

SUBMISSION TERMS AND CONDITIONS

By uploading a photo (the “Photo”) and/or a video (the “Video”) to www.bemyneighborcontest.com (the “Website”), you hereby agree to the following terms and conditions:

1. **SUBMISSION GUIDELINES:** You represent and warrant that the Photo and/or Video complies with the following:

(a) Your Photo and/or Video is original and does not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

(b) You must have the permission of any person who appears in your Photo and/or Video or who you identify or otherwise refer to in your Photo and/or Video. **In order to participate, you must be at least eighteen (18) years old.**

(c) Your Photo and/or Video does not contain or reference any brand names, products or services of any company or any third party trademarks, copyrights, logos, trade dress or promotion of any brand, product or service.

(d) Your Photo and/or Video must not contain any personal information (e.g., your name, e-mail address or phone number); if the Photo and/or Video contains personal information, it is your sole responsibility to remove all such personal information from the Photo and/or Video before uploading the Photo and/or Video to the Website.

(e) Your Photo and/or Video does not contain content, images or other material that (i) is misleading, inappropriate, indecent, lewd, obscene, offensive, sexually explicit, pornographic, harmful, tortious, disparaging, defamatory, slanderous or libelous, (ii) depicts an unsafe practice or activities that are restricted, prohibited, illegal or in violation of or contrary to any applicable federal or state laws or regulations (including without limitation, the consumption of alcohol or any other controlled substances), or (iii) reflects, advocates or promotes bigotry, racism, hatred, harm or exploitation of or against any class, group or individual, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

(f) Your Photo and/or Video is submitted in compliance with the format and other terms and conditions set forth on the Website; such requirements being made a part of these Terms and Conditions and incorporated herein by reference.

(g) You agree to indemnify Focus Features LLC (“Focus”) for all damages and expenses (including reasonable attorney's fees) arising out of any breach or failure of the representations or warranties made by you herein.

2. **GRANT OF RIGHTS:** By uploading a Photo and/or Video you hereby grant to Focus and its designees (and represent and warrant that you have obtained all rights necessary to grant the license herein described, including from the photographer and/or videographer or owner of any photograph and/or video used in the Photo and/or Video, if other than you) a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license (herein “License”) to publish, display, reproduce, post, edit, adapt, modify, make derivative works therefrom, use or otherwise exploit your Photo and/or Video and its contents including, without limitation, your (and that of any person appearing in the Photo and/or Video) name, image,

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3. LIMITATIONS OF LIABILITY AND RELEASES: BY SUBMITTING A PHOTO AND/OR VIDEO, YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS FOCUS AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS AND REPRESENTATIONS AND EACH OF THEIR RESPECTIVE LICENSEE, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, INJURIES, LOSSES, DAMAGES, COSTS, EXPENSES OR LIABILITIES OF ANY KIND TO PERSONS OR PROPERTY ARISING OR RESULTING IN ANY MANNER, DIRECTLY OR INDIRECTLY, FROM FOCUS’ USE (OR NON-USE) OF YOUR PHOTO AND/OR VIDEO AND/OR YOUR USE OF THE WEBSITE. You expressly acknowledge that Focus does not owe you a duty of confidence (or fiduciary duty or the like) with regard to your Photo and/or Video and that Focus has wide access to ideas, stories, photos, videos, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/photos/videos/ designs/literary/artistic materials may be competitive with, similar to (or even identical to) your Photo and/or Video and that Focus shall have no liability to your or any third party in conjunction therewith. YOU UNDERSTAND AND AGREE THAT YOU SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE FILM.

4. To the extent that the Website’s Terms of Use, located at <http://www.focusfeatures.com/terms> (the “Website Terms”), are not in conflict with these Terms and Conditions, the Website Terms apply. These Terms and Conditions shall be subject to and governed by the laws of the State of California, excluding its conflicts of law rules. You agree to a WAIVER OF CLAIMS as more fully set forth in the Website Terms.