#### **OFFICIAL RULES**

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

#### **INTERNET ACCESS REQUIRED FOR ENTRY.**

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

**CREATIVE INVITE TITLE:** Create captivating artwork inspired by Warner Bros' *Joker* 

#### SUBMISSION FORMAT: Original artwork (JPG, PNG, GIF, MP4)

#### **The Incentives:**

Sponsor and Warner Bros. Entertainment Inc. ("Warner Bros. Pictures"), invite visual creators from around the world to create artwork inspired by the motion picture *Joker* ("Motion Picture"). All submissions must comply with the Submission Requirements set forth in that section below.

Five (5) selected poster submissions, subject to verification, as chosen by Warner Bros. Pictures will each receive \$2,000 and the opportunity to be featured (i) in the marketing campaign leading up to the release of the Motion Picture, and (ii) across the Motion Picture's digital and marketing channels, including printed materials, outdoor (e.g. billboards, murals) and merchandise, such as t-shirts.

One (1) selected time-lapse submission, subject to verification, as chosen by Warner Bros. Pictures will each receive \$1,000 and the opportunity to be featured (i) in the marketing campaign leading up to the release of the Motion Picture, and (ii) across the Motion Picture's digital and marketing channels, including theater digital screens.

**Use:** All entrants, whether Selected Creators or not, hereby acknowledge and agree that *Joker* intellectual property, and all intellectual property rights embodied therein, and all derivative rights thereof including the embodiment of that *Joker* (collectively, "*Joker* IP") is the sole and exclusive property of Warner Bros. Pictures and all entrants, whether Selected Creators, or not shall not obtain any right or interest of any kind whatsoever in Joker IP. An entrant's rights to use the Joker IP is strictly limited to entering this Creative Invite in accordance with these Official Rules. All creators, whether Selected Creators or not, retain ownership only in the original portions of their work that do not contain or are not derivative of *Joker* IP. There is no assignment of any intellectual property rights in your work to Warner Bros. Pictures. However, by submitting your work, you hereby grant to Warner Bros. Pictures, its licensees and assigns, a worldwide, nonexclusive, royalty-free license for three (3) years from the date the work is first displayed on Talenthouse's website for the purpose of using your submitted work across their various marketing platforms in association with the Motion Picture. All Selected Creators will be credited accordingly as determined by Warner Bros. Pictures in its sole discretion. All non-Selected Creators will be credited accordingly. Entrant's rights to use the *loker* IP is limited to entering this Creative Invite in accordance with these Official Rules. Any ownership by an entrant in the submitted work is subject to and restricted by Warner Bros. Pictures' underlying rights in the Joker 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 a worldwide, exclusive, royalty-free, perpetual license from the date the work is displayed on Talenthouse's website for the purposes of entering this Creative Invite to use their submitted work across their various marketing platforms for the promotion of the Motion Picture.

# **Key Dates**

Launch: August 21, 2019 at 10:00 AM Submissions must be received by September 20, 2019 at 10:00 AM. Selection Period Starts: September 20, 2019 at 10:00 AM Selected Creators Announced: October 4, 2019

# 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 subject to Warner Bros's rights to *Joker IP* incorporated therein. In addition, your moral rights are respected. Whenever your work is published by Talenthouse, you will 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 Invite, you also grant Talenthouse a limited license to use any work you submit for display on Talenthouse's media channels, in connection with this Creative Invite, including but not limited to all promotional purposes related to this Creative Invite.

# SEE SPECIFIC CREATIVE INVITE SITE FOR ADDITIONAL INFORMATION

The submission period for the Creative Invite is described on the Creative Invite site (the "Creative Invite Site") and shall begin and end on the dates and times set forth above and/or on each Creative Invite Site (the "Submission Period"). The Creative Invite is governed by these Official Rules. Void where prohibited by law.

## 1. Eligibility.

The Creative Invite 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 Invite if you are a citizen, national or legal resident of Brazil, Crimea, Cuba, Iran, North Korea, or Syria or if you are on a specifically designated nationals and blocked persons list issued by the Office of Foreign Assets Control, US Department of the Treasury. **It is the obligation of all creators 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 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, 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 Invite (collectively, the "Creative Invite Entities") and the immediate family and household members of such individuals, are not eligible to enter or be chosen as a Selected Creators. "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 Invite creator must fully comply with these Official Rules, the <u>Terms and Conditions</u> and <u>Privacy Policy</u> and, by entering the Creative Invite, creator represents and warrants that creator agrees to be bound by these Official Rules, the <u>Terms and Conditions</u> and <u>Privacy Policy</u>, 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 Invite. If there is any conflict between these Official Rules and the Terms and Conditions and Privacy Policy.

# 2. 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 creator create and submit via electronic transmission an original work of authorship (the "Work") as specifically described above and/or at the Creative Invite Site. By participating and submitting a Work, creator agrees that creator has read and consents to be bound by these Official Rules, the <u>Terms and</u> <u>Conditions</u> and <u>Privacy Policy</u>. Sponsor or its designated representatives reserve the right to disqualify from the Creative Invite 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 <u>Terms and Conditions</u> or <u>Privacy Policy</u> as determined by Sponsor in its sole discretion. Sponsor will not notify an 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/or (ii) except that you may include Warner Bros. IP, including, Warner Bros.' names, trademarks, logos or other property associated with the Motion Picture, as well as depict or reference talent and filmmakers (collectively, "*Joker* Content"). *Joker* Content is allowed solely for use by you for entry into this Creative Invite and may only be used in a positive and non-disparaging manner.

(b) Except as set forth on the Creative Invite 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) If any persons appear or are referred to in the Work with the exception of talent included in *Joker* Content, creator is solely responsible for obtaining, prior to submitting creator's Work, any and all releases and consents necessary to permit the exhibition and use of the Work by Sponsor and Warner Bros. Pictures. If any person appearing in any Work is under the age of majority in their jurisdiction of residence, the signature of a parent or legal guardian is required on each release. Creator agrees to provide Sponsor with written confirmation of those permissions and rights upon request.

(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, violent, 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 creator. Should creator include personally identifiable information about creator in the Work, creator acknowledges and agrees that such information will be disclosed publicly and creator is solely responsible for any consequences thereof.

(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. Pictures' 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 Invite. Further, each creator agrees **that his/her participation in this Creative Invite and agreement to these Official Rules and any Creative Invite 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, violent, or dangerous behavior or use of Sponsor's or Warner Bros. Pictures' products.

(h) Any font included in the Work must be a Monotype font or hand drawn.

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 <u>Terms and Conditions</u> or <u>Privacy Policy</u>. The decisions of Sponsor on this and all matters pertaining to the Creative Invite shall be final and binding.

ALL SUBMISSIONS MUST BE RECEIVED BY 09:59 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 Invite 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 Invite. The Creative Invite Site's database clock will be the official timekeeper for this Creative Invite. 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 Invite. As a condition of entering this Creative Invite, 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 Invite for business management and record keeping purposes.

#### 3. Incentives.

Incentives for the Selected Creators are described above and/or on the Creative Invite Site. No transfer, refund, cash redemption, substitution, cash equivalent or replacement of any incentive by any Selected Creators 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 not accepted or unclaimed and/or unused by any Selected Creators 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 Creators 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 Invite 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; (ii) creativity; and (iii) originality.

(a) Based on the above criteria, each of which will be given equal weight, five (5) eligible static creators with the highest cumulative scores will be chosen as 'the Selected Creators' to receive the incentives as further described above. Decisions of judges are final and cannot be appealed. In the event of a tie, the creator involved in the tie with the highest combined creativity/originality score will be selected.

(b) Additionally, based on the above criteria, each of which will be given equal weight, the one (1) eligible time lapse video piece with the highest cumulative score will be chosen as an additional '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/originality score will be selected.

#### 5. Creator Teams.

In the case that Creator is comprised of a team of individuals ("Creator Team"), all members of such team agree that: (i) the member of the Creator Team whose Talenthouse account is used to submit the Work to the Creative Invite shall be designated the team leader ("Team Leader"); (ii) the Team Leader is solely and exclusively responsible for distributing any Career Opportunities or Incentives received by the Creator Team; (iii) all members of the Creator Team have read, understand and agree to be bound by the terms of this Agreement; (iv) all members of the Creator Team agree to release and hold harmless the Released Parties (as defined below) from and against any and all Losses (as defined below), in each case whether direct, indirect, or consequential, arising out of or relating to any dispute between or among any of the members of the Creator Team; and (v) the Team Leader agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, actions or proceedings of any kind brought by any members of the Creator Team and from any and all Losses arising out of or relating to any dispute between or among any of the members of the Creator Team, including but not limited to the distribution of any Career Opportunities or Incentives between or among the members of the Creator Team. MEMBERS OF ANY CREATOR TEAM SHOULD CONSIDER ENTERING INTO THEIR OWN WRITTEN AGREEMENT REGARDING THE MEMBERS' RESPECTIVE RIGHTS AND RESPONSIBILITIES TO EACH OTHER IN CONNECTION WITH THEIR PARTICIPATION IN THIS CREATIVE INVITE. INCLUDING HOW ANY CAREER OPPORTUNITIES AND INCENTIVES THAT ARE RECEIVED WILL BE DISTRIBUTED.

#### 6. Notification.

During the Selection Period set forth above and/or on the Creative Invite Site, the potential Selected Creators will be notified by mail, phone and/or e-mail, at Sponsor's discretion, using the information provided by the potential Selected Creators. 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 Creators may be selected in accordance with these Official Rules from among the remaining eligible submissions if the selected potential Selected Creators: (i) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the potential Selected Creators or notification is returned as undeliverable; (ii) declines or cannot accept, receive or use the incentive for any reason; (iii) is found to be ineligible to enter the Creative Invite 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 machine, or other message. As a condition of entering this Creative Invite, 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") and tax forms by the date specified in the notification or, in Sponsor's sole discretion, incentive may be forfeited and an alternate Selected Creators may be selected in accordance with these Official Rules from among the remaining eligible submissions. The Declaration is subject to verification by Sponsor. Selected Creators will also be required to submit a Creative Asset Document ("CAD") furnished by Warner Bros. Pictures which provides a breakdown of all elements included in the Selected Creators' submission. The CAD is subject to approval by Warner Bros. Pictures as a condition of being awarded an incentive. 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 Creators must follow the directions in his or her notification.

# 7. Publicity Release; Use of Personal Information.

By participating in this Creative Invite, each creator grants the Creative Invite 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 Invite 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 Invite 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 Invite, creators will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Creative Invite and awarding the incentive and as set forth in the <u>Privacy Policy</u>.

# 8. License/Grant of Rights.

By participating in the Creative Invite, 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 Invite. By participating in the Creative Invite, creators acknowledge and agree that : (a) Warner Bros. Pictures and each of their respective agents, creators, writers, representatives 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 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 or licensees notwithstanding any similarity to any materials (including my Work) that creator has submitted hereunder.

## 9. Representations and Warranties/Indemnification.

By participating in this Creative Invite, 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 Invite. Each creator hereby agrees to indemnify and hold the Creative Invite 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.

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

The Creative Invite 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 Invite or claiming the incentive; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Selected Creators to accept the incentive for any reason; (f) if an incentive cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond 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 Invite-related advertisements or other materials. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in creator's e-mail account to receive e-mail messages. Released Parties are not responsible for any changes or unavailability of the Creative Invite Site that may interfere with the Creative Invite 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 Invite. Released Parties are not responsible, and may disgualify an creator, if his or her e-mail address or other contact information does not work or is changed without creator giving prior written notice to Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be: (a) tampering with the submission process or the operation of the Creative Invite, or with any website promoting the Creative Invite; (b) acting in violation of the Official Rules; or (c) submitting or attempting to submit to the Creative Invite multiple times through the use of multiple e-mail addresses or the use of any robotic or automated devices to submit submissions. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Creative Invite, Sponsor reserves the right to void the submissions at issue, and/or terminate the relevant portion of the Creative Invite promotion, including the entire Creative Invite promotion, and/or modify the Creative Invite 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.

#### 11. Release of Liability; Disclaimer of Warranty; Forum Selection Clause.

By participating in the Creative Invite, 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 Invite, or possession, acceptance and/or use or misuse of the incentive or participation in any Creative Invite-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 Invite. 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 Invite, 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 Invite (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Los Angeles County, State of California. Creators hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have. BY PARTICIPATING IN THE CREATIVE INVITE, 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 INVITE, 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.

12. Sponsor: TLNT Group, LLC, 150 East 69th Street, Suite 5F, New York, NY 10021

13. Selected Creators List. To obtain a copy of a Selected Creators list for this Creative Invite, available after the Announcement date, send a self-addressed, stamped envelope to Sponsor, with the specific Creative Invite Name, to Sponsor within three (3) months of the Selection Date.

14. Official Rules: To obtain a copy of the official rules, visit <u>URL</u> during the Submission Period.

JOKER and all related characters and elements  ${\rm \Citigation C}$  &  ${}^{\rm m}$  DC Comics.  ${\rm \Citigation C}$  Warner Bros. Entertainment Inc.