

Terms of Submission

NBCUniversal Media, LLC company (“NBCU”) located at 30 Rockefeller Plaza, New York, NY 10112, invites you to join in on the fun with The Tonight Show Starring Jimmy Fallon (the “Show”) by giving you the opportunity to submit your own video of your child showing/demonstrating their invention (the “Submission”). Your Submission should be original and not infringe on any third party rights, including without limitation, copyright, trademark, or patent, or create claims for idea misappropriation or breach of contract. You must have the permission of any person who appears in your Submission or who you identify or otherwise refer to in your Submission. **In order to participate, you must be at least eighteen (18) years old. You must be the parent or legal guardian of any minor who appears in your Submission.**

You understand that although you may believe your Submission to be unique and novel, there may be pre-existing ideas, concepts, or proposals that are similar to your Submission. By submitting your Submission, you recognize that other persons, including NBCU’s own employees, may have submitted to NBCU or others, or made public, or may in the future originate and submit or make public, similar or identical ideas, concepts, or proposals that NBCU may have the right to use, and you understand that you will not be entitled to any compensation because of NBCU’s use of such similar or identical ideas, concepts, or proposals in any manner. You understand and agree that NBCU’s use of material containing features or elements similar or identical to those contained in your Submission will not obligate NBCU to negotiate with you or entitle you to any compensation if NBCU determines that it has an independent legal right to use that other material for any reason (for example, because the features or elements are not new or novel, were not originated by you, or were or may hereafter be independently created and submitted by other persons, including your employees). Any Submission that contains ideas for television programs, movies, scripts, formats or show treatments, will not be reviewed and will be disqualified. NBCU shall have no obligation to exploit the Submissions.

You grant NBCU a perpetual, and irrevocable, worldwide, fully paid-up, royalty-free license to incorporate the Submission and materials relating to their Submission (including without limitation photos, drawings, designs, footage, models, prototypes, promotional or marketing material provided and/or created by you) into any footage and materials, advertisements, and to exploit the footage and materials, advertisements in perpetuity in all media now known or hereafter devised.

You understand and acknowledge that: (i) proprietary rights in and to inventions, discoveries, concepts and ideas are governed by the patent, trademark, copyright, other intellectual property and other applicable laws of the United States and other countries and by the trade secret, trademark and other intellectual property and other applicable laws of various states; (ii) disclosure of the Submission (or any other invention, idea, design business model, proposal, or material disclosed) as part of your participation may adversely affect your or your child’s

ability to secure and maintain proprietary rights under the patent, trademark, trade secret, copyright, other intellectual property and other applicable laws of the United States, other countries and various states; (iii) countries outside the United States require absolute novelty in order to obtain patent protection, and that public disclosure of the Submission will prohibit patent and other legal protection in countries that require such novelty unless protection has been procured before the disclosure; (iv) it is your sole responsibility to evaluate all potential adverse consequences of your and your child's participation and to obtain such legal advice and consultation as necessary in connection with all such potential adverse consequences, as well as all other matters relating to your participation, including, without limitation, patent, trademark, trade secret, copyright, other intellectual property and other laws and your legal rights related to your and your child's participation and any invention, idea, design, business model, proposal, or material that you discuss or relates in connection with your participation; and (v) no evaluation, determination, legal advice or counseling for your or your child's benefit or on your or your child's behalf with the respect to your participation or the application of such laws, to the Submission, or otherwise, is or will be offered, made, or given by NBCU, or any of their agents, representatives, employees, independent contractors or anyone else on their behalf.

You understand and acknowledge that NBCU makes no representation or warranty, either express or implied, and that NBCU hereby expressly disclaims any representation and warranty, express or implied, with respect to your or your child's participation or the Submission, including, without limitation, the novelty, uniqueness, utility or patentability of the Submission, and you agree that no such representation or warranty shall be implied as a result of the fact you are being considered by NBCU as a possible participant in a potential television program or as the result of your participation in the potential television program if selected.

You understand and acknowledge that the preparation, filing, prosecution and maintenance of patent applications (and all patents issuing as a result thereof) with respect to the Submission or any other composition, device, process, or invention are your sole responsibility. You and your child further understand and acknowledge that NBCU assumes, and hereby expressly disclaims, any responsibility, obligation or liability whatsoever with respect to the preparation, filing, prosecution and/or maintenance of any patent application (and all patents issuing as a result thereof) with respect to the Submission or any other composition, device, process, or invention.

You covenant and agree that you and/or your child will not, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, maintenance or prosecution of, any claim, demand or cause of action at law or otherwise, against NBCU or General Electric for infringement of any patent that is included in the Submission or claims priority to any patent or patent application listed in the Submission, or that covering a product, or technology or Submission that is disclosed in the course of their participation and that you own or on which you are listed as an inventor. You agree that this

covenant not to sue shall extend to NBCU's suppliers, developers, partners, resellers, distributors, wholesalers, agents, end-users, and customers ("Users"), but only to the extent that such Users' activities relate to the products or services of, or provided by, NBCU. You agree that this covenant will run with title to any patents and will bind any person or entity to whom rights in the patents are assigned or otherwise transferred or conveyed.

You represent and warrant you and/or your child have had an opportunity to fully discuss the potential adverse consequences associated with your participation in and the disclosure of your Submission in and in connection with this, as well as the patent, trademark, trade secret, copyright, other intellectual property and other applicable laws, and any other matter with your own independent legal counsel, and that you and your child knowingly and voluntarily accept any and all risks with respect thereto. You fully understand that if you and/or your child have any questions or concerns at any time, you or your child shall discuss them with their own independent legal counsel. You recognize that this is in no way intended to be a substitute for the explanations and advice that have been provided by their own independent legal counsel.

Without limiting the foregoing, you covenant and agree that you and/or your child will not, either directly or indirectly, initiate, assign, maintain or prosecute, or in any way knowingly aid or assist in the initiation, maintenance or prosecution of, any claim, demand or cause of action at law or otherwise, against NBCU or General Electric for infringement of any patent ("Patents") covering a product or technology disclosed in the course of your or your child's participation. You agree that this covenant not to sue shall extend to NBCU's suppliers, developers, partners, resellers, distributors, wholesalers, agents, end-users, and customers ("Users"), but only to the extent that such Users' activities relate to the products or services of, or provided by, NBCU. You agree that this covenant will run with title to the Patents and will bind any person or entity to whom rights in the Patents are assigned or otherwise transferred or conveyed.

YOU AGREE YOU AND/OR YOUR CHILD HAVE ALSO HAD AN OPPORTUNITY TO REVIEW THESE TERMS WITH AN ATTORNEY OF YOUR CHOICE SHOULD YOU ELECT TO DO SO.

By submitting your Submission, you agree that your Submission may be broadcast on-air, on the Show's website located at <http://www.nbc.com/the-tonight-show> (the "Website") and in advertising for the Show on-air and off-air and on the Website (together, the "Materials"), and you grant NBCU, its licensees, successors and assigns the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit your Submission and to incorporate your Submission in the Materials and any other works in any and all markets and media now known or hereafter devised, throughout the world in perpetuity, without additional notification, permission, approval, or compensation. You warrant that you and your child have the sole and exclusive right to grant such rights to NBCU, its licensees, successors and assigns and that the reproduction, publishing, displaying, and/or other use of your Submission by NBCU, its licensees, successors and assigns will not infringe on any rights of third parties, including,

without limitation, copyright, trademark, patent, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract.

You further agree that NBCU, its licensees, successors and assigns may use and exploit your Submission and Submission Materials in connection with sponsors of the Show (the "Sponsors"), including, without limitation, General Electric, and shall have the right to grant General Electric, and other Sponsors that right to exhibit and use your Submission and the Materials in connection with their products and services on the Sponsors' website and otherwise.

By submitting your Submission, you consent to the recording, use, and reuse by NBCU, and its licensees, successors, and assigns of your YouTube or Facebook user name, your and/or your child's voice, actions, likeness, name, appearance, biographical material, and any other identifying information, including without limitation, any information contained in your Submission or YouTube or Facebook profile, as used, edited, altered, fictionalized, or modified by NBCU, in its sole discretion, in any and all markets and media, now known or hereafter devised, throughout the world in perpetuity, including, without limitation, in and in connection with NBCU, the Website, or related sites or services, 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, 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 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 or the Materials. Nothing in these Terms of Submission obligates or may be deemed to obligate NBCU or any other person or entity to exercise any of the rights granted by you under these Terms of Submission. NBCU and its successors, licensees, and assigns, will have the unlimited right to assign these Terms of Submission and the rights granted by you under these Terms of Submission at any time, in whole or in part, to any party. Your Submission may not be identifiable. NBCU will have the right to make any changes to your Submission as it determines in its sole discretion. Your Submission should not contain material that is violent, pornographic, obscene, illegal, inappropriate, or racially or morally offensive. Your Submission must be your own original work. You agree that NBCU and its licensees, successors, and assigns shall have no obligation to give you credit for your Submission but in their sole discretion may elect to do so.

Your Submission will not be acknowledged or returned. You acknowledge and agree that you are sending your Submission voluntarily and not in confidence and that no confidential relationship is intended or created between NBCU and/or any other person or entity, on the one hand, and you, on the other hand, by your submission of your Submission.

You understand that there will be no payment for your submission or the use of your Submission. You understand that no industry custom or practice applies to your agreement that you will not be paid for your Submission. You understand that if your Submission is selected for use, such use will not be considered an employment opportunity. If you do not want your Submission to be used and broadcast by NBCU, then please do not participate.

To the extent that the Website's Terms of Service, located at <http://www.nbc.com/terms> (the "Website Terms"), are not in conflict with these Terms of Submission, the Website Terms apply. These Terms of Submission shall be subject to and governed by the laws of the State of New York, excluding its conflicts of law rules. You agree to ARBITRATE ANY DISPUTES WITH NBCU AND GENERAL ELECTRIC, and to WAIVE JURY TRIAL and CLASS ACTIONS as more fully set forth in the Website Terms.