Title: Create visual artwork for BØRNS

Work: Submit artwork (animated GIF, illustration, painting, graphic design, Vine)

Sponsor: Interscope Records
Promoter: Talenthouse Inc.

The Career Opportunity and Incentives for the Selected Artists:

One Selected Artist, as chosen by the judges, will receive:

- Exposure for their work across BØRNS' social media channels
- \$1,000

One Highly Commended Artist, as chosen by the judges, will receive:

\$500

Key Dates:

Submit By: November 17, 2015 at 10:00 AM

Selection Period Starts: November 17, 2015 at 10:00 AM

Artists Selected: December 1, 2015

All times are in Pacific Standard Time.

Notice:

Whenever your work is published by Talenthouse, or any entity sponsoring a Creative Invite, such parties shall make all commercially reasonable efforts to credit you. Failure to provide accurate credit by any sponsor or promoter shall be considered an error or oversight and shall not constitute a breach of these rules or an infringement of your copyright in any manner.

In addition, by participating in this Creative Invite you grant Talenthouse a limited license to use any work you submit for display on Talenthouse's and Sponsor's media channels, in connection with this Creative Invite, including but not limited to all promotional purposes

related to this Creative Invite.

SEE SPECIFIC CREATIVE INVITE SITE FOR ADDITIONAL INFORMATION.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR BE SELECTED. A purchase or payment will not improve your chances of being chosen as a Selected Artist. The submission period for the Creative Invite described on each Creative Invite site (the "Creative Invite Site") shall begin and end on the dates and times set forth above and/or on each Creative Invite Site (the "Submission Period"). The Creative Invite is governed by these Official Rules and is subject to all applicable U.S. federal, state and local laws. Void where prohibited.

- 1. Eligibility. The Creative Invite is open only to those who are at least 18 years of age at the time of submission. Void where prohibited by law. Proof of residency and age may be required. Employees of the Promoter and/or Sponsor, its subsidiaries, divisions, affiliates, clients, and advertising or promotional agencies or partners, and the immediate family and household members of such individuals, are not eligible to enter or being chosen as Selected Artist. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to participate in the Creative Invite artist must fully comply with the Official Rules, the Terms and Conditions and Privacy Policy and, by entering the Creative Invite, artist represents and warrants that artist agrees to be bound by these Official Rules, the Terms and Conditions and Privacy Policy, and the decisions of the Sponsor-designated judges, whose decisions shall be binding and final in all respects relating to this Creative invite. If there is any conflict between these Official Rules and the Terms and Conditions and Privacy Policy, these Official Rules shall control.
- 2. How to submit your work. To submit your work for the Creative Invite, during the Submission Period, visit the Creative Invite Site and follow the instructions, which will require, among other things, that artist create and submit via electronic transmission an original work of authorship (the "Work") as specifically described above and/or at the Creative Invite Site. By participating and submitting a Work, artist agrees that artist has read and consents to be bound by these Official Rules, the <u>Terms and Conditions</u> and <u>Privacy</u> Policy. Promoter or its designated representatives reserve the right to disqualify and remove

any Work that does not conform to these Official Rules, the <u>Terms and Conditions</u> or <u>Privacy Policy</u> as determined by Promoter in its sole discretion. Promoter will not notify an artist whether a Work has been disqualified and removed. Each Work must also comply with the following requirements:

- (a) The Work must be artist's own original work, created solely by artist; must not have been previously published, released or distributed in any form; must not have won any award; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
- (b) Except as set forth on the Creative Invite Site, the Work must not contain or reference any names, products or services of any company or entity or any third party trademarks, logos, trade dress or promotion of any brand, product or service.
- (c) If any persons appear or are referred to in the Work, artist is solely responsible for obtaining, prior to submitting artist's Work, any and all releases and consents necessary to permit the exhibition and use of the Work by Sponsor and Promoter. Any person appearing in any Work has to be above the age of majority in their jurisdiction of residence.
- (d) Any Work that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or any Work that otherwise contains inappropriate content or objectionable material in Promoter or Sponsor's sole discretions may not be submitted and may be removed at any time in Promoter's sole and unfettered discretion.
- (e) The Work must not contain any personally identifiable information of any person other than artist.
- (f) Artist may not be (nor may artist work with parties in conjunction with the Work who are): 1) represented under contract (e.g., by a talent agent or manager) that would limit or impair the Promoter and or Sponsor's ability to display artist's Work in any media form; 2) subject to an acting or modeling contract that would make artist's/their appearance in the Work a violation of any third-party rights; or 3) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent the Promoter and/or Sponsor from being able to use the Work as contemplated by this Creative

Invite. Promoter and Sponsor reserve the right in its sole and unfettered discretion to disqualify any Work that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules, the Terms and Conditions or Privacy Policy. The decisions of Promoter and/or Sponsor on this and all matters pertaining to the Creative Invite shall be final and binding.

ALL SUBMISSIONS MUST BE RECEIVED BY 09:59 AM PST ON THE LAST DAY OF THE SUBMISSION PERIOD. Limit one (1) submission per person throughout the Submission Period. Submissions by the same person in excess of the limits stated herein will be disqualified. Submissions will be deemed to have been submitted by the authorized account holder of the email address submitted used in connection with the submission. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Submissions received will not be acknowledged or returned.

- 3. Career Opportunity and Incentives. The Career Opportunities and Incentives for the Selected Artist(s) are described above and/or on the Creative Invite Site. No transfer, refund, cash redemption, substitution, cash equivalent or replacement of any incentive by any Selected Artist is permitted, except that the Promoter and/or Sponsor reserves the right, in its sole discretion, to substitute an incentive of equal or greater value (or cash equivalent). In the event the approximate retail value ("ARV") of an incentive is different from the actual retail value of that incentive, the difference will not be awarded in cash. Applicable federal, state and local taxes are the sole responsibility of Selected Artist(s). Any portion of the incentive not accepted or unclaimed and/or unused by any Selected Artist will be forfeited and will not be substituted. In no event will more than the stated number of incentives be awarded.
- 4. Selection of Artists. "Selected Artist(s)." On or about the "Selection Date" set forth above and/or on the Creative Invite Site, the Selected Artist(s), if any, will be selected by the Sponsor-designated judges from among all eligible submissions received on the basis of: (i) substance; (ii) creativity; and (iii) originality. Based on the above criteria, each of which will be given equal weight, the eligible artist with the highest cumulative score will be selected

as the Selected Artist(s). Odds of being selected depend on the nature, quality and number of eligible submissions received. Decisions of judges are final and cannot be appealed. In the event of a tie, the artist involved in the tie with the highest combined creativity/originality score will be selected.

5. Notification. On or about the "Notification Date" set forth above and/or on the Creative Invite Site, the selected potential Selected Artist(s) will be notified by mail, phone and/or email, at Promoter's discretion, using the information provided by each potential Selected Artist(s). The Promoter and Sponsor shall have no liability for any notification that is lost, intercepted or not received by potential Selected Artist(s) for any reason. In Promoter's sole discretion, selected potential Selected Artist(s) may be disqualified and required to forfeit the incentive, and alternate potential Selected Artist(s) may be selected in accordance with these Official Rules from among the remaining eligible submissions if the selected potential Selected Artist(s): (i) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the potential Selected Artist(s) or notification is returned as undeliverable; (ii) declines or cannot accept, receive or use the incentive for any reason; (iii) is found to be ineligible to enter the Creative Invite or receive the incentive; or (iv) cannot or does not comply with these Official Rules, the Terms and Conditions or Privacy Policy. Promoter is not obligated to leave voice mail, answering machine, or other message. Selected potential Selected Artist(s) may be required to complete and return (as directed by Promoter) a Declaration of Eligibility, Release of Liability, Publicity Release, and/or Copyright License or Transfer (where permitted by law)(collectively, the "Declaration") by the date specified in the notification or, in Promoter's sole discretion, incentive may be forfeited and an alternate Selected Artist(s) may be selected in accordance with these Official Rules from among the remaining eligible submissions. Promoter reserves the right to modify the notification and Declaration procedures in connection with the selection of Selected Artists.

6. Publicity Release; Use of Personal Information. By accepting an incentive, all Selected Artists agree and acknowledge that Promoter and/or Sponsor and any of its designees, clients, sponsors, or licensees may, without any limitation or further compensation, use his/her name, voice, biographical data, likeness, picture, entry materials, photograph, Work (in whole or in part), city name and audio and/or video recording of him/her in any and all media now known or hereinafter devised, throughout the universe and in perpetuity, for the

purpose of advertising and promoting the Creative Invite or for any other promotional purpose, except where prohibited by law. By participating in the Creative Invite, artists will be sharing their personal information with Promoter. Personal information collected by Promoter will be used for administration of the Creative Invite and awarding the incentive and as set forth in the Privacy Policy.

- 7. Grant of Rights. By participating in the Creative Invite, all Selected Artists hereby grant the Promoter and Sponsor, a worldwide, perpetual, non-exclusive, royalty-free, unconditional, irrevocable license and absolute right to post, publish, store, copy, transmit, publicly display, use and exhibit, the Work (in whole or in part) in any and all media and in any and all formats for any and all purposes including but not limited to related promotional purposes. In addition, all entrants and artists, who are not selected, shall grant the Promoter and Sponsor a limited, worldwide, non-exclusive, royalty-free, unconditional, irrevocable license and absolute right to post, publish, store, copy, transmit, publicly display, use and exhibit, the Work (in whole or in part) in any and all digital media and in any and all formats for a period of one (1) year from the date of first publication of the applicable Work. At the Promoter's and/or Sponsor's request, all artists agree to sign any and all legal forms deemed necessary to further effectuate any license of the right, title and interest in and to the Work but solely as described herein.
- 8. Representations and Warranties/Indemnification. By participating in this Creative Invite, artists represent and warrant as follows: (i) the Work is artist's own original work and was created solely by artist for the purpose of participating in the Creative Invite, (ii) the Work, as of the date of submission, is not the subject of any actual or threatened litigation or claim, (iii) the Work has not been previously published, distributed or otherwise exploited, (iv) the Work does not and will not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity, and (v) the Work does not and will not violate any applicable laws. Each artist hereby agrees to indemnify, defend, and hold the Promoter and Sponsor and their respective parent companies, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, subsidiaries, designees, clients, sponsors, licensees, assigns, employees, officers and directors harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of artist hereunder.

- 9. No Tampering, Right To Cancel, Modify. The Promoter and Sponsor and their respective subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, designees, clients, sponsors, licensees, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any incentive to artists, with regard to: (a) submissions that contain inaccurate information or do not comply with or violate the Official Rules; (b) submissions, incentive claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) artists who have committed fraud or deception in entering or participating in the Creative Invite or claiming the incentive; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Selected Artist to accept the incentive for any reason; (f) if an incentive cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Promoter's and/or Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any incentive or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any incentive or resulting from participating in the Creative Invite or any promotion or incentive related activities. Promoter reserves the right, in its sole discretion, to disqualify any individual it finds to be: (a) tampering with the submission process or the operation of the Creative Invite, or with any website promoting the Creative Invite; (b) acting in violation of the Official Rules; or (c) submitting or attempting to submit to the Creative Invite multiple times through the use of multiple e-mail addresses or the use of any robotic or automated devices to submit submissions. If Promoter determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Creative Invite, Promoter reserves the right to void the submissions at issue, and/or terminate the relevant portion of the Creative Invite promotion, including the entire Creative Invite promotion, and/or modify the Creative Invite and/or award the incentive based upon the criteria set forth in these Official Rules from all eligible submissions received as of the termination date.
- 10. Release of Liability; Disclaimer of Warranty; Forum Selection Clause. By participating in the Creative Invite, artists, Selected Artists agree to release, defend and hold harmless the Promoter and Sponsor and their respective parent companies, subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, designees, clients, sponsors,

licensees, employees, officers and directors (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with preparation for, or participation in, the Creative Invite, or possession, acceptance and/or use or misuse of the incentive or participation in any Creative Invite-related or incentive-related activity and for any claims or causes of action based on publicity rights, copyright, trademark, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to artists or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Creative Invite. Artists, Selected Artists acknowledge that the Promoter and Sponsor have neither made nor are in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any incentive or any component thereof, including, but not limited to, express warranties provided by the supplier of the incentive (or any component thereof) or their affiliates. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of artist or the Promoter or Sponsor in connection with the Creative Invite, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. In addition, any dispute relating to the Creative Invite (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Los Angeles County, State of California. Artists hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.

- 11. Promoter: Talenthouse, Inc., 8810 Melrose Avenue, West Hollywood, California, 90069.
- 12. Sponsor: Interscope Records, a division of UMG Recordings, Inc., 2220 Colorado Avenue, Santa Monica, CA 90404.
- 13. Selected Artist List. To obtain a copy of a Selected Artist list for a specific Creative Invite, available after the Notification Date, send a self-addressed, stamped envelope to Promoter,

with the specific Creative I Date.	nvite Name, to	o Promoter	within thirty	(30) days	after the	Selection