

Official Rules
for
Name That Starship Class Contest

This contest is operated by Cryptic Studios, Inc., ("**Sponsor**").

1. **CONTEST DEFINITION**: The following definitions (collectively the "Contest Definition") are used throughout this document to describe various aspects of the contest.

A. Contest Name: Star Trek Online Name That Starship Class Contest

B. Contest Start Date: 12.23.09.

C. Contest End Date: 01.08.09.

D. Submission Agreement: Located in Exhibit A.

E. Website: <http://www.startrekonline.com/> and all web pages associated therewith.

F. Webpage: http://www.startrekonline.com/name_that_starship

G. Judging Date: 01.08.09

H. Contest Address:

Cryptic Studios, Inc.
P.O. Box 321213
Los Gatos, CA 95032

I. Entry Requirements:

i. The entry must be a response to the Webpage.

ii. Only the single most recent Entry submitted by the Participant will be eligible for each Ship.

J. Judging Criteria:

i. Creativity

ii. Appropriateness to image provided

K. Runner-Up Prize:

i. none.

L. First-Place Prize:

i. Inclusion of winning entry into the Star Trek Online game. A copy of Star Trek Online Digital Deluxe Edition, an autographed poster featuring your starship name on it, and a unique in-game title, "Starship Designer" .

M. Prizes:

i. Three (3) First-Place Prizes, as defined above.

ii. The total value of all prizes to be awarded ("Total Value") is \$79.99 (Seventy Nine Dollars and ninety nine cents) (approximate US retail value).

2. ACCEPTANCE OF TERMS: This Official Rules and the Submission Agreement located in Exhibit A (collectively the "**Official Rules and Submission Agreement**") is made between you and Sponsor. YOU SHOULD READ AND UNDERSTAND THIS OFFICIAL RULES AND SUBMISSION AGREEMENT BEFORE SUBMITTING A CONTEST ENTRY (AS DEFINED BELOW) TO THE CONTEST. BY SUBMITTING A CONTEST ENTRY YOU REPRESENT AND WARRANT THAT YOU ARE OVER THE AGE OF EIGHTEEN (18) AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS OFFICIAL RULES AND SUBMISSION AGREEMENT. **IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS OFFICIAL RULES AND SUBMISSION AGREEMENT, PLEASE DO NOT PROVIDE A CONTEST ENTRY TO THE SPONSOR AND DO NOT OTHERWISE PARTICIPATE IN THE CONTEST.**

3. ELIGIBILITY: THIS IS A SKILL CONTEST. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

O. If the total cash value of the Prizes is zero dollars, then the following eligibility rules apply: Contest is open to anyone who agrees to the terms of this Agreement, excluding every national, state, local, or other jurisdiction in which it is prohibited or restricted by any law, statute, regulation, or other appropriate authority (hereafter "Participant"). Sponsor, Sponsor Partner, and their affiliates, subsidiaries, partners, prize providers, officers, employees, and subcontractors do not warrant that this Contest may be entered legally in any particular jurisdiction.

P. If the total cash value of the Prizes is greater than zero-dollars, then the following eligibility rules apply: Contest is open to any current legal resident of the fifty (50) United States and the District of Columbia (excluding every national, state, local, or other jurisdiction in which it is prohibited or restricted by any law, statute, regulation, or other appropriate authority, and in particular Puerto Rico, U.S. Virgin Islands, U.S. territories and U.S. military installations located in a foreign country) who is eighteen (18) years of age or older (hereafter "Participant"). Sponsor, Sponsor Partner, and their advertising and promotional agencies and all of their respective employees, consultants, representatives and agents, and the immediate family members of and persons domiciled with any such employees and agents, and any judges or other parties involved in any aspect with the creation, production, operation, execution and fulfillment of the Contest, and the immediate families or household members of each are not eligible to participate. Sponsor, Sponsor Partner, and their affiliates, subsidiaries, partners, prize providers, officers, employees, and subcontractors do not warrant that this Contest may be entered legally in any particular jurisdiction.

4. ENTERING THE CONTEST:

A. **HOW TO SUBMIT A CONTEST ENTRY:** Each Participant must create an Entry according to the Entry Requirements. The Participant may then enter the Contest by visiting the Webpage and following the instructions provided to upload their Entry. Registration on Sponsor's Website is required. No other means of entry will be accepted. By entering, you acknowledge that your Entry may be in the public domain and that no privacy to Entries submitted is guaranteed.

B. **REQUIREMENTS FOR ENTRIES:** All Entries must comply with the Entry Requirements in the Contest Definition to be eligible to win. Sponsor is not required to pro-actively notify Participant if their submission is not eligible.

C. **REPRESENTATIONS AND WARRANTIES:** You represent and warrant that you have read and agreed to the terms of the Submission Agreement, that your Entry complies with all requirements set forth therein, and that in the event your Entry is selected as a Potential Winner, you agree to assign all rights in such Entry to Sponsor or its designee. Any Entry that would violate any law or regulation or this Official Rules and Submission Agreement will not be considered. Sponsor retains sole discretion as to what constitutes unsuitable content, and to disqualify the submitting Participant from participation in the Contest. An Entry that is submitted in violation of this Official Rules and Submission Agreement; that is received in whole or in part after the end of the Contest Period; or that is incomplete, illegible, corrupted, or damaged, will be discarded and deemed to be VOID.

5. **ADDITIONAL FORMS:** In order to participate in the Contest, you may be required to sign consent forms and/or releases in connection with your Entry, and you may be required to provide Sponsor with a copy of your Entry in the original uncompressed format. You agree that upon Sponsor's request, you will comply with the foregoing.

6. **WINNER(S) AND PRIZES:**

A. **SELECTING THE WINNERS:** A panel of judges (the "Panel") will be selected by the Sponsor in its sole discretion. The Panel will review eligible entries and, based on the Judging Criteria set forth in the Contest Definition, will select in their sole discretion one top entry as the potential winner of each Prize (such potential winners, the "Potential Winners"). The Potential Winners will be notified on or about the Notification Date. Each Potential Winner must complete and return a signed 'Affidavit of Eligibility, Originality and Non-Infringement and Compliance with Official Rules and Submission Agreement, Assignment of Rights, and Liability/ Publicity Release,' as well as any other documents related to prize acceptance that Sponsor may reasonably require or be obligated to obtain, e.g., publicity releases executed by third parties who appear in the Entry, etc., and provide a copy of the winning Entry, in its original format, for verification by the due date specified by Sponsor in the notification or subsequent correspondence. If after a reasonable number of attempts contact has not been made, or if any prize notification is returned as undeliverable, or if a potential winner is deemed to be ineligible, not in compliance with these Official Rules, or fails to provide any information or return any required documents in a timely manner, prize will be forfeited and an alternate Potential Winner selected, provided that such alternate entrant will be subject to the terms and conditions of this Section. After all Potential Winners have been finally determined by Sponsor to be eligible to continue to participate in the Contest (such Potential Winners, the "Winners"), the Winners will be awarded prizes as set forth in sub-section (C) below.

B. **JUDGING CRITERIA.** The Panel and the Judge will judge all entries according to the Judging Criteria given in the Contest Definition. The Sponsor, in its sole discretion, may choose to make the Panel's evaluations of the eligible Entries public, but is not required to do so.

C. **PRIZES.** Subject to compliance with this Official Rules and Submission Agreement, Sponsor will award to each Prize to the Winner chosen by the Panel. All taxes (including, without limitation, federal, state, and local taxes) on or in connection with any Prize, and the reporting consequences thereof, are the sole and exclusive responsibility of Winners. The Prizes are nontransferable and non-refundable, and no substitution of any Prize will be permitted. If any Prize is unavailable, a substitute prize of greater or equal value may be awarded. By accepting a Prize, the Winners agree to participate in and/or cooperate with media interviews, public or other promotional events and any other activities related to the Contest as reasonably requested by Sponsor, without additional compensation, except where prohibited by law.

7. **LIMITATIONS OF LIABILITY:** By entering this Contest, each Participant represents and warrants that he or she is not prohibited from participating in this Contest by any applicable law, statute, regulation, or authority. No responsibility or liability is assumed by Sponsor for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Website or e-mail address to which Entries can be sent: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled, faulty, incomplete or illegible data transmissions; failure of any e-mail transmissions to be sent to or received; difficulties in opening email attachments; lost, late, delayed or intercepted e-mail transmissions; incorrect or inaccurate capture of Entry or other information; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; or unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest. Sponsor also is not responsible for any lost, late, incomplete, illegible, damaged or misdirected Contest Entries submitted or any delay, loss or damage by communication systems. Proof of submitting Entries will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, programmed or similar methods of participation will void all such submissions by such methods. Sponsor is not responsible for any typographical or other errors in the offering or announcement of prizes, in this Official Rules and Submission Agreement, or in the administration of the Contest, or any inaccurate or incorrect data contained on the Website, or any personal injury or property damage or losses of any kind which may be sustained to Participant's or any other person's computer equipment resulting from participation in the Contest, or use of or download of any information from the Website. Use of Website is at Participant's own risk.

WITHOUT LIMITING THE FOREGOING, THE WEBSITE AND ALL MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE WEBSITE, AND ANY PRIZES OFFERED OR PROVIDED IN CONNECTION WITH THE CONTEST ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND BY SPONSOR, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF USABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES; CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS OR RESTRICTIONS. IN NO EVENT WILL THE CONTEST ENTITIES (AS DEFINED BELOW) BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF THE CONTEST OR THE ENTRY, EVEN IF A CONTEST ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE CONTEST ENTITIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE CONTEST OR THIS OFFICIAL RULES AND SUBMISSION AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED YOUR COSTS (IF ANY) OF ENTERING THE CONTEST.

Sponsor does not make any, and hereby disclaims any and all, representations or warranties of any kind regarding any Prize, including without limitation any representations or warranties concerning fitness for a particular purpose or potential results. All Participants, on behalf of themselves, their executors, employers or companies, heirs and assigns, by submitting an Entry and/ or by acceptance of a prize if selected as a Potential Winner, agree to release Sponsor, prize providers, and all officers, employees, agents, affiliates and partners of such entities, from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons or property which may be sustained in connection with the receipt, use or misuse of any prize or any actions undertaken using prize, or while preparing for, participating in, or any activity in connection with the Contest or otherwise.

8. RELEASE AND INDEMNIFICATION: BY ENTERING THE CONTEST, YOU RELEASE, DEFEND, INDEMNIFY AND HOLD SPONSOR, SPONSOR PARTNER, AND THEIR RESPECTIVE EMPLOYEES, AFFILIATES, AND AGENTS, THE MEMBERS OF THE PANEL (COLLECTIVELY, THE "CONTEST ENTITIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ("LOSSES") ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM: (A) YOUR PARTICIPATION IN THE CONTEST OR ANY CONTEST-RELATED ACTIVITY; (B) ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE; (C) ANY BREACH BY YOU OF ANY COVENANT, REPRESENTATION OR WARRANTY SET FORTH IN THIS OFFICIAL RULES AND SUBMISSION AGREEMENT; (D) ANY CLAIM BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; OR (E) ANY CLAIM THAT YOUR ENTRY OR THE USE THEREOF BY ANY CONTEST ENTITY INFRINGES UPON OR VIOLATES THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF ANY THIRD PARTY OR CAUSED ANY DAMAGE TO A THIRD PARTY (INCLUDING WITHOUT LIMITATION PAST, PRESENT OR FUTURE INFRINGEMENT, MISAPPROPRIATION, LIBEL, DEFAMATION, INVASION OF PRIVACY OR RIGHT OF PUBLICITY OR VIOLATION OF ANY RIGHTS RELATED TO THE FOREGOING).

9. MODIFICATION: Sponsor reserves the right, at its sole discretion, to modify, postpone, clarify, delay, suspend and/or terminate this Contest in whole or in part in the event that the Contest is not capable of running as planned or as intended by this Official Rules and Submission Agreement by reason of any technical, disabling, human or other causes or events that, in the sole discretion of Sponsor, impair, corrupt or interrupt the administration, fairness, security or integrity or proper conduct of the Contest, including without limitation, fire, flood, natural disaster, explosion, labor dispute or strike, act of God or public enemy, terrorist threat or activity or insurrection. In such event, Sponsor may, in its sole discretion: (a) postpone and/or reschedule and/or modify the Contest, or (b) terminate the Contest in its entirety. In the event of postponement, rescheduling or modification of the Contest, a notice to such effect will be posted online. In the event of termination, a notice to such effect will be posted online and all eligible and salvageable Entries collected prior to the termination shall be included in the Contest for purposes of awarding the prizes (or prizes of substantially similar value), provided that a sufficient number of Entries are received, and Sponsor shall have no further liability to any Participant in connection with the Contest. In no event will Sponsor be obligated to award more prizes than the number of prizes stated in this Official Rules and Submission Agreement. Sponsor reserves the right to terminate this Contest or to modify any rules as necessary for any reason or as required by applicable law.

10. **DISPUTES:** This Contest is governed under the laws of the United States and the State of California, without respect to conflict of law doctrines. As a condition of participating in this Contest, Participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Official Rules and Submission Agreement and/or this Contest shall be resolved individually, without resort to any form of class action, exclusively before a federal or state court located in Santa Clara County, California, having jurisdiction. Further, in any such dispute, under no circumstances will Participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental or consequential damages (including reasonably attorneys' fees), other than Participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest) and Participant further waives all rights to have damages multiplied or increased. Without limitation, Participant agrees that a printed version of this Official Rules and Submission Agreement will be admissible in judicial or administrative proceedings based upon or relating to this Official Rules and Submission Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

11. **CONDITIONS OF PARTICIPATION:** All Participants agree to be bound by this Official Rules and Submission Agreement and the decisions of Sponsor whose decisions in all aspects of this Contest shall be final and binding. Sponsor may, at its sole discretion, disqualify a Participant from participating in any aspect of the Contest, if Sponsor deems or suspects that such person has engaged in or has attempted to engage in any of the following: (a) acting in violation of this Official Rules and Submission Agreement, or any terms and conditions relating to use of or access to the Website; or (b) submitting a Entry that the Participant has not personally authored (submitting someone else's work); (c) damaging, tampering with or corrupting the operation of the Contest; or (d) acting with intent to annoy, harass or abuse any other person; or (e) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (g) activity deemed in the sole discretion of Sponsor and its agents to be generally inconsistent with the intended operation of the Contest. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR CORRUPT THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.**

12. **PRIVACY:** Except as otherwise provided in this Official Rules and Submission Agreement, Participant's personal information submitted to Sponsor in the Entry process will be treated in accordance with Sponsor's Privacy Policy posted on the Website and may be used by Sponsor to send email updates to Participants. Participants may elect to opt out of receiving such updates at any time.

13. WINNERS LIST: For information concerning the Winners (available after Judging Date), please see the Webpage, or send a self-addressed stamped envelope to: Contest Address. Queries must be postmarked no later than 90 days after Judging Date.

14. INTERPRETATION: In the event of any conflict between any information provided on Sponsor's or a third party's web site or provided by any entity other than Sponsor, on the one hand, and this Official Rules and Submission Agreement, on the other hand, this Official Rules and Submission Agreement shall govern.

15. SEVERABILITY: If any provision of this Official Rules and Submission Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other term hereof, and this Official Rules and Submission Agreement will be interpreted and construed as if such term, solely to the extent such term will have been held to be invalid or unenforceable, had never been contained herein. In addition, if any provision of this Official Rules and Submission Agreement is for any reason held to be excessively broad as to duration, geographical scope, activity or subject, such provision will be construed by limiting and reducing it so as to be enforceable to the extent compatible with applicable law.

16. ASSIGNMENT: This Official Rules and Submission Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be transferred or assigned by Sponsor without restriction.

– End of Official Rules –

Exhibit A: SUBMISSION AGREEMENT

IMPORTANT: This Submission Agreement (the "Submission Agreement") is made between you ("you") and Sponsor in connection with your submission of Submission Materials (as defined below) through the Website. For purposes of this Submission Agreement, (a) "Submission Materials" means, collectively, any and all material which you post or cause to be posted to, submitted to, or in any way transmitted via, the Website, including without limitation video, audio, music, audiovisual, music, text and drawings and other materials and (b) the "Sponsor Entities" means Sponsor and Sponsor Partner (if any), and their respective affiliates, subsidiaries, licensors, and advertising and promotional agencies.

YOU SHOULD READ AND UNDERSTAND THIS SUBMISSION AGREEMENT BEFORE PROVIDING ANY SUBMISSION MATERIALS TO SPONSOR. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS SUBMISSION AGREEMENT, PLEASE DO NOT PROVIDE ANY SUBMISSION MATERIALS TO SPONSOR.

- 1. General; License to Submission Materials.** Following your submission of Submission Materials through the Website, Sponsor, in its discretion, may potentially include the Submission Materials, in whole or in part, in the Website or elsewhere. For clarity, you will retain ownership of your Submission Materials, unless you later agree in writing to assign such ownership. By submitting your Submission Materials, you grant to Sponsor Entities a world-wide, royalty free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sub-licensable (through multiple tiers) license, without additional consideration to you or any third party, to: (a) reproduce, distribute, transmit, perform and display (publicly or otherwise), make available to the public, adapt, modify, edit, translate, make, sell, offer to sell, import and otherwise use and exploit (and have others exercise such rights on behalf of Sponsor Entities, through multiple tiers) your Submission Materials, any ideas accompanying, related to, or embodied in your Submission Materials, and any materials embodying, incorporating, or derived from your Submission Materials, in any format or media now known or hereafter developed (including without limitation Internet, cable, satellite, and wireless media); (b) create derivative works from and incorporate your Submission Materials into other works or into Sponsor Entities or their respective designees' products or services; (c) rate, review, evaluate, and judge your Submission Materials; (d) exercise all copyright, trademark, publicity and other proprietary rights with regard to your Submission Materials; (e) use your name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising or promotional purposes, whether or not in connection with your Submission Materials; and (f) use your Submission Materials for the purpose of promoting any Sponsor Entity and for any other advertising or promotional purposes. The foregoing license shall survive any termination or expiration of this Submission Agreement for any reason.

All Submission Materials will be deemed to be non-confidential and may be used on a non-restricted basis. IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS SECTION, PLEASE DO NOT PROVIDE ANY SUBMISSION MATERIALS TO SPONSOR.

- 2. Waiver.** To the maximum extent permitted by law, you agree to forever release, discharge, and waive all claims against each of the Sponsor Entities from, and covenant not to initiate, file, maintain, or proceed upon any suit, claim, demand, or cause of action against any Sponsor Entity with respect to, any and all claims, demands, actions, losses, costs, damages, liabilities, judgments, settlements and expenses (including without limitation reasonable attorneys' fees) (the foregoing, collectively, "Losses") that relate in any way to this Submission Agreement or the Submission Materials, including without limitation any claim for idea misappropriation. Additionally, you hereby waive any and all rights that you may have under laws or statutes worldwide that concern "moral rights" or "*droit moral*," in connection with your Submission Materials.
- 3. Ownership of Champions Materials.** Sponsor may make available to you certain content through the Website, which may include film clips, still images, graphics, sound and music recordings, and other content from or based on the *Champions* franchise (the "*Champions Supplied Materials*") for use by you solely for the purpose of creating Submission Materials and submitting them on this Website only in accordance with this agreement. You may not use the *Champions Supplied Materials*, in any other manner or for any other purpose. Without in any way limiting the foregoing, you acknowledge and agree the *Champions Supplied Materials* are owned exclusively by the Sponsor and are provided to you solely for the purpose of inclusion in your submitted Submission Materials. You shall acquire no copyright or other ownership of

these materials as the result of the incorporation of these materials into the Submission Materials. You are not granted any rights in any of the *Champions* Supplied Materials or any of the *Champions* movies or television series. Your violation of any of these provisions or your unauthorized or improper use of any of the *Champions* Supplied Materials shall entitle Sponsor to pursue all legal and equitable rights and remedies, including, without limitation, its right to injunctive relief.

- 4. Consideration.** You acknowledge and that you have received good and valuable consideration in exchange for the rights granted by you hereunder in and to the Submission Materials, including without limitation the possibility that publicity or favorable exposure may arise from any Sponsor Entity's use of the Submission Materials incorporating or embodying the Submission Materials. You acknowledge and agree that you are not entitled to any further compensation for any use or other exploitation by Sponsor or any other party (including without limitation any Sponsor Entity) of the Submission Materials.

5. Representations and Warranties.

- a. You represent and warrant that: (i) all information that you provide through the Website in connection with your submission of Submission Materials, including without limitation any registration information, is and will remain true, accurate, and complete; (ii) you have the legal right and authority to enter into this Submission Agreement with Sponsor; (iii) you have not submitted and shall not submit your Submission Materials to any other video site, service, contest, festival, or promotion, whether online or otherwise; (iv) the Submission Materials are all your original, sole work; (v) you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under the Submission Materials and to grant Sponsor the rights and licenses set forth herein, and with respect to any third party materials that appear in or are otherwise incorporated or embodied in the Submission Materials, you have obtained express, written clearances from all owners of and rights holders in such third party materials as necessary to grant Sponsor the rights and licenses set forth herein; (vi) you have obtained the written consent, release, and/or permission of every identifiable individual who appears in the Submission Materials, to use such individual's name and likeness for purposes of using and otherwise exploiting the Submission Materials in the manner contemplated by this Submission Agreement, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's parent or guardian; (vii) the Submission Materials, and the use thereof by the Sponsor Entities and their respective designees, do not and shall not infringe upon or violate any patent, copyright, trademark, trade secret, or other intellectual property rights or other rights of any third party; (viii) the Submission Materials are not confidential and do not contain any confidential information; and (ix) in creating the Submission Materials, preparing them for submission, and submitting your Submission Materials, you (A) have complied and will comply in all respects with all applicable laws, rules, and regulations and (B) have not violated and will not violate any understanding by which you are explicitly or implicitly bound (including without limitation any agreement with any third party).
- b. You represent and warrant that your Submission Materials do not and shall not contain any material that: (i) impersonates any person or entity, or falsely states or otherwise misrepresents

your affiliation with a person or entity, without such person or entity's prior written consent; (ii) constitutes personally identifying information or other personal or identifying information about you or any individual; (iii) is false, deceptive, misleading, scandalous, indecent, obscene, pornographic, unlawful, defamatory, libelous, fraudulent, tortious, threatening, harassing, hateful, degrading, intimidating, or racially or ethnically offensive, or contains nudity, pornographic images, explicit sexual themes, or graphic violence; (iv) encourages conduct that could be considered a criminal offense, could give rise to criminal civil liability, or could violate any law, or that could otherwise be considered inappropriate; (v) constitutes a virus, worm, Trojan Horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, the Website or any hardware, software, or equipment; (vi) constitutes any advertising, promotional material, or other form of solicitation; or (vii) constitutes any material, non-public information about a company.

- c. Sponsor reserves the right (but not the obligation), in its sole discretion, to verify, whether prior to processing the Submission Materials or at any other time, that all necessary rights, clearances, consents, releases, and/or permissions in or relating to the Submission Materials have been obtained. Sponsor reserves the right to refuse or reject your Submission Materials and/or File(s) for inclusion in the Website, if Sponsor determines at any time, in its sole discretion, that all necessary rights, clearances, consents, releases, and/or permissions have not been obtained by you. You agree to cooperate with Sponsor in any verification or inquiries related to the foregoing.
 - d. This Section shall survive any termination or expiration of this Submission Agreement for any reason.
6. **Indemnity.** You agree to indemnify and hold harmless the Sponsor Entities and their respective employees, officers, directors, shareholders, agents and representatives from and against any and all Losses of any kind arising, in whole or in part, directly or indirectly, out of or in connection with (a) any use or other exploitation, or failure or omission to use or otherwise exploit, your Submission Materials; (b) your use of or access to the Website; (c) any breach by you of any covenant, representation, or warranty set forth in this Submission Agreement; or (d) any claim that your Submission Materials or any use or exploitation thereof caused damage to or infringed upon or violated the rights of a third party, including without limitation past, present or future infringement, misappropriation, libel, defamation, invasion of privacy or right of publicity or violation of rights related to the foregoing.
7. **Disclaimer and Limitation of Liability.** The Sponsor Entities are not responsible for any incorrect or inaccurate information or materials made available through the Website, whether caused or created by Website users, by tampering or "hacking," or by any of the equipment, software, or programming related to the Website, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the Website, any Submission Materials. In no event will the Sponsor Entities be responsible or liable for injury or damage to your or any other person's computer, other equipment, or person in connection with downloading materials from or using the Website. **IN NO EVENT WILL THE SPONSOR ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR**

LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE, THE STREAMING OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEBSITE, SPONSOR'S REMOVAL FROM THE WEBSITE OF OR DISCONTINUATION OF ACCESS TO ANY FILES OR OTHER MATERIALS, OR ANY HARM RESULTING THEREFROM. WITHOUT LIMITING THE FOREGOING, ALL MATERIALS PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT SHALL SPONSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS SUBMISSION AGREEMENT (REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED FIFTY DOLLARS (\$50.00).

8. **Arbitration.** In the event of any dispute arising out of or in connection with this Submission Agreement, regardless of the number or identity of defendant(s) or plaintiff(s), such dispute shall be submitted to arbitration in the County of Santa Clara, State of California, U.S.A. in accordance with the rules and regulations of the American Arbitration Association then in effect (as amended herein), provided that said arbitration shall be heard before a single arbitrator, selected pursuant to such rules and regulations, and shall be conducted on an expedited basis and in confidence. The arbitrator shall have at least ten (10) years of related intellectual property experience, shall be well acquainted with the entertainment, new media, and Internet industries, and shall not have the power to impose punitive damages. Each party hereby waives any and all rights and benefits which it might otherwise have or be entitled to under federal law or the laws of California or any other state to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions of this Submission Agreement, all such disputes. The arbitrator's decision shall be controlled by the terms and conditions of this Submission Agreement, shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys' fees. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY. Judgment upon the award of the arbitrator may be entered or enforced in any court of competent jurisdiction. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, the arbitrator is hereby empowered to proceed *ex parte*. In the event of any dispute concerning this Submission Agreement, your sole and exclusive remedy shall be to seek damages pursuant to an arbitration authorized by this Section. IF YOU DO NOT AGREE TO THESE REQUIREMENTS (OR ANY OTHER PROVISION OF THIS SUBMISSION AGREEMENT), DO NOT PROVIDE ANY SUBMISSION MATERIALS TO SPONSOR.

9. **Governing Law.** This Submission Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regards to its principles of conflicts of law. For any dispute not subject to arbitration according to Section 'Arbitration' above, you irrevocably agree to personal jurisdiction by the federal and state courts located in the County of Santa Clara in the State of California, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby irrevocably waive all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses, and you further irrevocably waive all rights to have damages multiplied or increased. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR

RELATED TO YOUR SUBMISSION MATERIALS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

10. **Severability.** If any provision of this Submission Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other term hereof, and this Submission Agreement will be interpreted and construed as if such term, to the extent such term will have been held to be invalid or unenforceable, had never been contained herein. In addition, if any provision of this Submission Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

11. **Assignment.** This Submission Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be transferred or assigned by Sponsor without restriction.

12. **Headings.** Headings and captions are used in this Submission Agreement solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of this Submission Agreement or any provision hereof.

13. **Printed Copy.** At any time upon Sponsor's request, you agree to execute a non-electronic hard copy of this Submission Agreement.

14. **Survival.** The licenses and rights granted and assigned by you in and to the Submission Materials, and your waiver of claims with respect thereto, shall survive any termination of this Submission Agreement for any reason.

– End of Submission Agreement –