

## **TERMS AND CONDITIONS OF USE**

### **FremantleCasting.com ("Site")**

This Site is provided by FremantleMedia North America, Inc. ("FMNA", "we", "us" or "our"). By visiting the Site or by participating in any of the activities offered on the Site, you agree to be bound by these Terms of Use ("Terms"), which govern your access to and use of the Site.

We may, in our sole discretion, modify these Terms of Use without notice to you. If, at any point, you do not agree to these Terms of Use or any changes or updates thereto, your only remedy is not to use the Site and to cancel any accounts that you may have established to access the Site's features and offerings ("Account(s)"). Your continued use of the Site after such changes or updates have been posted will constitute your acceptance of such changes or updates. We encourage you to check these Terms of Use often for updates.

You may use material displayed on the Site for non-commercial, personal use only, and may not copy, distribute, modify, transmit, reuse, re-post, or use the content of the Site for public or commercial purposes, including the text, images, audio, and video without our written permission.

**THIS IS A GENERAL USE SITE. IF YOU ARE UNDER THE AGE OF 18, A PARENT/LEGAL GUARDIAN MUST SUPERVISE YOUR USE OF THE SITE.**

#### **1. System Requirements.**

Use of the Site requires a computer with Internet access (for which your ISP may charge you fees), and certain internet browsing software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Site involves hardware, software, and Internet access, your ability to use the Site may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

#### **2. Registration and Passwords; User Age Requirements.**

Registration may be required to access or use certain parts of the Site. You may be required to submit certain personal information, including, without limitation, your name, zip code, e-mail address. When you submit such information on the Site, you represent that you are at least 18 years of age and that you have the authority to register with the Site. **IF YOU ARE UNDER THE AGE OF 18, A PARENT/LEGAL GUARDIAN MUST SUPERVISE YOUR USE OF THE SITE AND REGISTRATION AND BE RESPONSIBLE FOR ALL YOUR CONDUCT ON THE SITE.**

If you decide to proceed with registration, you may be asked to create a login ID/username (or you may be assigned a login ID/username), and we may request that you create a password. You are entirely responsible for maintaining the confidentiality of your Account information (including login ID/username and passwords). Furthermore, you are entirely responsible for any and all activities that occur under your Account. We will deem all communications using your username and password to be authorized by you. You agree to notify us immediately of any unauthorized use of your Account or any other breach of security (and to provide properly documented evidence as reasonably requested by FMNA). FMNA will not be liable for any loss that you may incur as a result of someone else using your Account, either with or without your knowledge. However, you will be liable for losses incurred by us or another party if

someone else uses your Account, and will be responsible for paying all charges, including taxes, duties or other fees, incurred by you or anyone using your login ID/username and/or password.

Your Account is personal to you and you may not transfer or make available your Account to others or use anyone else's Account at any time. If you distribute or share your Account or related information with anyone, we reserve the right to terminate and cancel your Account.

### 3. Privacy

See our Privacy Policy relating to the collection and use of your information, which is incorporated into and forms a part of these Terms of Use. You hereby consent that we may use your personally identifiable information in accordance with the terms of the Privacy Policy.

### 4. Ownership of Materials on the Site; License.

You should assume that everything you see, read, watch or download on the Site is copyrighted unless otherwise noted, and may not be used except as provided in these Terms of Use. You may not copy, download, upload, modify, reproduce, print, display, perform, publish, transmit, delete, add to, distribute in any way, or otherwise use for any purpose any of the content made available or accessible on the Site except as stated in these Terms of Use or with the prior written consent of the owners of the content. We grant you a personal, non-exclusive, non-transferable, revocable license to access our web site and to use the information and services contained here for your personal use and not for any public or commercial purpose.

FMNA, together with its partners and/or suppliers, own the title, copyright, and other intellectual property rights in the software and associated content made available to you by the Site. Such software and content is licensed and not sold, and we, together with our partners and/or suppliers, reserve all other rights to the software and content not granted herein. You do not have ownership rights to any software or other content made available or accessible on the Site, regardless of how such software and content is used or downloaded. FMNA does not warrant or represent that your use of software, content, and/or other materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with us.

Any unauthorized use of any elements on the Site, including, without limitation, images, text, videos, logos, trademarks and data, may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

### 5. Software

FMNA and its suppliers grant you a personal, non-exclusive, non-transferrable, revocable license to use any software and associated content (e.g., text, images, video, graphics, music, sound) made available to you on the Site only for and during the authorized use of the Site and/or the product to which the software and content relate. You may not copy, download, modify or create derivative works, publish, transmit, sell or attempt to sell or transfer, or otherwise use or exploit any software or associated content unless we or our suppliers have expressly allowed you to do so.

### 6. Your Submissions and User Conduct

If you submit any communication, ideas, suggestions, materials or other submissions (collectively, "Submissions") to us through the Site by email or otherwise you are transferring to us all of your rights relating to that Submission without any compensation due to you. We shall own any Submission(s)

made on the Site generally, including, but not limited to, any notes, reviews, bulletin board postings, ideas, suggestions, concepts, artwork, photographs and sound and video files, and we (or our affiliates) may adapt, change, license, perform, sell, reproduce, disclose, transmit, publish, broadcast, post or otherwise use it as they see fit. Furthermore, we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

You further agree that you will not circumvent our security features, corrupt any content or files on or obtained from any Site, interfere with or in any way disrupt our service or servers, or networks connected to our service or servers, or otherwise violate any applicable law or regulation or these Terms of Use.

#### Unsolicited Submissions

It is our policy not to accept or consider creative materials, ideas, or suggestions other than those specifically requested. This is to avoid any misunderstandings if your ideas are similar to those we have developed independently. Therefore, we must request that you do not send either FMNA or post any Submissions that contain original creative materials, such as screenplays, stories, original artwork, technical concepts, know-how or techniques. Any Submissions you do transmit to the Site by electronic mail or otherwise will be treated as non-confidential and non-proprietary and will be deemed transferred in full to us.

By transmitting or posting an unsolicited Submission you agree that (a) you own all the rights to the Submission or have the permission of the owner of all rights to the Submission to transmit or post it to the Site; (b) you are not entitled to any compensation, credit or notice whatsoever with respect to such Submission, (c) you are not in violation of the Prohibited Uses and Security Rules set forth in these Terms, and (d) that you waive any right to make any claim against FMNA, our parent company(ies), subsidiaries or affiliates relating to our use of such Submission, including, without limitation, infringement of proprietary rights, unfair competition, breach of implied contract or breach of confidentiality. You are solely and fully responsible for the content of any of your Submissions to the Site as well as for any infringement by such content of the rights of others.

#### Specific Prohibited Uses.

The Site may be used only for lawful purposes by individuals authorized by FMNA. You are responsible for your own Submissions, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or through the Site. FMNA specifically prohibits any use of the Site, and requires all users to agree not to use the Site, for any of the following:

- a. Posting any information which is incomplete, false, inaccurate or not your own;
- b. Impersonating another person;
- c. Constituting or encouraging conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation or which fails to comply with accepted Internet protocol including without limitation material that we in our sole discretion considers to be, illegal, obscene, sexually explicit, insulting, vulgar, defamatory, libelous, hateful, abusive, excessively violent, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
- d. Posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;

- e. Posting material that reveals trade secrets, unless you own them or have the permission of the owner;
- f. Posting material that infringes on any other intellectual property, privacy or publicity right of another;
- g. Transmitting or transferring (by any means) information or software derived from the site to foreign countries or certain foreign nations in violation of US export control laws;
- h. Attempting to interfere in any way with the Site's or FMNA's networks or network security, or attempting to use the Site's service to gain unauthorized access to any other computer system.

#### Security Rules.

Violations of system or network security may result in civil or criminal liability. FMNA will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting the user or users who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, the following:

- a. Accessing data not intended for such user or logging into a server or account which user is not authorized to access;
- b. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- c. Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing"; or sending unsolicited e-mail, including promotions and/or advertising of products or services,
- d. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting,
- e. Reverse engineering, reconstructing, copying, preparing derivative works or otherwise imitating the Site, or
- f. Attempting to obtain information or account access from or about any user, host or network via any means including, without limitation, impersonation, false representations, "phishing" or "pharming" or misrepresentation.

#### 7. Downloading Material from the Site

You are permitted to download only those materials specifically available to download from the Site. Such material may only be used for personal, non-commercial home use, and for no other purposes. You must not remove any notices or credits on the downloaded materials or delete, add, or otherwise modify the content of any such downloaded materials.

#### 8. Trademarks.

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Site are registered and unregistered Trademarks of FMNA, and/or others. We do not grant any license or other authorization to any user of our trademarks, registered trademarks, service marks, other copyrightable material or any other intellectual property by including them on the Site. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without our written permission (or that of a third party that may own the Trademarks displayed on the Site). Your misuse of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms of Use, is strictly prohibited. You are also advised that we will aggressively enforce their intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

#### 9. Partner Site/Linked Site

All e-commerce functionality including without limitation any online store is provided by an independent service provider who is fully responsible for operating such functionality, the content and information posted, and the receipt and processing of your payment information. FMNA is not responsible for and does not participate in the operation of the e-commerce functionality. All conduct relating to the e-commerce functionality occurs on an independent website linked from this Site and is governed by the Terms of Use and Privacy Policy of the third party service provider which can be found on the online store webpages.

The Site may provide links to other website(s) for your convenience and enjoyment. Please note that if you access other website(s) through such links you do so at your sole risk. We do not review, endorse, or control any content, advertising, products, services, or other materials on or available through those Site, nor are we responsible for any viruses, Trojan horses, or other items of a potentially destructive nature that they may contain.

Your correspondence or business dealings with advertisers, partners, or other third parties through any site(s), including payment for and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third parties. You agree that we and the Site will not be responsible or liable for any loss or damage of any sort arising out of or occasioned by the creation or your use of any of the linked sites or the information or material accessed through such linked sites.

#### 10. Disclaimer of Warranties

FMNA IS NOT RESPONSIBLE FOR YOUR USE OF ANY CONTENT FOUND ON OR THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, ADVERTISING AND LINKS. BY USING THE SITE YOU EXPRESSLY AGREE THAT SUCH USE IS AT YOUR SOLE RISK. YOU AGREE THAT ALL CONTENT FOUND ON OR THROUGH THE SITE IS OFFERED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THIS EXCLUSION MAY NOT APPLY TO YOU IN FULL.

FMNA DOES NOT WARRANT THAT THE SITE OR THE FUNCTION, CONTENT OR SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. FMNA MAKES NO WARRANTY THAT THE SITE WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE

#### 11. Limitation of Liability

The Site and each of their publishers' respective vendors, agents, licensees, officers, directors, shareholders and employees, shall not be liable for any and all injuries, actions, claims, liabilities, damages, losses, costs or expenses, including reasonable outside attorneys' fees, arising as a result of your use/misuse of or inability to use the Site or its content. We make no guarantee of availability of service and we reserve the right to suspend, withdraw, change or discontinue any functionality or feature of the Site. FMNA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE OR IF WE HAVE BEEN

ADVISED OR HAS CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 12. FMNA is Not Responsible for Submissions by Site Users

We reserve the right to monitor Submissions by those who use the Site, but we are not obliged to do so. We disclaim any responsibility for the Content submitted by users on or through any area of the Site. FMNA cannot and does not seek to limit the opinions and views of our users. Therefore, such opinions and views should not be taken to represent our views or opinion. We do not represent that the content and features on or offered through the Site are appropriate or available for use in all countries.

#### 13. Termination

We reserve the right to terminate these Terms, to terminate your account and/or refuse service to you at any time without notice for any reason.

#### 14. Indemnity.

You agree to indemnify, defend and hold FMNA, and its respective parent, subsidiary and affiliated companies (collectively, the "FMNA Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any FMNA Parties in connection with any of your transmissions or postings to the Site, your use of the Site, any action taken by FMNA or its designees as part of their investigation of a suspected violation of these Terms or as a result of their finding or decision that a violation of these Terms has occurred, or in connection with any breach by you of these Terms. THIS INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THESE TERMS. We reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

#### 15. Copyright Infringement and Regulatory Complaints

We are committed to respecting the intellectual property rights of others and prohibit users from uploading and posting materials that infringes another party's intellectual property rights. We will cooperate with any law enforcement authorities and comply with any judicial order requesting or directing it to disclose the identity of anyone downloading or posting materials, or otherwise using this Site in violation of applicable laws. If you believe that your proprietary rights, including copyright, have been infringed by any content posted by users of any Site, please notify us. If we receive such notice, we will promptly respond to, remove, or disable access to, the material that is claimed to be infringing or to be the subject of any infringing activity.

When notifying us of any claim that your material has been copied in a way that constitutes copyright infringement, you must provide the following information:

1. a physical or electronic signature of a person authorized to act on behalf of the copyright owner whose work you claim has been infringed;
2. a description of the copyrighted work you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site as well as information reasonably sufficient to permit us to locate the material;
4. your address, telephone number, and, if available, your e-mail address;

5. a statement of your good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, their agent, or the law; and
6. a statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such notices should be sent to our copyright agent for notice of claims of copyright infringement on the Site at [privacy.officer@fremantlemedia.com](mailto:privacy.officer@fremantlemedia.com).

It is often difficult to determine if your intellectual property rights have been violated or if the Digital Millennium Copyright Act (DMCA) requirements have been met. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove or disable access to the allegedly infringing material pending resolution of the matter. We will terminate the accounts of users that we determine are repeat infringers.

Please note that under Section 512(f) of the Copyright Act any person who makes false claims that material or an activity is infringing may be subject to liability for damages.

#### 16. Governing Law; Venue; Jury Trial and Class Action Waiver.

These Terms shall be governed by and construed in accordance with the law in effect in the State of California, USA and you hereby irrevocably consent, with respect to any dispute hereunder, to the jurisdiction and venue of the state and federal courts located in the State of California and City of Los Angeles. You irrevocably waive any and all rights to trial by jury or to bring an action as a class to the fullest extent permitted by law.

#### 17. Dispute Resolution.

You also agree that, in the event any dispute or claim arises out of or relating to your use of the Site or these Terms that you and FMNA will attempt in good faith to negotiate a written resolution of the matter directly between the parties. You agree that if the matter remains unresolved for forty-five (45) days after notification (via certified mail or personal delivery) that a dispute exists, all parties shall join in mediation services in Los Angeles, California with a mutually agreed mediator in an attempt to resolve the dispute. Should you file any arbitration claims, or any administrative or legal actions without first having attempted to resolve the matter by mediation, then you agree that you will not be entitled to recover attorneys' fees, even if you would otherwise be entitled to them.

#### 18. Consent to Processing in United States.

By providing any personal information to the Site, all users, including without limitation users outside the United States, fully understand and unambiguously consent to the collection and processing of such information in the United States.

#### 19. General Information.

Notices to you may be made via either email or regular mail. The Site may also provide notices of changes to the Terms or other matters by displaying notices or links to notices to you on the Site. You may contact us at 2900 W. Alameda, 8th Floor, Burbank, CA 91505 ATTN: Business & Legal Affairs.

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms constitute the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing, signed by us.

You are solely responsible for compliance with all applicable laws of the jurisdiction from which you are accessing the Site. If any part or portions of these Terms of Use shall be declared invalid, void or unenforceable, the remaining Terms of Use shall remain in full force and effect and shall be interpreted as closely as possible to the manner in which they were written.

These Terms of Use set forth the entire agreement between you and FMNA governing your use of the Site and should supersede all prior agreements or negotiations concerning the subject matter of these Terms. You may also be subject to additional terms that are applicable to certain parts of the Site.

Any claim or cause of action you may have with respect to FMNA or the Site must be commenced within one (1) year after the claim or cause of action arose.

The failure of FMNA to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

You may not assign the Terms or any of your rights or obligations under the Terms without our express written consent.

The Terms inure to the benefit of FMNA's successors, assigns and licensees.

The section titles in the Terms are for convenience only and have no legal or contractual effect.