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## AIA FILM CHALLENGE 2020 RELEASE FORMS

### EXHIBIT A

I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THIS OFFICIAL RULES AND THAT I KNOWINGLY ACCEPT ALL OF THE TERMS OF THIS OFFICIAL RULES DOCUMENT IN THEIR ENTIRETY AND WITHOUT RESERVATION. By signing below, I confirm that I have read, accepted and executed this Submission Agreement including all of its accompanying Exhibits, as well as the Official Rules, and that I have all the necessary rights to so agree and submit the Submission.

Participant Name(s): \_\_\_\_\_

Participant Signature(s): \_\_\_\_\_

Date Signed: \_\_\_\_\_

Participant Address(es): \_\_\_\_\_

Participant Phone Number(s):  
\_\_\_\_\_

Participant E-Mail(s): \_\_\_\_\_

Participant Date of Birth: \_\_\_\_\_



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EXHIBIT B

Talent Release

(This Talent Release must be signed by everyone who appears in the Videos)

Title of Production: \_\_\_\_\_

Description of Talent's Role/Appearance in the Production:

\_\_\_\_\_

[INSERT DETAILED DESCRIPTION OF THE NATURE AND PURPOSE OF TALENT'S APPEARANCE IN THE VIDEOS]

I, \_\_\_\_\_ [Insert Name of Individual Appearing in the Videos], for good and valuable consideration, including the possibility of publicity, the receipt and sufficiency of which I acknowledge, hereby irrevocably grant to CSpence Group, LLC ("CSG") and its assigns and licensees (collectively, "**Company**"), the perpetual, worldwide, fully-paid, royalty-free, right to photograph, film, videotape or otherwise record, reproduce, depict or capture my performance, physical likeness, appearance, movements, image, name (or a fictitious name), biographical data and/or to record my voice (in any language) and other sound effects made by me in any manner they desire and the results and proceeds thereof (the "Performance") in any medium or format now known or hereafter devised (including, without limitation, audio streaming, digital and/or terrestrial radio, publishing, animation, artwork, caricatures, film, television, videocassettes, interactive devices, and Internet and on-line systems), in perpetuity, throughout the universe, in any and all languages, related to the development, production, publication, distribution and/or exploitation of that certain creative audio-visual production (the "Production") to be produced by Company. The rights granted by me hereunder include the right of Company to create derivative works of the Production, and use the Production, and any derivative works thereof, in connection with related merchandising, advertising, promotion and/or any other lawful commercial and/or non-commercial purpose whatsoever. I hereby irrevocably assign to Company all rights now as hereafter recognized to the results and proceeds of my services and irrevocably waive all my so-called moral rights ("droit moral"). I acknowledge that Company shall have the right to edit and combine with other material or manipulate my performance, name, likeness, movements, voice and sound effects in connection with their exercise of said rights. I agree that Company shall have sole discretion in determining the extent and manner of use of my performance, voice, music, sound effects, name or likeness or anything else granted herein and are not obligated in any way to use my performance, voice, music,



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sound effects, name, likeness or anything else granted herein or any portion thereof in any medium.

I represent and warrant that I have all right and authority to grant Company all the granted rights above with respect to my Performance or other services and that Company may exercise such rights without liability or obligation to third parties. To the extent permissible under the applicable law, I further agree that if by reason of the exercise of the rights herein granted, there is any claim or litigation involving any charge by third persons for violation or infringement of their rights, I will hold Company its subsidiaries, affiliates, assigns, successors and licensees, as well as their respective parents, principals, employees, contractors managers, directors, officers, agents and representatives (collectively, the "Indemnified Parties"), harmless from liability and will indemnify and defend them against any and all losses or expenses (including reasonable attorneys' fees and costs) arising from the defense of such claims or litigation. I hereby agree that I will not assert or maintain against the Indemnified Parties any claim, action, suit or demand of any kind or nature whatsoever, including, but not limited to, those grounded upon invasion of the right of privacy or of publicity or any other civil rights, defamation, libel or slander for any other reason in connection with the exercise of the consent of rights herein granted to Company or otherwise in connection with the Production and I hereby irrevocably waive any and all rights to seek or obtain any injunctive or other equitable relief. I further acknowledge and agree that any breach by me of this release will cause irreparable harm, and therefore, that the Indemnified Parties shall be entitled to injunctive or equitable relief in addition to all other remedies available at law or in equity, in any court of competent jurisdiction (without obligation to post any bond or surety or show harm). The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent that I am knowingly and voluntarily waiving the effect of any laws requiring the intent to release future unknown claims. This release and the rights granted hereby may be freely sublicensed and/or assigned (in full or in part) by Company.

I agree and acknowledge that the services I am rendering or have rendered are and shall not be governed by the terms of any union or guild collective bargaining agreement, and I understand and agree that the Production is a non-guild production and there will be no residual or any other type of payment due in connection with my Performance. In addition, I hereby affirm that neither I, nor anyone acting for me, gave or agreed to give anything of value to Company, or any representative of any television network, motion picture studio or production entity, for arranging my appearance in the Production.

This talent release shall be binding upon, and shall insure to the benefit of, my heirs, executors, administrators, successors and assigns. I hereby certify and represent that I have read the foregoing, fully understand the meaning and effect thereof and am signing this voluntarily. This release shall be governed by the laws of the State of California applicable to agreements executed and to be fully



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performed therein (without regard to the conflict of laws provisions thereof) and I irrevocably consent to the exclusive jurisdiction and venue of the courts located in San Francisco, California. I acknowledge that this release constitutes the entire understanding of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings of the parties and that any modifications or amendments hereto must be in writing signed by the parties. A fax or photocopy of this document shall be deemed an original for all purposes.

No compensation will be paid hereunder.

ACCEPTED AND AGREED TO:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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IF I AM UNDER EIGHTEEN (18) YEARS OF AGE (OR UNDER NINETEEN (19) YEARS OF AGE IN ALABAMA OR NEBRASKA OR UNDER TWENTY-ONE (21) YEARS OF AGE IN MISSISSIPPI), THE FOLLOWING MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN:

I am the (father) (mother) (duly appointed guardian) of the above person, and I hereby consent to, join in and approve the foregoing authorization, will ensure that my minor child honors his/her obligations and will indemnify and hold Company, its assigns and licensees, and each of their officers, directors, employees and contractors, harmless against any claims or damages related in any way to the rights granted above, my child's performance or obligations hereof, any breach of the above representations, warranties and agreements or any attempt to disaffirm the foregoing.

\_\_\_\_\_

Signature

Print name: _____	Phone: _____
Address: _____ _____	



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## EXHIBIT C

### Content License/Release

(This Content License and Release must be signed by everyone who contributes original content for use in the Videos)

Content Description: \_\_\_\_\_

Title of Production: \_\_\_\_\_

The owner (“Licensor”) of the content described above (the “Content”) hereby irrevocably grants to CSpence Group, LLC (“CSG”) and its assignees and licensees (collectively, “Company”), for good and valuable consideration, including the possibility of publicity, receipt of which is hereby acknowledged, a limited-exclusive, royalty-free right, license (i.e., Licensee retains certain limited rights) and privilege, throughout the universe, adapt, modify, incorporate, combine with other material, transform, dub, alter, record, print, display, exhibit, transmit, distribute, use, publicly perform, and reproduce the Content, and derivative works thereof, in perpetuity, from and after the date reflected below, including all rights required by the Official Rules/Submission Agreement for the AIA Film Challenge, in any and all media whether now or hereafter known, for all commercial and non-commercial purposes (including, but not limited to merchandising, advertising and promotion) (collectively, the “Licensed Rights”), on the terms and conditions described herein.

The Licensed Rights shall include the right to display, exhibit, transmit, distribute, use, publicly, and reproduce the Content and any derivative materials connected therewith (including, without limitation, advertising, promotional and marketing materials) in any digital medium or format now known or hereafter devised (including, without limitation, hard media (e.g., DVDs), audio/video streaming, digital downloads, digital and/or terrestrial radio, podcasting, mobile media, telecom, publishing, videocassettes, interactive devices, and Internet and on-line systems) for non-commercial or commercial purposes in connection with the Production. In addition and if applicable for music, the Licensed Rights, shall include a direct license of any and all performance rights, as well as all display, master recording, print, use, reproduction, digitization and synchronization rights for Company to exploit the Content (inclusive of all music therein) as contemplated by this Agreement, without requiring payment of any royalties or any other payments (e.g. mechanical, master use, synchronization, performance or union re-use) to Licensor or any third-parties in connection therewith. To the maximum extent permitted under applicable law, Licensor, on behalf of Licensor and Licensor’s heirs, executors, and successors, hereby forever waives and relinquishes all so-called “moral rights (droit moral)” in or to the Content now or hereafter recognized. Licensor is delivering the Licensed Rights fully cleared, and no third-party consents, permissions, licenses, payments, royalties, liabilities or obligations will be borne by Company, or any of its licensees,



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successors or assigns. Company and its licensees and assigns shall have the perpetual right, but not the obligation, to use and license to others the use of the name, photograph, and biographical data of Licensor and, unless provided to the contrary above, of any others who appear in or contributed to the Content (“Name and Likeness”), whether appearing in the Content or otherwise, for the following: (a) in billing, credits or attributions with respect to any Content (the form, format and placement of which shall be in Company’s sole and absolute discretion); and (b) in publicizing, marketing, advertising and promoting the Production (and any productions or products produced and distributed in connection therewith) in any and all media throughout the world, provided, however, Name and Likeness shall not be used as a direct endorsement of any commercial good, product or service (other than the Production) without Licensor’s prior written consent.

Licensor agrees that Company shall have sole discretion in determining the extent and manner of use of the rights granted herein and are not obligated in any way to actually use the Content in the Production in any medium or format. Licensor hereby affirms that neither Licensor, nor anyone acting for Licensor, gave or agreed to give anything of value to Company, or any representative of any television network, motion picture studio or production entity, for arranging for the use of the Content in the Production.

Licensor represents, warrants and agrees that: (a) Licensor has the unrestricted right and authority to execute and fully perform this content license and release, and the consent or authorization of no third party is required; (b) the Content (including, but not limited to, any musical compositions embodied therein, in whole or in part) and the use thereof as permitted by this content license and release, does not (and will not) violate, misappropriate or infringe any intellectual property right or any other rights of any third party and will result in no third-party obligations, payments or liability; and (c) no adverse claim(s) exist(s) with respect to the Content, and Licensor does not know of any grounds for any such adverse claim(s).

Licensor agrees to indemnify, defend (at the Indemnified Parties’ (defined herein) election) and hold Company and its subsidiaries, affiliates, assigns, successors and licensees, as well as each of their respective parents, principals, employees, managers, contractors, directors, officers, agents and representatives (collectively, the “Indemnified Parties”), harmless from and against any and all loss, damage or expense, including reasonable attorneys’ fees and costs, that the Indemnified Parties may suffer as a result of a breach or alleged breach of the Licensor’s representations, warranties, or licenses herein or as a result of claims or actions of any kind or nature resulting from the use in any manner of the Content.

Licensor agrees that he or she will not assert nor maintain against the Indemnified Parties any claim, action, suit or demand of any kind or nature, whatsoever, including, but not limited to, those grounded upon invasion of privacy or of publicity or any other rights (including, without limitation, intellectual property rights), defamation, libel or slander or for any other reason in connection with the exercise of the rights granted herein or otherwise in connection with the Production. Licensor realizes that the Indemnified Parties are relying upon this release and,



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accordingly, Licensor hereby irrevocably waives any and all rights to seek or obtain any injunctive or other equitable relief against any of the Indemnified Parties. Licensor further acknowledges and agrees that any breach by Licensor of this release will cause the Indemnified Parties irreparable harm, and therefore, that each of the Indemnified Parties will be entitled to injunctive or equitable relief (without the need to post bond or surety or show harm) in addition to all other remedies available at law or in equity, in any court of competent jurisdiction. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent that Licensor is knowingly and voluntarily waiving the effect of any laws requiring the intent to release future unknown claims. This release and the rights granted hereby may be freely sublicensed and/or assigned (in full or in part) by Company.

This content license and release shall be binding upon, and shall inure to the benefit of, Licensor's heirs, executors, administrators, successors and assigns. Licensor hereby certifies and represents that he/she has read the foregoing, fully understands the meaning and effect thereof and is signing this voluntarily. This release will be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein (without regard to the conflict of laws provisions thereof), and Licensor irrevocably consents to the exclusive jurisdiction and venue of the courts located in San Francisco, California. Licensor acknowledges that this release constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or oral representations and that any modifications or amendments hereto must be in writing signed by the parties. A fax or photocopy of this document shall be deemed an original for all purposes.

No compensation will be paid hereunder.

ACCEPTED AND AGREED TO:

LICENSOR

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



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EXHIBIT D

Location/Property Release

(This Location/Property Release must be signed by a party that gives permission for you to film or photograph the Videos at a specific location that is not on a public street)

Tape Date(s): \_\_\_\_\_

Location / Property Description: \_\_\_\_\_

Location Address: \_\_\_\_\_

Title of Production: \_\_\_\_\_

The owner (“Owner”) of the location / property described above (the “Property”) hereby irrevocably grants to CSpence Group, LLC (“CSG”) and its assignees and licensees (collectively, “Company”), for good and valuable consideration, including the possibility of publicity, receipt of which is hereby acknowledged, permission to enter upon and use the Property and the contents thereof and the appurtenances thereto for the purpose of photographing, videotaping and recording certain scenes for any use by Company and its assigns and in any and all media whether now known or hereafter known, all on the terms and conditions described herein. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the “Materials”.

Owner grants to entrants in the AIA Film Challenge (“Entrants”) and Company for any and all uses 1) the right to photograph, record, depict and use in any manner whatsoever the Property and any names and trademarks connected with the Property and any signs, artwork, sculptures, pictures and fixtures located thereon, and any logos and verbiage contained on such signs, pictures and fixtures in connection with, 2) the right to refer to the Property by any real or fictitious name, the right to attribute any real or fictitious events as having occurred on the Property and the right to reconstruct the Property or any part thereof, and 3) the right to reproduce, publish, display, distribute, exhibit and otherwise use and exploit, and make derivative works of, the Materials, including, without limitation, the right to reference the Property by name and the right to exploit the Materials throughout the world, by any and all methods and in any and all languages, an unlimited number of times, in perpetuity in any and all media (including, without limitation, film, television, videocassettes, interactive devices and Internet and on-line systems etc.), now known or hereafter invented All rights, including, without limitation, copyright in the Materials, shall be and remain vested in Entrants and Company, and neither the Owner, nor any tenant, nor other party now or





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hereafter having an interest in the Property, shall have any right of action against Entrants or Company or any other party arising out of any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. Owner hereby particularly waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief. Company shall be the sole, exclusive and perpetual owner of all right, title and interest in the Materials and any photographs and recordings made hereunder in connection with the Property, including, without limitation, the copyright and all renewals and extensions of copyright therein. Owner agrees that Entrants and Company and each of Company's licensees, successors and assigns, shall have sole discretion in determining the extent and manner of use of the rights granted herein and are not obligated in any way to use the Materials in any medium. Without limiting the generality of this Section, the rights conveyed include the right to alter, expand, fictionalize, adapt, edit, add to, subtract from, remix, combine with other material and make any arrangements and/or derivative works of the Materials. Owner hereby affirms that neither Owner, nor anyone acting for Owner, gave or agreed to give anything of value to Entrants or Company, or any representative of any television network, motion picture studio or production entity, for arranging for the appearance of the Property.

As a part of this agreement, Entrants and Company and its contractors shall have the right to place/install all necessary equipment and to bring a production crew and related staff on the Property on a temporary basis. All items brought onto the premises will be removed at the end of the production period and the Property, including buildings, landscaping and all things associated with same will be returned to their original condition, less reasonable wear, and except as mutually agreed upon and indicated below. Participant will use reasonable care to prevent damage to said Property.

Owner acknowledges that Entrants and Company are photographing and recording such scenes in express reliance upon the foregoing. Owner represents and warrants that Owner has the full right and authority to enter into this agreement and to grant the rights granted hereunder and that the consent or permission of no other person, firm or entity is necessary to the grant of rights contained in this agreement. Owner further warrants that the Property is in a safe and well-maintained condition. The Owner agrees to indemnify and hold Entrants and Company and its subsidiaries, affiliates, assigns, successors and licensees, as well as each of their respective parents, principals, employees, managers, directors, officers, agents and representatives, harmless from and against any and all loss, damage or expense, including reasonable attorneys' fees and costs of any nature arising from any breach or any alleged breach by the Owner of any representation, warranty, covenant or agreement made by it in this agreement. Entrants and Company are not obligated to actually use the Property or include the Materials in any production for which it was shot or otherwise and Entrants and Company are not obligated to use, exhibit or otherwise exploit the Materials. This release and the rights granted hereby may be freely sublicensed and/or assigned (in full or in part)



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by Company. Owner agrees that it shall not have the right to assign or transfer this release.

This is the entire agreement and no oral representation or other inducements apart from this written agreement have been made. Owner warrants that no other authorization is necessary to enable Entrants and Company to use the Property for all purposes herein contemplated. This release shall be governed by the laws of the state of California, and the parties hereto consent to the jurisdiction of said state for all matters arising hereunder. Nothing contained herein shall be deemed to constitute a joint venture, or partnership between Entrants or Company on the one hand, and Owner on the other hand.

No compensation will be paid hereunder.

ACCEPTED AND AGREED TO:

OWNER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: If an agent signs on Owner's behalf, please complete the following:

I, \_\_\_\_\_, warrant and represent that I am the authorized agent and representative of the above named Owner of the Property, and I have been expressly authorized by Owner to license Company and its licensees, assigns and contractors to use the Property and grant to Company all the rights granted to Company under this release, and I have, by my signature above, bound Owner to the terms and conditions of this release.

Agent for Owner

\_\_\_\_\_

Print Name:

Address:

Telephone Number: