Bros. Pictures and Sponsor have neither made nor are in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any 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 California, 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 convenience 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. Sponsor: TLNT Group, LLC, 150 East 69th Street, Suite 5F, New York, NY 10021

12. Selected Creator List. To obtain a copy of a Selected Creators 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.

13. Official Rules: To obtain a copy of the official rules, visit the online brief during the Submission Period.

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