Creative Invite for
"Create artwork inspired by *Siren*"
Official Rules

These Official Rules (these "**Official Rules**") set forth the terms pursuant to which each individual who meets the eligibility requirements described below (each, an "**Artist**" and collectively, "**Artists**") may participate in the creative invite for Artists to create artwork inspired by *Siren* (the "Series"), as further described herein ("**Creative Invite**").

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR BE SELECTED. A purchase or payment will not improve the chances of Artist's submission being selected. The submission period for the Creative Invite shall begin on March 05, 2018 at 11:00 PM Pacific Time ("**PT**") and end on April 11, 2018 at 10:00 AM PT (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 at least eighteen (18) years of age or the age of majority in their jurisdiction of primary residence (whichever is older) and who are legal residents of the 50 United States and the District of Columbia at the time of submission. The age of majority is 19 in Alabama, Nebraska, and 21 in Mississippi. It is the obligation of all Artists to ensure that their participation in this Creative Invite, and as applicable, receipt of any Prize (as defined below), 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. Talenthouse, Inc. ("**Sponsor**"), International Family Entertainment, Inc. d/b/a Freeform ("**Freeform**"), Bad Angel Productions Ltd., and one or more Sponsor-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 these Official Rules, as well as Sponsor's Terms and Conditions (https://www.talenthouse.com/terms-and-conditions) and Privacy Policy (https://www.talenthouse.com/privacy-policy) (collectively, 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 or the Privacy Policy, the order of precedence shall be as follows: these Official Rules, the Terms and Conditions, and then the Privacy Policy. Eligibility to receive a Prize is contingent upon fulfilling all requirements set forth in this Agreement.

2. *Timeline*. The timeline for the Creative Invite is as follows:
   (a) *Submission Period*. Artists are permitted to submit Works during the Submission Period described above.
   (b) *Selection Period*. This period begins on April 11, 2018 at 10:01 AM PT and continues until April 30, 2018 at 10:00 AM PT ("**Selection Period**"). During the Selection Period, the Judging Panel makes its determinations regarding the Works and the Sponsor contacts certain Artists who are selected as potential recipients of Prizes to confirm eligibility, etc.
   (c) *Selection Date*. On or about May 1, 2018 ("**Selection Date**"), the Prize winners are announced on the Creative Invite Site. The Selection Date may be revised by the Sponsor at its sole discretion.

3. *How to Submit Your Work*. Artists wishing to submit their work for the Creative Invite must visit the Creative Invite website located at https://www.talenthouse.com/i/create-artwork-inspired-by-siren (the "**Creative Invite Site**") during the Submission Period and follow the instructions, which will require, among other things, that Artist create an account on Sponsor's website (https://www.talenthouse.com) and agree to this Agreement. Creating an account on Sponsor's website is free. Artist must then create and submit via electronic transmission an original work of authorship inspired by the Series and in compliance with this Agreement (the "**Work**"). 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 been previously licensed, sold, used, published, released, distributed or otherwise exploited in any form;
      (iii) must not have previously won any award;
      (iv) must not contain any audio;
      (v) must comply with Creative Invite Site technical requirements and be submitted in JPEG or PNG (max. size 10 MB);

(vi) must not contain or depict illicit drugs, hard liquor or alcohol of any kind, tobacco or individuals smoking or otherwise under the influence of drugs or alcohol;
(vii) must not violate or infringe any third party's rights, including without limitation, intellectual property rights and/or rights of privacy and/or publicity;
(viii) must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, gender identity, religion, nationality, disability, sexual orientation or age;
(ix) must not contain any unacceptable clothing or adornments, nor display any commercial and/or corporate advertising unrelated to the Series;
(x) must not contain any indecent or unsafe behavior or situations, profanities or obscenities, including without limitation, nudity, pornography or content that is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
(xi) must not reference persons or organizations without such persons′ or organizations′ written authorization;
(xii) must not disparage any persons or organizations;
(xiii) must not include threats to any person, place, business or group, or contain or depict graphic violence or real world guns and/or bullets;
(xiv) must not be unlawful and/or in violation of or contrary to any applicable federal, provincial, state and/or local laws, rules and/or regulations;
(xv) must not otherwise violate this Agreement; and
(xvi) must not otherwise be inappropriate, objectionable or unsuitable for the uses contemplated in this Agreement, including without limitation, use by Freeform and/or its Affiliates as described in these Official Rules.

(b) Artist may not be:
(i) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's and Freeform's ability to use, display or otherwise exploit the Work as described in these Official Rules;
(ii) subject to an acting or modeling contract that would make Artist's submission or appearance in the Work a violation of any third-party rights; or
(iii) under any other contractual relationship, including but not limited to guild or union memberships, that may prevent Freeform and Sponsor from being able to use the Work as contemplated in these Official Rules, or that would otherwise be violated by Artist's participation in the Creative Invite.

(c) 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 Sponsor and Freeform. 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 ANY RELEASES AND CONSENTS FROM ANY INDIVIDUAL WHOSE NAME, IMAGE OR LIKENESS APPEARS IN THE WORK. Upon Sponsor‘s request, if any individual's likeness is used, Artist may be required to provide to Sponsor a copy of a release signed by such individual in a form reasonably acceptable to Sponsor and Freeform.

The 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 Sponsor and Judges on all matters pertaining to the Creative Invite shall be final and binding.

ALL SUBMISSIONS MUST BE RECEIVED BY 10:00 AM PT ON THE LAST DAY OF THE SUBMISSION PERIOD. Limit ten (10) submissions per Artist throughout the Submission Period, provided each submission is substantially different. 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 for Prize consideration and provided further that all submitted Works (including, without limitation, previously submitted Works) will remain subject to the terms of this Agreement, including without limitation, the grant of rights described in Section 8 below. The Work will be deemed to have been submitted by the individual whose email address is associated with the account on Sponsor's website.

4. *Selection Process*. Submitted Works will be judged as described below.
(a) *Judges*: One (1) or more Judges will be appointed by Sponsor in its sole discretion (the "**Judging Panel**"). In the event that an individual Judge or Judges withdraw from the Creative Invite prior to the commencement of the Selection Period, the Sponsor shall select replacement Judge(s) in its sole discretion.
(b) *Judging Criteria*: The Judging Panel's decisions will be made based upon Creativity (25%), Originality (25%) and Overall Understanding of the Series Themes (50%).
(c) *Artist Selection*: The Artists selected as candidates to receive Prizes will be notified as set forth in Section 7. 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 being selected depend on the nature, quality and number of eligible submissions received. An Artist will not be eligible to receive a Prize until such Artist submits all of the necessary documentation, including the Awardee Agreement (described in Section 7 below).

5. *Prizes*. The prizes associated with the Creative Invite (each, a "**Prize**" and collectively, "**Prizes**") are as follows:

   Four (4) Prize winners ("**Selected Artists**"), as chosen by Sponsor, will each receive two thousand dollars ($2,000 USD).

   Any portion of a Prize unclaimed or not accepted by any Awardee will be forfeited and will not be substituted.

6. *Notification and Verification of Selected Works*. ALL PRIZE WINNERS (EACH, AN "**AWARDEE**" AND COLLECTIVELY, "**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, the Awardees will be notified by mail, phone or email, at Sponsor's discretion, using the information associated with each Awardee's account on Sponsor's website. Awardees must continue to comply with all terms and conditions of this Agreement, and receipt of any Prize is contingent upon fulfilling all requirements. Sponsor 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 Prize, and alternate Awardees may be selected in accordance with these Official Rules from among the remaining eligible submissions if any Awardee:

(a) 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;
(b) declines or cannot accept, receive or use any Prize for any reason;
(c) is found to be ineligible to enter the Creative Invite or receive the Prize; or
(d) 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) the Creative Invite Awardee Agreement ("**Awardee Agreement**") and the Artist Assignment and Indemnification Agreement by a specified date or, in Sponsor's sole discretion, the Prize 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*. By participating in the Creative Invite, each Artist: (a) irrevocably consents to Sponsor's and Freeform's (as well as any of their respective affiliates, agents, designees or licensees) use of Artist's full name, any aliases, biographical data, voice, and reproductions or renderings of Artist's physical likeness (as the same may appear in any still camera photograph, video and/or any other form), logos, marks, in whole or in part, in connection with the Creative Invite, the Work and/or the Series, in all media formats, platforms, and channels now known or hereafter devised, in perpetuity, throughout the universe, for any and all purposes, including, but not limited to, advertising, promotion, marketing, publicity, trade or commercial purposes, all without further notice to Artist or to any person or entity, with or without attribution, and without the requirement of any permission form or payment to Artist or to any other person or entity; and (b) acknowledges and agrees that such Artist will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used by Sponsor for administration of the Creative Invite, to respond to Artist in matters regarding Artist's Work or the Creative Invite, awarding Prizes, and as otherwise set forth in the Privacy Policy.

8. *Intellectual Property Rights*.
   (a) Each Artist acknowledges and agrees that all intellectual property rights embodied in any content or materials provided by or on behalf of Freeform, including without limitation, any elements from the Series and all derivatives thereof ("**Freeform IP**") are the sole and exclusive property of Freeform and Artists will not obtain or assert any rights or interests of any kind whatsoever in the Freeform IP, except as expressly set forth in these Official Rules.
   (b) Freeform grants to each Artist a non-exclusive license to create derivative works using the Freeform IP solely for the purpose of creating and submitting the Work for the

Creative Invite, provided that such license shall be conditioned upon Artist's assignment to Freeform of all rights in the Work such Artist creates. If such rights are not assigned to Freeform, Artist's license to create such derivative works (in this case, any submitted Works using the Freeform IP) shall be null and void.

(c) **WITHOUT LIMITING THE ABOVE AND IN CONSIDERATION OF ARTIST'S PARTICIPATION IN THE CREATIVE INVITE, EACH ARTIST ACKNOWLEDGES AND AGREES THAT THEIR RESPECTIVE WORKS ARE DEEMED TO BE "WORKS MADE FOR HIRE" FOR FREEFORM OR, IN THE EVENT AND TO THE EXTENT THAT ANY SUCH WORKS ARE DETERMINED NOT TO CONSTITUTE "WORKS MADE FOR HIRE" AS A MATTER OF LAW, ARTISTS IRREVOCABLY ASSIGN AND TRANSFER ALL RIGHT, TITLE AND INTEREST IN AND TO SUCH WORKS, INCLUDING WITHOUT LIMITATION, ALL PATENTS AND COPYRIGHTS, TO FREEFORM. IN ADDITION, EACH ARTIST HEREBY WAIVES ANY SO-CALLED "MORAL RIGHTS" IN ANY WORKS.**

(d) Except as necessary for Artists to submit their Works in connection with the Creative Invite, Artists may not make any further use of their Works, including without limitation, selling, licensing or otherwise exploiting such Works.

(e) Each Artist understands and agrees that they have no right to enjoin or restrain the development, production, advertising, promotion, distribution or exploitation of the Series. Freeform has the right, but not the obligation, to use any of the Works and/or to credit an Artist if Freeform uses or posts such Artist's Works in any way.

(f) By participating in the Creative Invite, Artist grants Sponsor permission to use any Work: (i) for all promotional purposes related to the Creative Invite; (ii) to otherwise administer the Creative Invite; or (iii) displaying the Work on the Creative Invite Site and Sponsor's media channels.

(g) By participating in the Creative Invite, Artists acknowledge and agree that: (i) Freeform, its parent, affiliated and related companies, and each of their respective employees, agents, artists, 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; (ii) any similarity between any Work that Artists submit and/or any materials already in development or independently developed hereafter by Freeform shall be coincidental; and (iii) Artist shall have no rights whatsoever in or to, nor shall Artist make any claim against, any artwork, sketches, designs, concepts or ideas already in development, or that may hereafter be independently developed, by Freeform notwithstanding any similarity to any materials (including my Work) that Artist has submitted hereunder.

(h) Artist acknowledges that, if Artist is selected as an Awardee, Artist will be required to sign the Awardee Agreement and the Artist Assignment and Indemnification Agreement as a condition to receiving any Prize. Artist acknowledges that failure to sign these Agreements by the specified date will result in forfeiture of any recognition and/or Prizes that Artist might otherwise receive.

9. *Representations and Warranties of Artist*. By participating in the Creative Invite and submitting a Work, Artist represents and warrants to Sponsor and Freeform as follows:
   (a) Artist has all rights, title and interest in the Work;
   (b) the Work is Artist's own original work and was created solely by Artist for the purpose of participating in the Creative Invite;
   (c) Artist and each Work submitted by Artist complies with the terms of this Agreement;

(d) the Work, as of the date of submission, is not the subject of any actual or threatened litigation or claim;
(e) the Work has not been previously licensed, sold, used, published, released, distributed or otherwise exploited;
(f) 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 (except for the Freeform IP provided solely for use in this Creative Invite only);
(g) the Work does not and will not violate any applicable laws; and
(h) the information submitted by Artist in connection with the Creative Invite is accurate and complete.

10. *No Warranty of Sponsor and Freeform; Limitation of Liability*. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SPONSOR AND FREEFORM 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 SPONSOR, FREEFORM 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 SPONSOR AND FREEFORM 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, Freeform 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, Prize-related activity, acceptance or use or misuse of any Prize (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 Prize;

(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 Freeform 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 Prize or any component thereof, including, but not limited to, express warranties provided by the supplier of the Prize (or any component thereof) or their affiliates.

(e) to release, defend, indemnify and hold harmless Freeform, its parent, affiliated and related companies, and each of their respective officers, directors, employees, representatives and agents from all claims, demands and causes of action of any nature whatsoever that such Artist or their heirs, representatives, executors, administrators or any other persons acting on behalf of such Artist′ s estate have or may have by reason of:

  (i) Freeform's exercise of any rights granted by Artist pursuant to the Official Rules of the Creative Invite; or

  (ii) any actual or alleged violation of such Artist's right of publicity or right of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Freeform's use of such Artist's Work or any portion thereof, or the likeness(es) of any natural person(s) therein.

12. *No Tampering*. Sponsor and Judging Panel reserve the right to disqualify any Artist they find to be (or suspect to be):

  (a) tampering with the submission process or the operation of the Creative Invite or any website promoting the Creative Invite;

  (b) acting in violation of this Agreement, or otherwise acting in an unprofessional or disruptive manner; or

  (c) 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 reserves 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 Prizes based upon the criteria set

forth in these Official Rules from all eligible submissions received prior to the termination date.

13. *Payments*. Prizes 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 Prizes (e.g., wire transfer fees) are the sole responsibility of the Awardees who receive such Prizes. Sponsor reserves the right to withhold the relevant portion of such Prize to cover the cost of any such fees or costs, including without limitation any applicable wire transfer fees. Note that cash prizes are treated as income by the U.S. Internal Revenue Service and may also be treated as income by other applicable taxing authorities.

14. *General Conditions*. Sponsor 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 reasonable control impairs the integrity or proper functioning of the Creative Invite, as determined by Sponsor in its sole discretion. Sponsor'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:
    (a) any and all disputes, claims and causes of action against the Released Parties arising out of or related to the Creative Invite, or any Prizes, 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
    (b) 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 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 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 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.