

A DOG'S PURPOSE PHOTO GENERATOR
"TERMS AND CONDITIONS"

By using the "A Dog's Purpose" (the "Film") poster generator application on the Film's web site located at www.mydogspurpose.com ("Website") and uploading a photo (the "Photo"), you hereby agree to the following terms and conditions:

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

(a) The Photo submitted contains one (1) image of your dog(s) and is 100% your original work, created solely by you; and does not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

(b) The Photo 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.

(c) You are the owner of the dog featured in the Photo and the Photo does not contain the image or likeness of you or any other person (living or dead). Further, the Photo does not contain any personal information (e.g., your name, e-mail address or phone number); if Photo contains personal information, it is your sole responsibility to remove all such personal information from the Photo before uploading the Photo to the Website.

(d) The Photo does not contain content, images or other material that is misleading, inappropriate, indecent, lewd, obscene, offensive, sexually explicit, pornographic, harmful, hateful, tortious, disparaging, defamatory, slanderous or libelous or depicts an unsafe practice.

(e) The Photo does not contain content, images or other material that 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, or actions or activities that are restricted, prohibited, illegal or unlawful (including without limitation, the consumption of alcohol or any other controlled substances).

(f) The Photo does not contain content, images or other material that is unlawful or in violation of or contrary to any applicable federal or state laws or regulations.

(g) The Photo 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.

(h) You agree to indemnify Sponsor for all damages and expenses (including reasonable attorney's fees) arising out of any breach or failure of the representations or warranties made herein.

2. **GRANT OF RIGHTS:** By uploading a Photo and posting it with the hashtag #MyDogsPurpose you hereby grant permission (and represent and warrant that you have obtained all rights necessary to give such permission and grant the license herein described, including from the photographer or owner of the photograph used in the Photo, if other than you, the owner of the pet featured in the Photo, if other than you) to Sponsor and its designees and hereby grant Sponsor and its designees 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 its contents including, without limitation, you and/or your pet's name, image, likeness, voice, performance, and all other information or material contained in the Photo, in any way, in any manner and on any media now known or hereafter devised, without notice or compensation, for any purpose in connection with the Film and/or the advertising, promotion and publicity of the Film. The foregoing grant of rights includes, without limitation, the right of Sponsor to edit, splice and combine Photos from among all Photos for use on the Internet including on the Film's Website and in digital and social media and on the Film's DVD/Blu-Ray. You further agree, upon Sponsor's request, to timely complete, sign and deliver any and all necessary documents, including without limitation, documents setting forth any licenses, releases and indemnities that Sponsor in its sole discretion may require, to confirm the foregoing License. Without limiting the generality of the foregoing, you acknowledge and agree that your Photo may be used in a local or national marketing campaign, which may (but is not obligated to) consist of online, digital, print, outdoor and social media. You release and agree to hold harmless Released Parties (as defined below) from any and all liability associated with any use (or non-use) of your Photo, including your express acknowledgment that (a) if used, the Photo as used may differ from the Photo submitted; (b) your Photo may be displayed together with other photos and your Photo may be used or displayed in any pattern, sequence or format, and such pattern/sequence/format may or may not be rotated or varied, in Sponsor's sole discretion.

3. LIMITATIONS OF LIABILITY AND RELEASES: BY SUBMITTING A PHOTO, YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS AND REPRESENTATIONS AND EACH OF THEIR RESPECTIVE 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 (INCLUDING DEATH) ARISING OR RESULTING IN ANY MANNER, DIRECTLY OR INDIRECTLY, FROM SPONSOR'S USE OF YOUR PHOTO AND/OR YOUR USE OF THE WEBSITE. You expressly acknowledge that Sponsor does not owe you a duty of confidence (or fiduciary duty or the like) with regard to your Photo and that Sponsor 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 that Sponsor 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.