

NBC HOLIDAY SPECIAL

“GREATEST HOLIDAY HOME VIDEOS” (Working Title)

TERMS AND CONDITIONS FOR SUBMISSIONS

PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR SUBMISSION. IF YOU CONSENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, PLEASE SIGN BELOW. DO NOT SUBMIT ANY MATERIALS IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT.

GUIDELINES FOR SUBMISSIONS AND REPRESENTATIONS:

Submissions: The term “Submission” shall include any materials or information submitted by you, including, without limitation, your name, likeness, videos, photographs, recordings, writings, statements, audio materials, audiovisual materials, ideas or other material furnished by you to Juma Entertainment, LLC (“PRODUCER”).

1. **ORIGINALITY:** PRODUCER is only interested in your original work. You represent and warrant that (i) your entire Submission is an original work by you and you have not copied or used other works (such as dialogue from plays, recordings of musical works or clips from other videos, television programs or motion pictures) in or in connection with your Submission; (ii) no person or entity other than you has any right, title or interest in any part of your Submission; (iii) your Submission, the use thereof by PRODUCER, and/or the exercise by PRODUCER of any of the rights granted by you under this Agreement does not and will not infringe or violate any rights of any third party or entity, including, without limitation, copyright, trademark, defamation, privacy, publicity, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or any contractual rights; (iv) you have all of the rights, licenses, permissions and consents necessary to submit the Submission and to grant all of the rights that you have granted to PRODUCER under this Agreement; and (v) you have obtained written permission when filming any part of the Submission on private property not owned or controlled by you.

2. **PEOPLE IN SUBMISSION:** You represent and warrant that all persons who were engaged by you to work on the Submission or who appear in the Submission in any manner have given you their express written consent to submit the Submission for use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, including, without limitation, the internet and television, throughout the world, in perpetuity. If you include pictures of anyone in or with your Submission, you must have their written permission to include their image in or with the Submission. If you submit an image of someone who is under 18 years of age who is not your child, you must have the written permission of that child’s parent or legal guardian. You further represent and warrant that anyone who was engaged by you or who appears in the Submission: (i) has no claims for payment of any kind, including, without limitation, for royalties or residuals, arising out of any use, exhibition or other exploitation of the Submission; (ii) has no approval or consultation rights or any rights of participation with respect to any use, exhibition or other exploitation of the

Submission; and (iii) was not engaged by you or anyone associated with the Submission under any union or guild agreement that results in any ongoing obligations resulting from the use, exhibition or other exploitation of the Submission.

3. APPROPRIATENESS: Submissions must not contain material that is violent, pornographic or otherwise obscene, illegal or racially or otherwise morally offensive.

4. AGE: You represent and warrant that you are a legal resident of the United States, that you are over the age of 18, and that you have reached the age of majority in your state of residence.

5. PAYMENTS FOR SUBMISSION: Subject to Paragraph 7, you understand that, if PRODUCER decides in its sole discretion to use your video Submission, you will be paid Two Hundred and Fifty Dollars (\$250). This payment will be the sole compensation you will receive for submitting your video Submission, for granting the rights to your video Submission set forth in this Agreement, and for agreeing to the terms and conditions set forth herein. If PRODUCER determines in its sole discretion not to use your video Submission for any reason, you will not be paid any money in connection with your Submission, including in connection with your agreement to the terms and conditions set forth herein. For all Submissions other than the video Submissions used by PRODUCER, you will not be paid any money for submitting your Submission, for granting the rights to your Submission set forth in this Agreement, or for agreeing to the terms and conditions set forth herein.

6. RIGHTS GRANTED TO PRODUCER:

(a) RIGHTS IN SUBMISSION: By sending PRODUCER your Submission and subject to paragraph 5, above, you hereby acknowledge and agree that you are granting NBC Universal, Inc. ("NBCU"), PRODUCER, their licensees, successors and assigns, the perpetual and irrevocable, non-exclusive right and license to: (a) reproduce, distribute, display, exhibit, host, cache, store, archive, index, categorize, comment on, tag, transmit, broadcast, stream, edit, alter, modify, synchronize with visual material, create algorithms based thereon, and transcode the Submission to appropriate media formats, standards or mediums; and (b) otherwise use, exhibit and exploit, and sell, license, assign and otherwise transfer to third parties the right to use, exhibit and otherwise exploit the Submission (in whole or in part and as altered by PRODUCER in its sole discretion) throughout the world in perpetuity, in any and all media, whether now existing or hereafter devised, including, without limitation, any use of the Submission in and/or in connection with any version of "Greatest Holiday Home Videos," and/or any program(s), format(s) production(s) on the NBC television network, and on all owned and affiliated broadcast and cable networks and stations, as well as in connection with any distribution or syndication arrangement with third parties or third party sites, in any media format or medium and through any media channels and for any purpose, including, without limitation, downloads, streams, in audio visual recordings, motion pictures, television programs, productions, advertising, promotion and publicity, including, without limitation, advertising, promotion and publicity for the NBC television network and its programming, and all owned and affiliated broadcast and cable networks and channels and their programming, all without further notice to, consent from or payment to you. You waive any and all "moral rights" you may have in the Submission.

Without in any way limiting the foregoing, you acknowledge and agree that PRODUCER, its licensees, successors and assigns, shall have the right to sell, license, assign and

otherwise transfer any and all of the rights granted by you to PRODUCER under this Agreement, and to display any advertising, publicity, promotional materials and distribution rights in connection with your Submission. You acknowledge and agree that PRODUCER, its licensees, successors and assigns, will be entitled to retain any and all revenue generated from any sales, licenses, assignments and other transfers of the rights granted by you to PRODUCER hereunder, as well as any and all revenue generated by the display of any advertising, publicity, promotional materials or distribution rights in connection with your Submission. Nothing in this Agreement obligates or may be deemed to obligate PRODUCER to exercise any of the rights granted by you to PRODUCER under this Agreement.

Subject to paragraph 5, above, you grant the rights hereunder whether or not your Submission or any part thereof is actually used by PRODUCER. For Submissions other than than those video Submissions that are selected for use by Producer, you acknowledge that your consideration for the rights you grant PRODUCER in your Submission is the possibility that PRODUCER or its designees will review or use your Submission, and you will not receive any further compensation of any kind for any such Submission or the use thereof. In addition, you acknowledge that you may not receive credit for any use of any Submission, as determined by PRODUCER in its sole discretion. Your Submission will *not* be acknowledged or returned. You acknowledge and agree that your Submission is being sent voluntarily, and not in confidence, and that no confidential relationship is intended or created between PRODUCER and you by your submission of the Submission.

In addition to all of the legal and equitable rights and remedies available to PRODUCER in connection with this Agreement and your Submission, you acknowledge and agree that PRODUCER shall have the right, in its sole discretion, not to use, exhibit or otherwise exploit your Submission in any manner whatsoever. Furthermore, PRODUCER has no obligation to inform you of any decision not to use, exhibit or otherwise exploit your Submission.

(b) USE OF NAME AND LIKENESS: By sending PRODUCER your Submission, you also consent to the recording, use and reuse by NBCU, PRODUCER, their licensees, successors and assigns, of your voice, actions, likeness, name, appearance, performance, biographical material, and any other identifying information, including, without limitation, any information contained in your Submission (collectively, "Personal Elements"), as edited, altered, fictionalized or modified by PRODUCER, in its sole discretion, in any and all media now known or hereafter devised, throughout the world, in perpetuity, including, without limitation, in and in connection with any television programs and other productions, and in and in connection with advertising, promotion and publicity. You acknowledge and agree that NBCU, PRODUCER, their licensees, successors and assigns, may use all or any part of your Personal Elements, and may make any changes that any of them may deem necessary, in their sole discretion, including altering, fictionalizing or modifying them regardless of whether or not you are recognizable.

7. OTHER SUBMISSIONS: You recognize that other persons, may have submitted to PRODUCER or others, or made public, or may in the future originate and submit, or make public, materials that are similar or identical to your Submission. You acknowledge and agree that PRODUCER shall have the right to use such similar or identical materials, and that you will not be entitled to any compensation because of PRODUCER's use of such similar or identical materials. Nothing in this Agreement, or your submission of the Submission, shall be deemed to place you in any different position from any other member of the public.

8. **PORTRAYAL IN WEBSITE OR PROGRAM:** In and in connection with any program in which your Submission may be used, information of a personal, private, surprising, defamatory, disparaging, embarrassing or unfavorable nature, that may be factual or fictional, may be used and included regarding you and your Submission. **YOU UNDERSTAND THAT THE DEPICTION AND PORTRAYAL OF YOU AND YOUR SUBMISSION IN CONNECTION WITH ANY WEBSITE OR PROGRAM MAY BE DISPARAGING, DEFAMATORY, EMBARRASSING OR OF AN OTHERWISE UNFAVORABLE NATURE, MAY EXPOSE YOU AND YOUR SUBMISSION TO PUBLIC RIDICULE, HUMILIATION OR CONDEMNATION, AND MAY PORTRAY YOU AND YOUR SUBMISSION IN A FALSE LIGHT.** You further understand that any information regarding you and your Submission that PRODUCER may disclose in or in connection with any website or program may be more or less favorable than similar information disclosed by PRODUCER regarding others and their Submissions. You understand and agree that PRODUCER shall have the rights to: (a) include any such information and any such depiction, portrayal, actions and statements in any website or program as edited by PRODUCER, in its sole discretion, and in any and all forms of advertisements, promotions and publicity for any website or program and any network or station that airs any such program; and (b) broadcast, exhibit and otherwise exploit any such program and advertisements containing any such information and any such depiction, portrayal or actions in any and all media, whether now known or hereafter discovered, throughout the world, in perpetuity. You understand and acknowledge that, while such conduct might otherwise constitute an actionable tort, you have freely and knowingly consented to such conduct.

9. **INDEMNIFICATION AND RELEASE OF CLAIMS:** You agree to indemnify and hold harmless NBCU, PRODUCER, their parent, subsidiary and affiliated companies, each of their respective licensees, successors and assigns, and each of their respective officers, directors, agents, representatives and employees, from and against any and all claims, actions, damages, liabilities, losses, costs, and expenses of any kind (including, without limitation, attorneys' fees) that in any way arise out of or result from your breach of any of the representations, warranties or other terms or conditions of this Agreement or any use of your Submission or Personal Elements in accordance with this Agreement. You hereby release, discharge and hold harmless NBCU, PRODUCER, their parent, subsidiary and affiliated companies, each of their respective licensees, successors and assigns, and each of their respective officers, directors, agents, representatives and employees (collectively, the "Released Parties"), from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys' fees) arising out of, resulting from, or by reason of this Agreement, your Submission, any of the Personal Elements or your participation or appearance in any program or advertising, including, without limitation, any use, exhibition or other exploitation of your Submission or any of the Personal Elements, your appearance in any program or advertising, or the exercise by PRODUCER or any of the other Released Parties, of any of the rights granted by you under this Agreement, on any legal theory whatsoever (including, without limitation, idea misappropriation, copyright infringement, personal injury, rights of privacy and publicity, false light, defamation, intentional or negligent infliction of emotional distress, and breach of contract).

10. **RELEASE OF UNKNOWN CLAIMS:** YOU ACKNOWLEDGE THAT THERE IS A POSSIBILITY THAT AFTER THE EXECUTION OF THIS AGREEMENT, YOU MAY DISCOVER FACTS OR INCUR OR SUFFER CLAIMS THAT WERE UNKNOWN OR UNSUSPECTED AT THE TIME YOU EXECUTED THIS AGREEMENT, AND WHICH, IF KNOWN BY YOU AT THAT TIME, MAY HAVE MATERIALLY AFFECTED YOUR DECISION TO EXECUTE THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT BY REASON OF THIS AGREEMENT AND THE RELEASES CONTAINED HEREIN, YOU HAVE ASSUMED ANY

RISK OF SUCH UNKNOWN FACTS AND SUCH UNKNOWN AND UNSUSPECTED CLAIMS. YOU ARE AWARE OF THE EXISTENCE OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

NOTWITHSTANDING THIS PROVISION, THIS AGREEMENT SHALL CONSTITUTE A FULL, FINAL, AND COMPLETE RELEASE, ACCORD AND SATISFACTION OF EACH AND EVERY RELEASED CLAIM THAT YOU HAVE OR MAY HAVE, AT ANY TIME, AGAINST ANY OF THE RELEASED PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU KNOWINGLY AND VOLUNTARILY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AS WELL AS ANY OTHER STATUTE, LAW OR RULE OF SIMILAR EFFECT OF ANY OTHER JURISDICTION THROUGHOUT THE WORLD, AND ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL TERM OF THIS AGREEMENT. YOU REPRESENT THAT YOU UNDERSTAND AND ACKNOWLEDGE THE SIGNIFICANCE AND CONSEQUENCE OF THE RELEASES YOU HAVE MADE HEREIN, AND OF YOUR WAIVER OF ANY RIGHTS YOU MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE AND ANY OTHER SIMILAR STATUTES, LAWS AND RULES.

11. NOTICE REGARDING CLAIMS AND OTHER MATTERS: You agree that you must provide written notice by Federal Express or by Express Mail to the Juma Entertainment, 3800 Barham Blvd. Suite 409, Los Angeles, CA 90068, of any claim arising in connection with your Submission or in connection with this Agreement. You further agree to provide such notice within 10 calendar days after acquiring knowledge of the claim. All other notices under this Agreement shall be in writing and may be sent by email, U.S. mail, Federal Express, Express Mail or personal delivery. In the case of PRODUCER, such notices shall be sent to the address provided above in this paragraph. In the case of you, such notices shall be sent to the most recent email address or physical mailing address that PRODUCER has on file provided by you, and the date of such mailing or delivery shall be deemed the date of such notice.

12. OTHER MATTERS: This Agreement constitutes our entire understanding with respect to its subject matter. Any modification or waiver must be in writing, signed by both PRODUCER and you. The terms and conditions of this Agreement and its performance will be binding on you and your heirs, executors, administrators, successors and assigns. If any provision of this Agreement or any document incorporated by reference is found by an arbitrator or a court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of such documents remain in full force and effect, including, without limitation, the ability to resolve all controversies and claims through arbitration, provided, however, that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of the parties to this Agreement as a whole. You may not assign your rights under this Agreement except as approved by PRODUCER and any unauthorized, purported assignment will be null and void. PRODUCER and its successors, licensees and assigns, will have the unlimited right to assign this Agreement and the rights granted by you under this Agreement at any time, in whole or in part, to any party. You will execute any documents (after being afforded a reasonable opportunity to

review and confirm the same) and do any other acts as may be reasonably required by PRODUCER, with PRODUCER to bear reasonable expenses related to your execution of such documentation, provided PRODUCER is notified ahead of time and agrees to such expenses, to further evidence or effectuate the rights of PRODUCER as set forth in this Agreement. You appoint PRODUCER as your attorney-in-fact (which appointment is irrevocable and coupled with an interest), with full power of substitution and delegation, but only to execute any and all such documents, or perform such acts, which you fail to execute (after being afforded a reasonable opportunity to review and confirm the same). PRODUCER will promptly furnish to you a copy of all such documents that PRODUCER executes on your behalf. Your Submission and participation on the yourlatv.com site, or any other PRODUCER or other site pursuant to the terms of this Agreement is also subject to the terms of use and privacy policy on the yourlatv.com site, except to the extent that these terms differ, in which case these terms of Agreement will govern.

13. MEDIATION/ARBITRATION: PLEASE READ CAREFULLY. UNDER THIS SECTION 13, YOU ARE GIVING UP YOUR LEGAL RIGHTS TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT OR YOUR SUBMISSION.

IF ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE BREACH OF ANY TERM HEREOF OR YOUR SUBMISSION CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THE PARTIES AGREE TO ENDEAVOR FIRST TO SETTLE THE CONTROVERSY OR CLAIM BY MEDIATION CONDUCTED IN THE COUNTY OF LOS ANGELES AND ADMINISTERED BY JAMS UNDER ITS APPLICABLE RULES, BEFORE COMMENCING ANY PROCEEDINGS PERMITTED UNDER THIS PARAGRAPH. IF ANY CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, AS SET FORTH ABOVE, THEN THE PARTIES AGREE THAT IT SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED IN THE COUNTY OF LOS ANGELES, AND ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF, INCLUDING THE OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES"). THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES. THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND LICENSED TO PRACTICE LAW IN CALIFORNIA OR A RETIRED JUDGE. ANY APPELLATE PANEL SHALL CONSIST OF THREE NEUTRAL MEMBERS, SUBJECT TO THE FOREGOING REQUIREMENTS. ALL ARBITRATION PROCEEDINGS, INCLUDING DOCUMENTS FILED IN THE COURSE OF SUCH PROCEEDINGS, AND THE FACT THAT THE ARBITRATION IS BEING CONDUCTED, SHALL BE CONFIDENTIAL. THE ARBITRATOR'S DECISION SHALL BE CONTROLLED BY THE TERMS OF THIS AGREEMENT. UPON CONCLUSION OF ANY ARBITRATION PROCEEDINGS HEREUNDER, THE ARBITRATOR SHALL RENDER FINDINGS OF FACT

AND CONCLUSIONS OF LAW AND A WRITTEN OPINION SETTING FORTH THE BASIS AND REASONS FOR ANY DECISION HE OR SHE HAS REACHED AND SHALL DELIVER SUCH DOCUMENTS TO EACH PARTY TO THE AGREEMENT ALONG WITH A SIGNED COPY OF THE AWARD IN ACCORDANCE WITH SECTION 1283.6 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. ANY JUDGMENT UPON AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY STATE OR FEDERAL COURT IN THE COUNTY OF LOS ANGELES, CALIFORNIA HAVING JURISDICTION OF THE SUBJECT MATTER HEREOF. YOU MAY COMMENCE AN ACTION AT LAW FOR THE SOLE PURPOSE OF ENFORCING AN ARBITRATION AWARD. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IN NO EVENT SHALL YOU HAVE ANY RIGHT TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF AGAINST NBCU, PRODUCER , THEIR PARENT, SUBSIDIARY OR AFFILIATED COMPANIES, THEIR LICENSEES, SUCCESSORS OR ASSIGNS, OR ANY OTHER PARTY ARISING OUT OF ANY USE OR NON-USE OF THE SUBMISSION. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT PRODUCER MAY NONETHELESS (1) SEEK TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM A COURT TO ENFORCE THE PROVISIONS OF THIS AGREEMENT, AND (2) BRING AN ACTION TO ENFORCE THE DECISION OF THE ARBITRATOR BEFORE ANY COURT WITH JURISDICTION. YOU MUST COMMENCE A FORMAL ARBITRATION PROCEEDING PURSUANT TO THIS AGREEMENT WITHIN SIX MONTHS AFTER THE DATE ANY SUCH CLAIM ARISES; FAILURE TO DO SO WITHIN THAT SIX-MONTH PERIOD SHALL BE DEEMED AN IRREVOCABLE WAIVER OF ANY RIGHTS YOU MIGHT HAVE PURSUANT TO THIS AGREEMENT WITH RESPECT TO ANY CLAIM AGAINST YOU.

I ACKNOWLEDGE AND AGREE THAT I HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS THAT I AM GRANTING AND THE REPRESENTATIONS AND WARRANTIES I HAVE MADE IN THIS AGREEMENT. YOU FUTHER UNDERSTAND THAT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.

PRINT NAME:	DATE:
ADDRESS:	TEL #:
CITY/STATE/ZIP:	EMAIL
SIGNATURE:	