

Ello Pride Artist Invite Official Rules

Title: Ello Pride

Work: Ongoing Exhibition

Sponsor: Talenthouse and Soho House London (“**Sponsor**”)

Promoter: Ello (“**Promoter**”)

Artist Invite: The Artist Invite described at <https://ello.co/artist-invites/ello-pride> (“**Artist Invite**”)

Career Opportunity and Incentives:

- Ello will select 6 LGBTQ+ artists to show work in a one-time limited license use exhibition "Diversity Inks" at Soho House on September 5th.
- Ello will select 50 LGBTQ+ artists to showcase in the launch of an online exhibition, “PRIDE”
- All selected artists will have the opportunity for future commissioned opportunities

Rights:

Artist will retain all rights to work.

Please note that all participants must use the material provided by Sponsor for this Artist Invite, but all rights in and to this material are reserved by Sponsor. Any ownership in the Work is subject to and restricted by Sponsor’s underlying rights in the Sponsor IP; in no event, may an artist obtain a fee, royalty, advertising revenue, or any other payment in exchange for the submission.

Key Dates:

Launch: Tuesday, July 31st 2018, 11:59 pm MDT

Submit By: Friday, August 24th 2018, 11:59 pm MDT

Selection Period Starts: Friday, August 24th 2018, 11:59 pm MDT

Artists Selected: Friday, August 31st 2018, 12:00 pm MDT

All times are in [Mountain Standard Time].

NOTICE: Ello respects your rights and does not claim ownership of any copyrights related to works you submit. You retain full ownership of the copyrights in your submissions. In addition, your moral rights are respected. Whenever your work is published by Sponsor or Promoter, you will be credited. However, failure to provide accurate credit by Sponsor or Promoter 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 the Artist Invite you grant Ello permission to use any work you submit for all promotional purposes related to the Artist Invite, including but not limited to displaying your work on Promoter's and Sponsor's media channels.

SEE SPECIFIC ARTIST INVITE SITE FOR ADDITIONAL INFORMATION.

These Official Rules set forth the terms pursuant to which each individual or team of individuals (each such individual or team, an "**Artist**") may participate in the Artist Invite.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR BE SELECTED. A purchase or payment will not improve the chances of Artist's submission being selected. The submission period for the Artist Invite described on the Artist Invite website <https://ello.co/artist-invites/ello-pride> shall begin and end on the dates and times set forth on the Artist Invite Site (the "**Submission Period**"). The Artist Invite and Artist's participation in the Artist Invite is governed by these Official Rules and is subject to all applicable laws. Void where prohibited.

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- 1) **Eligibility.** The Artist Invite is open only to individuals who are at least [eighteen (18)] years of age and the age of majority in their jurisdiction of primary residence at the time of submission. It is the obligation of all artists to ensure that participating in this Artist 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. Promoter, Sponsor and one or more Sponsor-designated judges (“**Judges**”), and their respective parent companies, affiliates, subsidiaries, divisions, contractors, subcontractors, and partners, to the extent responsible for sponsoring, fulfilling, administering, advertising or promoting the Artist Invite, and all of their respective directors, officers, employees, agents and representatives, and the Immediate Family Members and Household Members of any of the foregoing individuals, are not eligible to participate in the Artist Invite. “**Immediate Family Members**” means parents, step-parents, children, step-children, siblings, step-siblings, and spouses, regardless of where they live. “**Household Members**” shall mean people who share the same residence at least three (3) months out of the year, regardless of their familial relationships. In order to participate in the Artist Invite, Artist must fully comply with the terms on the Artist Invite Site, these Official Rules, the [Terms and Conditions](#) and [Privacy Policy](#) (this “**Agreement**”). Accordingly, by participating in the Artist Invite, Artist agrees that Artist has read the terms of this Agreement, and agrees fully and unconditionally to be bound by the terms of this Agreement, and the decisions of the Judges, whose decisions shall be binding and final in all respects relating to the Artist Invite. If there is any conflict between these Official Rules, the Terms and Conditions, the Privacy Policy or any information on the Artist Invite Site, the order of precedence shall be as follows: Artist Invite Site, Official Rules, Terms and Conditions, and then Privacy Policy. Eligibility to receive a Career Opportunity or Incentive is contingent upon fulfilling all requirements set forth in these Official Rules.

2) **Timeline.** The Timeline for the Artist Invite is as follows:

- a) *Submission Period.* Artists are permitted to submit Works during the Submission Period. The start and end dates of the Submission Period are specified on the Artist Invite Site.
- b) *Selection Period.* During this period, the Judging Panel makes its determinations regarding the Works, and the Promoter contacts certain Artists who are selected as potential recipients of Career Opportunities or Incentives to confirm eligibility, etc. The dates for this period are specified on the Artist Invite Site.
- c) *Selection Date.* At the end of the Selection Period (“**Selection Date**”), the Selected Artist[s] [and Finalists] [is/are] announced on the Artist Invite Site. The Selection Date is specified on the Artist Invite Site and may be revised by the Promoter at its sole discretion.

3) **Artist Teams.** In the case that Artist is comprised of a team of individuals (“**Artist Team**”), all members of such team agree that:

- a) the member of the Artist Team whose Ello account is used to submit the Work to the Artist Invite shall be designated the team leader (“**Team Leader**”);
- b) the Team Leader is solely and exclusively responsible for distributing any Career Opportunities or Incentives received by the Artist Team;
- c) all members of the Artist Team have read, understand and agree to be bound by the terms of this Agreement;

- d) all members of the Artist Team agree to release and hold harmless the Released Parties (as defined below) from and against any and all Losses (as defined below), in each case whether direct, indirect, or consequential, arising out of or relating to any dispute between or among any of the members of the Artist Team; and
- e) the Team Leader agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, actions or proceedings of any kind brought by any members of the Artist Team and from any and all Losses arising out of or relating to any dispute between or among any of the members of the Artist Team, including but not limited to the distribution of any Career Opportunities or Incentives between or among the members of the Artist Team.

MEMBERS OF ANY ARTIST TEAM SHOULD CONSIDER ENTERING INTO THEIR OWN WRITTEN AGREEMENT REGARDING THE MEMBERS' RESPECTIVE RIGHTS AND RESPONSIBILITIES TO EACH OTHER IN CONNECTION WITH THEIR PARTICIPATION IN THIS ARTIST INVITE, INCLUDING HOW ANY CAREER OPPORTUNITIES AND INCENTIVES THAT ARE RECEIVED WILL BE DISTRIBUTED.

- 4) *How to Submit Your Work*. To submit your work for the Artist Invite, during the Submission Period, visit the Artist Invite Site and follow the instructions, which will require, among other things, that Artist create an account on Promoter's website (<https://ello.co/>) and agree to abide by the Terms and Conditions and Privacy Policy. Artist must then create and submit via electronic transmission an original work of authorship (the "**Work**") as more specifically described at the Artist Invite Site. Promoter or its representatives reserve the right to disqualify any Artist or Work or remove any Work that does not conform to the requirements set forth in this Agreement as determined by Promoter in its sole discretion. Promoter is not obligated to notify Artist if a Work has been disqualified and removed from the Artist Invite Site.

To be an eligible submission, a Work must comply with the following requirements:

- a) The Work:
 - i) must be Artist's own original work, created solely by Artist (in the case that Artist is a team of individuals, the Work must be created solely by the members of the Artist Team);
 - ii) [must not have been previously licensed, sold, used, published, released, distributed or otherwise exploited in any form;]
 - iii) must not have previously won any award; and
 - iv) must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any individual or entity or Artist guild or other performance alliance (except for the material provided by Sponsor for use in this Artist Invite only).
- b) Except as set forth on the Artist Invite Site, the Work must not contain, be derived from, or reference any names, products or services of any business, company or

entity or any third party trademarks, logos, trade dress or promotion of any brand, product or service.

- c) Any Work that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or any Work that otherwise contains inappropriate content or objectionable material may not be submitted and may be disqualified and removed at any time in Promoter's sole discretion.
- d) Artist may not be (nor may Artist work with parties in conjunction with the Work who are):
 - i) represented under contract (e.g., by a talent agent or manager) that would limit or impair Promoter's or Sponsor's ability to use, display or otherwise exploit the Work in any form or media;
 - ii) subject to an acting or modeling contract that would make Artist's submission or appearance in the Work a violation of any third-party rights; or
 - iii) under any other contractual relationship, including but not limited to guild or union memberships, that may prevent Promoter or Sponsor from being able to use the Work as contemplated by the Artist Invite, or that would otherwise be violated by participating in the Artist Invite.
- e) The Work must comply with applicable law. If any individual appears or is referred to in the Work, Artist is solely responsible for obtaining, prior to submitting the Work, any and all releases and consents necessary to permit the exhibition, use, license, sale, etc. of the Work, as applicable, by Sponsor and Promoter. If any individual appearing or referred to in any Work is under the age of majority in such individual's jurisdiction of residence, the signature of such individual's parent or legal guardian is required on each release. ARTIST IS RESPONSIBLE FOR OBTAINING ALL REQUIRED APPROVALS, CONSENTS AND AUTHORIZATIONS, IF ANY, THAT MAY BE REQUIRED TO PARTICIPATE IN THE Artist INVITE AND SUBMIT A WORK, INCLUDING ANY RELEASES AND CONSENTS FROM ANY INDIVIDUAL WHOSE NAME, IMAGE OR LIKENESS APPEARS IN THE WORK. Upon Promoter's or Sponsor's request, if any individual's likeness is used, Artist may be required to provide to Promoter a copy of a release signed by such individual in a form reasonably acceptable to Promoter and Sponsor. [A form of release and consent is available for download on the Artist Invite Site.]

Sponsor, Promoter and Judges reserve the right to disqualify any submission that they determine, in their sole discretion, violates (or potentially violates) the letter or the spirit of the Artist Invite, or its processes or rules (including, without limitation, this Agreement). The decisions of Sponsor, Promoter and Judges on all matters pertaining to the Artist Invite shall be final and binding.

ALL SUBMISSIONS MUST BE RECEIVED BY 11:59 PM MDT ON THE LAST DAY OF THE SUBMISSION PERIOD. Artist may update and replace an existing submission with a new Work

during the Submission Period; provided that any such replacement submission will disqualify the previously submitted Work. The Work will be deemed to have been submitted by the individual whose email address is associated with account.

- 5) **Selection Process.** Submitted Works will be judged as described below.
 - a) **Judges:** One or more Judges will be appointed by Sponsor in its sole discretion (the “**Judging Panel**”). Individual Judges have the right to withdraw from the Artist Invite without advance notice in the event of extenuating circumstances beyond their control or as may be otherwise permitted by Promoter or Sponsor.
 - b) **Judging Criteria:** The Judging Panel’s decisions will be made based upon the criteria described on the Artist Invite Site.
 - c) **Artist Selection:** The Artist[s] whose Work[s] [is/are] selected as candidate[s] to receive career opportunities or incentives, as described on the Artist Invite Site (“**Career Opportunities**” and “**Incentives**”) will be notified as set forth in Section [7] (“**Selected Artist**”). Each Work will be evaluated based on the above-described criteria by the Judging Panel. In the event of a tie, the selected artists will be selected by a final vote by the Judging Panel. Odds of being a Selected Artist depend on the nature, quality and number of eligible submissions received. Any Selected Artist will not be eligible to receive any Career Opportunities or Incentives until the Selected Artist submits all of the necessary documentation, including the Selected Artist Agreement (described in Section [7] below).
- 6) **Career Opportunities and Incentives.** The Career Opportunities and Incentives for the Selected Artist[s] [and Finalists] (collectively, “**Selected Artists**”) are described on the Artist Invite Site. Artist acknowledges that Sponsor may modify or cancel the Career Opportunities due to unforeseen circumstances. Furthermore, Artist agrees that, in the event of any such modification or cancellation, Artist waives and releases the Released Parties (as defined below) from and against any and all claims relating to such modification or cancellation. Career Opportunities shall be deemed to have no commercial value. No transfer, refund, cash redemption, substitution, cash equivalent or replacement of any Incentive by any Selected Artist is permitted, except that Promoter and Sponsor reserve the right, in their sole discretion, to substitute an Incentive with one or more items of equal or greater value (or cash equivalent). In the event the approximate retail value of an alternative Incentive is different from the actual retail value of that Incentive, the difference will not be awarded in cash or otherwise. Any portion of an Incentive unclaimed, not accepted, or unused by any Selected Artist will be forfeited and will not be substituted.
- 7) **Notification and Verification of Selected Works.** ALL SELECTED ARTISTS ARE SUBJECT TO VERIFICATION BY PROMOTER, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ARTIST INVITE.

During the "Selection Period" set forth on the Artist Invite Site, the Selected Artists will be notified by mail, phone or email, at Promoter's discretion, using the information provided by each Selected Artist. Selected Artists must continue to comply with all terms and conditions of this Agreement, and receipt of any Career Opportunity or Incentive is contingent upon fulfilling all requirements. Promoter and Sponsor shall have no liability for any notification that is lost, intercepted or not received by a Selected Artist for any reason. In Promoter's sole discretion, Selected Artists may be disqualified and required to forfeit any Career Opportunity or Incentive, and alternate Selected Artists may be selected in accordance with these Official Rules from among the remaining eligible submissions if any Selected Artist:

- a) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the Selected Artist or notification is returned as undeliverable;
- b) declines or cannot accept, receive or use any Career Opportunity or Incentive for any reason;
- c) is found to be ineligible to enter the Artist Invite or receive the Career Opportunity or Incentive; or
- d) cannot or did not comply with this Agreement. Promoter is not obligated to leave any voicemail, answering machine message, or other message for Selected Artist.

[Selected Artists will be required to complete and return (as directed by Promoter) a non-modifiable by Artist Release Form and a Artist Invite Selected Artist Agreement ("Selected Artist **Agreement**") by a specified date or, in Promoter's sole discretion, the Career Opportunity or Incentive may be forfeited and an alternate Selected Artist may be selected in accordance with these Official Rules from among the remaining eligible submissions. Promoter reserves the right to modify the notification procedures and the Selected Artist Agreement in connection with the selection of Selected Artists.

8) *Publicity; Use of Personal Information*. Except where prohibited by applicable law, by accepting a Career Opportunity or Incentive, all Selected Artists agree and acknowledge that Promoter and Sponsor and any of their respective agents, designees or licensees may, without any limitation or further compensation, use the Selected Artist's name, voice, biographical data, likeness, picture, opinions, entry materials, photograph, Work (in whole or in part), hometown and state, and audio or video recording of the Selected Artist for promotional purposes related to the Artist Invite in any media, worldwide, without further payment or consideration. By participating in the Artist Invite, Artists will be sharing their personal information with Promoter. Personal information collected by Promoter will be used for administration of the Artist Invite, to respond to Artist in matters regarding Artist's Work or the Artist Invite, awarding Career Opportunities or Incentives, and as otherwise set forth in the [Privacy Policy](#).

9) *Intellectual Property Rights*. As mentioned above, Artist must create his/her Work without using or referencing any works or intellectual property of any other person, except as

expressly permitted pursuant to instructions on the Artist Invite Site. Any Artist that violates this provision will be disqualified from the Artist Invite. By participating in the Artist Invite, Artist grants Promoter and Sponsor a non-exclusive, limited, worldwide license to copy, modify, transmit, publicly display and exhibit, the Work (in whole or in part) solely (i) on Promoter's and Sponsor's media channels for promotional purposes in connection with the Artist Invite, (ii) to otherwise administer the Artist Invite or (iii) to otherwise market or promote Promoter's services. In addition, Artist understands that by submitting a Work, Artist is granting users of the Artist Invite Site and Facebook, Twitter and Pinterest ("**Eligible SNS Sites**") the right to copy and share the Work in accordance with the Terms and Conditions and the applicable terms and conditions of the Eligible SNS Sites, respectively. Artists that are not selected will retain all rights to their Works, subject to the foregoing limited license.

Artist acknowledges that submissions are made on a non-confidential basis and that, except for Selected Artists, no promise of payment has been made for the use of the Works. Artist further acknowledges that Sponsor engages in the creation, acquisition, and development of Artist materials which may duplicate, parallel, or resemble Artist's Work. As such, Artist waives all claims of infringement, misuse, or misappropriation of the Work.

Artist acknowledges that, if Artist is selected as a Selected Artist, Artist will be required to sign a Release Form and the Selected Artist Agreement [\[link\]](#). Pursuant to the Release Form, Sponsor will receive the right to use the Work for commercial purposes pursuant to the terms and conditions of the Release Form. Artist acknowledges that failure to sign these agreements by the specified date will result in forfeiture of any recognition, Career Opportunities and Incentives that Artist might otherwise receive.

By participating in the Artist Invite and submitting a Work, Artists acknowledge and agree that:

- a) Sponsor, Sponsor's affiliates, and each of their respective licensees, successors and assigns and their respective agents, artists, writers, representatives or licensees may now have similar scripts, treatments, concepts, artwork and/or ideas in development and/or may independently develop and use similar concepts, artwork and/or ideas;
- b) any similarity between any Work that Artists submit and/or any materials already in development or independently developed hereafter by Motion Picture Parties or any of their respective agents, artists, writers, representatives or licensees shall be coincidental;
- c) Artist shall have no rights whatsoever in or to, nor shall Artist make any claim against, any artwork, sketches, designs, concepts or ideas already in development, or that may hereafter be independently developed, by the Motion Picture Parties and their respective agents, artists, writers, representatives or licensees notwithstanding any similarity to any materials (including Artist's Work) that Artist has submitted hereunder;

- d) In the event of any coincidental similarity as described above, the Motion Picture Parties shall have no obligation to Artist other than as set forth in the Artist Invite and no liability with respect to Artist arising from such coincidental similarity; and
- e) that Work is not being submitted in confidence or in trust to Sponsor or any Motion Picture Parties and that no confidential or fiduciary relationship is intended or created.

10) Representations and Warranties of Artist. By participating in the Artist Invite and submitting a Work, Artist represents and warrants to Sponsor and Promoter as follows:

- a) Artist has all rights, title and interest in the Work;
- b) the Work is Artist's own original work and was created solely by Artist (or all of the members of the Artist Team) for the purpose of participating in the Artist Invite;
- c) the Work, as of the date of submission, is not the subject of any actual or threatened litigation or claim;
- d) [the Work has not been previously licensed, sold, used, published, released, distributed or otherwise exploited;]
- e) the Work does not and will not violate any contract or third party rights, including any patent, copyright, trade secret, trademark, privacy, publicity, or other personal or proprietary rights of any individual or entity or Artist guild or other performance alliance (except for the material provided by Sponsor for use in this Artist Invite only);
- f) the Work does not and will not violate any applicable laws; and
- g) the information submitted by Artist in connection with the Artist Invite is accurate and complete; and
- h) Artist has all right and authority to respond to the Artist Invite and make a submission.

11) No Warranty of Promoter or Sponsor; Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROMOTER AND SPONSOR MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ARTIST INVITE, INCLUDING WITHOUT LIMITATION ANY:

- a) WARRANTY OF MERCHANTABILITY;
- b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR
- c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT SHALL PROMOTER, SPONSOR OR JUDGES, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, DIVISIONS, CONTRACTORS, SUBCONTRACTORS, AND PARTNERS, TO THE EXTENT RESPONSIBLE FOR SPONSORING, FULFILLING, ADMINISTERING, ADVERTISING OR PROMOTING THE ARTIST INVITE, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES,

AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS BE LIABLE TO ARTIST OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF PROMOTER AND SPONSOR FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, RELATED TO THE Artist INVITE SHALL BE ONE HUNDRED DOLLARS (US\$100).

12) Release; Indemnification; Disclaimer. By participating in the Artist Invite, Artist agrees:

- a) To release and hold harmless Promoter, Sponsor and Judges, and their respective parent companies, affiliates, subsidiaries, divisions, contractors, subcontractors, partners and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Artist Invite, and all of their respective past, present and future officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) from and against any and all losses, harm, damages, injury, costs, expenses, liability, and claims of any kind (including attorneys’ fees) (“**Losses**”), in each case whether direct, indirect, or consequential, arising out of or relating to Artist’s creation or submission of a Work, participation in the Artist Invite or any Artist Invite-related, Career Opportunity-related or Incentive-related activity, acceptance or use or misuse of any Career Opportunity or Incentive (including any travel or activity related thereto), or the copying, displaying, performance, use or exploitation of a Work;
- b) To indemnify, defend, and hold harmless the Released Parties from and against any and all third party claims, actions or proceedings of any kind and from any and all Losses arising out of or relating to (i) any breach or alleged breach by Artist of any of the warranties, representations or other provisions herein or (ii) Artist’s participation in the Artist Invite, submission of a Work, or acceptance, use, or misuse of any Career Opportunity or Incentive;
- c) That the Released Parties assume no responsibility for any injury or damage to Artist or to anyone else’s computer, regardless of how caused, relating to or resulting from entering or downloading files, materials or software or any other activity in connection with the Artist Invite; and
- d) That Promoter 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 Career Opportunity or Incentive or any component thereof, including, but not limited to, express warranties provided by the supplier of the Career Opportunity or Incentive (or any component thereof) or their affiliates.

13) No Tampering. Promoter, Sponsor and Judging Panel reserve the right to disqualify any Artist they find to be (or suspect to be):

- a) tampering with the submission process or the operation of the Artist Invite or any website promoting the Artist Invite;
- b) acting in violation of this Agreement, or otherwise acting in an unprofessional or disruptive manner; or

Any attempt to undermine the legitimate operation of the Artist Invite may be a violation of criminal or civil law; should such an attempt be made, Promoter and Sponsor reserve the right to seek damages from any such person to the fullest extent permitted by law. If Promoter determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Artist Invite, Promoter reserves the right to void the submissions at issue or terminate the relevant portion of the Artist Invite, including the entire Artist Invite, or modify the Artist Invite, these Official Rules, or award Career Opportunities or Incentives based upon the criteria set forth in these Official Rules from all eligible submissions received prior to the termination date.

14) Payments. Any cash Incentives will be paid directly to Artist by Promoter by PayPal, wire transfer or some other payment method agreed upon by Artist and Promoter. Applicable federal, state, local or other taxes and any fees and costs applicable to such Incentives (e.g., wire transfer fees) are the sole responsibility of the Selected Artist[s] who receive[s] such Incentives. Promoter reserves the right to withhold the relevant portion of such Incentive to cover the cost of any such fees or costs, including without limitation any applicable wire transfer fees. Note that cash Incentives are treated as income by the U.S. Internal Revenue Service and may also be treated as income by other applicable taxing authorities and Artist shall bear all tax obligations.

15) General Conditions. Promoter and Sponsor reserve the right to cancel, suspend, or modify the Artist Invite, or any part of it, if any fraud, technical failures, or any other factor beyond Promoter's and Sponsor's reasonable control impairs the integrity or proper functioning of the Artist Invite, as determined by Promoter in its sole discretion. Promoter's and Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. If, for any reason, any Work or other information is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Artist's sole remedy is the opportunity to submit another submission to the Artist Invite if such submission is reasonably possible.

These Official Rules, together with the terms set forth on the Artist Invite Site, the [Terms and Conditions](#), the [Privacy Policy](#) and the other agreements incorporated by reference herein, contain the entire agreement between the parties hereto relating to the Artist Invite.

16) *Alternative Dispute Resolution; Governing Law; Choice of Forum.* To the extent permitted by applicable law, Artist agrees that:

- a) any and all disputes, claims and causes of action against the Released Parties arising out of or related to the Artist Invite, or any Career Opportunities or Incentives, other than those concerning the administration of the Artist Invite or the determination of Selected Artists, shall be resolved individually, without resort to any form of class action; and
- b) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, including costs associated with entering the Artist Invite, but shall in no event include attorneys' fees.

Any dispute, controversy or claim arising out of or relating to these Official Rules shall be finally settled by binding arbitration under the then-existing Commercial Arbitration Rules ("**Rules**") of the American Arbitration Association ("**AAA**"), except as modified herein. The arbitration shall be conducted by one (1) arbitrator who shall be nominated by Promoter, Sponsor and Artist and must be an attorney licensed to practice or otherwise experienced with New York law. If the parties cannot agree upon an arbitrator within thirty (30) days from the date the claimant's request for arbitration was served on the other party or parties, the sole arbitrator shall be appointed by AAA in accordance with the Rules.

Unless otherwise agreed, arbitration proceedings will be held in Los Angeles County, California, United States. The award rendered by the arbitrator will be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The arbitrator will have the authority to award money damages (with interest on unpaid amounts from the date due), specific performance, and temporary injunctive relief, but not the authority to award exemplary or punitive damages, and any claimed right to such damages is expressly waived. Any arbitration will be between Artist and Promoter or Sponsor individually, and there shall be no joinder or consolidation of arbitrations or class action arbitrations.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Artist or Promoter or Sponsor in connection with the Artist Invite, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would mandate the application of the laws of any jurisdiction other than the State of New York.