

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR RECEIVE AN AWARD IN THIS CREATIVE INVITE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED. VOID WHERE PROHIBITED BY LAW.**

**INTERNET ACCESS REQUIRED FOR ENTRY.**

**BY PARTICIPATING IN THIS CREATIVE INVITE, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.**

**CREATIVE INVITE TITLE: Design an alternative movie poster for *The Man from U.N.C.L.E.***

**SUBMISSION FORMAT:** Original poster artwork (JPEG or PNG)

### **The Incentives:**

Sponsor and Warner Bros Home Entertainment Inc. (WBHE) invite visual artists from around the world to create alternative artwork for *The Man from U.N.C.L.E.* All submissions must comply with the Submission Requirements set forth in that section below.

Five Selected Artists, subject to verification, as chosen by WBHE will receive \$1,000 and have their artwork featured on *The Man from U.N.C.L.E.*'s official social media channels with full name credit.

**Use:** All artists retain ownership in the original portions of their work that do not contain or are not derivative of WBHE intellectual property provided for this Creative Invite ("WBHE IP"). There is no assignment of any intellectual property rights in your work to WBHE. However, by submitting you hereby grant to WBHE a worldwide, non-exclusive, royalty-free license for three years from the date the work is displayed on Talenthouse's website for the purposes of entering this Creative Invite to use your submitted work across their various marketing platforms in association with the picture *The Man from U.N.C.L.E.* All artists will be credited accordingly.

All artists acknowledge and agree that the WBHE IP and all intellectual property rights embodied therein, and all derivative thereof including the embodiment of that WBHE IP in any way in the submissions is the sole and exclusive property of WBHE and entrants will not obtain any rights or interests of any kind whatsoever in the WBHE IP. Entrants rights to use the WBHE IP is limited to entering this Creative Invite in accordance with these official rules.

Any ownership in the work is subject to and restricted by WBHE's underlying rights in the WBHE IP and entrants may make only personal use (e.g. portfolio purposes) of the submissions without express written consent from WBHE; in no event, may an entrant obtain a fee, royalty, advertising revenue, or any other payment in exchange for the submission.

In exchange for the incentives set forth above, the Selected Artists grant WBHE a worldwide, exclusive, royalty-free, perpetual license from the date the work is displayed on Talenthouse's website for the purposes of entering this Creative Invite to use their submitted work across their various marketing platforms for the promotion of *The Man from U.N.C.L.E.*

## Key Dates

Launch: October 13, 2015 at 10:00 AM

Selection Period Starts: November 3, 2015 at 10:00 AM

Artists Selected: November 17, 2015

*All times are in U.S. Pacific Standard Time.*

## Notice:

Talenthouse respects your rights and does not claim copyright related to works you submit. You retain full copyright in your submissions. In addition, your moral rights are respected. Whenever your work is published by Talenthouse, you will be credited. Failure to provide accurate credit by Talenthouse shall be considered an error or oversight and shall not constitute a breach of these rules or an infringement of your copyright.

By participating in this Creative Invite you also grant Talenthouse a limited license to use any work you submit for display on Talenthouse'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

The submission period for the Creative Invite is described on the Creative Invite site (the "Creative Invite Site") and 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. Void where prohibited by law.

1. Eligibility. The Creative Invite is open only to those who are at least 18 years of age and the age of majority in their jurisdiction of primary residence at the time of submission. You are not eligible to participate in this Creative Invite if you are a national or legal resident of those countries in which the United States has embargoed goods (including, without limitation, Cuba, North Korea, Iran, and Syria). **It is the obligation of all artists to ensure that participating in this Creative Invite and, as applicable, receipt of any incentive, complies with all laws, rules and regulations of the jurisdiction of which such artist is a legal resident/national.** Proof of residency and age may be required. Employees, officers, members, directors, officers, managers, agents, and representatives of the WBHE, Sponsor, and each of their respective corporate partners, parent companies, subsidiaries, divisions, affiliates, assigns, successors in interest, advertising or promotional agencies or partners, and any other party participating in the development, design, administration, or fulfillment of this Creative Invite (collectively, the "Creative Invite Entities") and the immediate family and household members of such individuals, are not eligible to enter or be chosen as a Selected Artist. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, legal guardian, legal ward, spouses or domestic partners, 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 these 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 Sponsor and the WBHE -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 [Terms and Conditions](#) and [Privacy Policy](#). Sponsor or its designated representatives reserve the right to disqualify from the Creative Invite and remove any Work that does not conform to these Official Rules, including, without limitation, the Submission Requirements set forth in that section below, the [Terms and Conditions](#) or [Privacy Policy](#) as determined by Sponsor in its sole discretion. Sponsor will not notify an artist whether a Work has been disqualified and removed. Each Work must also comply with the following “Submission Requirements”:

The Work must be artist’s own original work, created solely by artist or content provided by WBHE or content that incorporates materials from the public domain; 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. All third party content and content unoriginal to you (except for the WBHE Content and content that incorporates materials from the public domain) is prohibited.

(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 (with the exception of content provided by WBHE), 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 WBHE. If any person appearing in any Work is under the age of majority in their jurisdiction of residence, the signature of a parent or legal guardian is required on each release. Artist agrees to provide Sponsor with written confirmation of those permissions and rights upon request.

(d) Any Work that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, unlawfully harassing, profane, hateful, indecent, or injurious or any Work that otherwise contains inappropriate content or objectionable material may not be submitted and may be removed at any time in Sponsor’s sole and unfettered discretion.

(e) The Work must not contain any personally identifiable information of any person other than artist. Should artist include personally identifiable information about artist in the Work, artist acknowledges and agrees that such information will be disclosed publicly and artist is solely responsible for any consequences thereof.

(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 WBHE 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 WBHE and/or Sponsor from being able to use the Work as contemplated by this Creative Invite. Further, each artist agrees **that his/her participation in this Creative Invite and agreement to these Official Rules and any Creative**

**Invite Entity's display and use of the Work will not violate any agreement to which artist or artist's employer is a signatory or party.**

(g) The Work must: (i) not contain or describe any harmful or illegal activity or content or in any way violate any federal/national, state, provincial, territorial or local laws, rules or regulations; (ii) be suitable for presentation in a public forum; and (iii) not suggest, depict, or describe any inappropriate, unlawful, or dangerous behavior or use of Sponsor's, WBHE's or any other products or services.

Sponsor reserves 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 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 US 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 provided that person meets the eligibility requirements in these Official Rules. "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. KEEP A COPY OR THE ORIGINAL OF EACH ELEMENT OF YOUR WORK. ANY ENTRY OR WORK THAT DOES NOT CONFORM TO THE REQUIREMENTS IN THESE OFFICIAL RULES WILL BE DEEMED INELIGIBLE IN SPONSOR'S SOLE DISCRETION. Only submissions that are posted, identified and recorded on the Creative Invite Site's servers during the Submission Period will be considered. Other proof of submitting an entry (such as a printed or copied screen stating "Thanks for Entering" or similar) does not constitute actual receipt of the entry for purposes of this Creative Invite. The Creative Invite Site's database clock will be the official timekeeper for this Creative Invite. Each artist should review all personal information entered for accuracy purposes and make all corrections necessary to inaccurate data before submitting his/her entry. Entries or participation that is forged, altered, incomplete, lost, late, misdirected, mutilated, illegitimate, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries or participation made by any other individual or any entity or group, or originating at any web site other than as set forth specifically above, including, without limitation, through commercial promotion subscription notification or entering services, will be declared invalid and disqualified for this Creative Invite. As a condition of entering this Creative Invite, without limiting any other provision in these Official Rules, each artist gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of complying with applicable laws, regulations, and rules. Sponsor may keep all artist information for up to five (5) years after completion of this Creative Invite for business management and record keeping purposes.

### 3. Incentives.

Incentives for the Selected Artists 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 Sponsor reserves the right, in its sole discretion, to substitute an incentive of equal or greater value (or cash equivalent) for any reason. 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, national, state, territorial, and local taxes, as well as any other expenses not specified in these Official Rules as being awarded as part of the incentive, are the sole responsibility of the Selected Artists, as applicable. 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. Incentives, if legitimately claimed, will be awarded. Incentive details not specifically stated in these Official Rules will be determined in Sponsor's sole discretion. Sponsor is not responsible for and will not replace any lost, mutilated or stolen incentive or any incentive that is undeliverable or does not reach a Selected Artist because of incorrect or changed contact information.

#### 4. Selection of Artists.

On or about the "Selection Date" set forth above and/or on the Creative Invite Site, the Selected Artists will be selected by WBHE 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 five (5) eligible artist with the highest cumulative scores will be chosen as the 'Selected Artists' to receive the incentive as further described above. 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. During the Selection Period set forth above and/or on the Creative Invite Site, the selected potential Selected Artists will be notified by mail, phone and/or e-mail, at Sponsor's discretion, using the information provided by each potential Selected Artist(s). The Sponsor shall have no liability for any notification that is lost, intercepted or not received by potential Selected Artists for any reason. In Sponsor's sole discretion, selected potential Selected Artists may be disqualified and required to forfeit the incentive, and alternate potential Selected Artists may be selected in accordance with these Official Rules from among the remaining eligible submissions if the selected potential Selected Artist: (i) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the potential Selected Artists 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. Sponsor is not obligated to leave voice mail, answering machine, or other message. As a condition of entering this Creative Invite, each potential Selected Artist agrees to complete, sign, have notarized (where applicable), and return (as directed by WBHE an Affidavit/Declaration of Eligibility, Release of Liability, Publicity Release, and/or Copyright License or Transfer (where permitted by law)(collectively, the "Declaration") and tax forms by the date specified in the notification or, in Sponsor's sole discretion, incentive may be forfeited and an alternate Selected Artist may be selected in accordance with these Official Rules from among the remaining eligible submissions. The Declaration is subject to verification by Sponsor. Sponsor reserves the right to modify the notification and Declaration procedures in connection with the selection of Selected Artists. Upon incentive forfeiture, no compensation will be given and Sponsor will have no responsibility or liability to that artist. To claim an incentive, each Selected Artist must follow the directions in his or her notification.

6. Publicity Release; Use of Personal Information. By participating in this Creative Invite, each artist grants the Creative Invite Entities the irrevocable, sublicensable, absolute right and permission to use, publish, post or display his or her name, photograph, likeness, voice, incentive information,

biographical information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Creative Invite Entities' sole discretion) for advertising, trade, promotional and publicity purposes without further obligation or compensation of any kind to him or her, anywhere, in any medium now known or hereafter discovered or devised (including, without limitation, on the Internet), world-wide, without any limitation of time and without notice, review or approval and each artist releases all Released Parties from any and all liability related thereto. Nothing contained in these Official Rules obligates any Creative Invite Entity to make use of any of the rights granted herein and each artist waives any right to inspect or approve any such use.

By participating in the Creative Invite, artists will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Creative Invite and awarding the incentive and as set forth in the [Privacy Policy](#).

7. License/Grant of Rights. By participating in the Creative Invite, artists grant the Sponsor a limited, worldwide, perpetual, non-exclusive, royalty-free, unconditional license and absolute right to post, publish, store, copy, transmit, publicly display, and exhibit, the Work (in whole or in part) on Talenthouse media channels in connection with the Creative Invite.

8. Representations and Warranties/Indemnification. By participating in this Creative Invite, artists represent and warrant as follows: (i) the Work complies with each of the Submission Requirements set forth above, (ii) the Work, as of the date of submission, is not the subject of any actual or threatened litigation or claim, and (iii) Artist has all necessary rights and permissions to submit his/her Work in this Creative Invite. Each artist hereby agrees to indemnify and hold the Creative Invite Entities 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. Disclaimers; No Tampering; Right To Cancel, Modify; General Rules. The Creative Invite Entities and their respective employees, officers, members, representatives, agents, and directors (the "Released Parties") shall not have any obligation, liability, or responsibility, including any responsibility to award any incentive to artists, whether caused by a Released Party, the artist, or by human error, 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 Artists 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 WBHE and/or Sponsor's reasonable control; (g) any error, omission, interruption, defect, or delay in transmission or communication; (h) viruses or technical or mechanical malfunctions; (i) interrupted or unavailable cable or satellite systems; or (j) errors, typos or misprints in these Official Rules, in any Creative Invite-related advertisements or other materials. Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in artist's e-mail account to receive e-mail messages. Released Parties are not responsible for any changes or unavailability of the Creative Invite Site that may interfere with the Creative Invite or ability of artist to timely enter, receive notices or

communicate with Sponsor, in which case Sponsor, in its sole discretion, may terminate or modify the Creative Invite. Released Parties are not responsible, and may disqualify an artist, if his or her e-mail address or other contact information does not work or is changed without artist giving prior written notice to Sponsor. Sponsor 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 Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Creative Invite, Sponsor reserves the right to void the submissions at issue, 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 agree to release and hold harmless 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 WBHE 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 by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of artist or the Released Parties, 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. BY PARTICIPATING IN THE CREATIVE INVITE, ARTIST AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CREATIVE INVITE, OR ANY INCENTIVES AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-

POCKET EXPENSES NOT TO EXCEED TEN DOLLARS USD (\$10.00 USD), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ARTIST IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

12. Sponsor: Talenthouse, Inc., 8810 Melrose Avenue, West Hollywood, California, 90069.

13. Selected Artist List. To obtain a copy of a Selected Artist list for this Creative Invite, available after the Announcement date, send a self-addressed, stamped envelope to Sponsor, with the specific Creative Invite Name, to Sponsor within three (3) months of the Selection Date.

14. Official Rules: To obtain a copy of the official rules, visit <https://www.talenthouse.com/i/design-an-alternative-poster-for-the-man-from-uncle> during the Submission Period.