

## **“Alvin and the Chipmunks: The Road Chip Submission Program” Submission Terms and Conditions**

- DESCRIPTION:** The Twentieth Century Fox Home Entertainment LLC ("**Fox**") "Alvin and the Chipmunks: The Road Chip Submission Program" ("**Program**") starts at 12:01 AM Pacific Time on 3/5/16 and ends at 11:59 AM Pacific Time on 4/1/16 ("**Submission Period**"). As further detailed herein, in celebration of the home entertainment release of "Alvin and the Chipmunks: The Road Chip" ("**Picture**"), each participant in this Program may post at <http://theroadchipsweepstakes> ("**Website**") a video up to 5 minutes in length of their pet doing something funny (each, a "**Submission**"). Fox may, in its sole discretion, display all or part of any participant's Submission on a YouTube playlist. Each participant must have access to the internet from a personal computer or mobile device. The supported browsers for the Website are as follows: Internet Explorer – 10/11, Safari 7, Chrome 30, Firefox 26, iOS 9 Safari, and Android 4+ Stock Browser. THIS PROGRAM IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH YOUTUBE.COM ("**YouTube**").
- ACCEPTANCE OF TERMS:** By participating in the Program, each participant fully and unconditionally agrees to and accepts these Official Terms and Conditions and the decisions of Fox, which are final and binding in all matters related to the Program. To the extent the Terms of Use of the Website and/or these Official Terms and Conditions conflict, these Official Terms and Conditions shall prevail.
- ELIGIBILITY:** This Program is open worldwide except where prohibited or restricted by law to individuals who are at least eighteen (18) years of age and the age of majority in their territory of primary residence at the time of submission. Any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within six months prior to the start date of the Submission Period, held employment with or performed services for YouTube, Fox or any entities associated with producing or distributing the Picture or for the affiliates of any of the foregoing entities (collectively, the "**Program Entities**") are not eligible to participate. Immediate family and household members of such individuals are also not eligible to participate. For purposes of the Program, "Household Members" shall mean those people who share the same residence at least three months a year and "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Void where prohibited.
- HOW TO PARTICIPATE:** To participate in the Program, during the Submission Period, an eligible individual must go to the Website to (a) accurately and completely provide all of the information requested in the Submission form including the full name and email address of the individual submitting the Submission; (b) upload one video up to 5 minutes in length of their pet doing something funny. Each Submission must comply with these Terms and Conditions, as well as all relevant third party rules, regulations, policies and guidelines, including those of YouTube.com, including any and all submission requirements with respect to length and content limitations. Fox may in its sole discretion select one or more Submissions to display in a gallery located on the Website.

**IMPORTANT: YOU MAY ACCESS THE WEBSITE THROUGH A PERSONAL COMPUTER OR MOBILE DEVICE. A MOBILE DEVICE IS NOT NECESSARY TO PARTICIPATE IN THE PROGRAM. IF YOU CHOOSE TO ACCESS THE WEBSITE THROUGH A MOBILE DEVICE, MESSAGE AND DATA RATES MAY APPLY TO USE OF THE MOBILE DEVICE. CURRENTLY, YOUTUBE ONLY SUPPORTS WINDOWS, MAC OS, MOBILE OS, IOS, Apple TV (3<sup>rd</sup> GEN MODEN W/108-P OR NEWER,) GOOGLE TV,(V3 AND V4,) ANDROID TV, MOST 2013 AND NEWER SMART TVS AND BLU-RAY PLAYERS, STREAMING DEVICES INCLUDING ROKU, WESTERN DIGITAL, CHROMCAST, SET-TOP BOXES INCLUDING VIRGIN MEDIA, BSKYB NOW TV BOX, TIVO, J:COM, GAME CONSOLES: PLAYSTATION 3, PLAYSTATION 4, XBOX360, XBOX ONE, WII, WII U, 3DS, DESKTOP, LAPTOP OR OTHER DEVIC(MAC, PC, ETC) WITH A WEB BROWSER, PHONE, TABLET OR OTHER DEVICE (KINDLE,**

**WINDOWS PHONE, BLACKBERRY, NOKIA, ANDROID, IOS, ETC.) WITH A WEB BROWSER SUPPORTED BY M.YOUTUBE.COM. YOUR OPERATING SYSTEM MAY NOT SUPPORT YOUTUBE. WIRELESS INTERNET SERVICE MAY NOT BE AVAILABLE IN ALL AREAS.**

Submissions MUST, in the sole discretion of Fox:

- Be posted and submitted in accordance with all YouTube policies, rules, regulations, terms and guidelines. Full YouTube specifications can be found at <http://www.youtube.com/terms>; and

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- Be in one of the following formats: Quicktime, or WMV, or MPEG4 files at 16.9 uncompressed; and
- Be a maximum of 5 (00:05:00) minutes in length.
- Be in English

Submissions must NOT, in the sole discretion of Fox:

- Contain any content of any kind, whether audio or visual (including without limitation, text) that in any manner depicts, makes visible or audible or displays or identifies in any way any minor who is under the age of 13.
- Contain content that violates or infringes upon another's rights, including but not limited to privacy, publicity or intellectual property rights (including, without limitation, trademark or copyright infringement);
- Contain content that is inappropriate, indecent, obscene, profane, hateful, tortious, defamatory, slanderous, controversial or libelous;
- Contain content that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- Contain content that is unlawful, in violation of or contrary to applicable laws or regulations;
- Disparage any Program Entity or its products or services, any Program Entity's competitors or their products or services, or any other person or party affiliated with the Program;
- Contain company names, product names, brand names or trademarks other than those owned by a Program Entity, which participant has a limited license to use for this Program solely to the extent expressly permitted hereunder, if at all;
- Contain the names, likenesses, or other indicia identifying any celebrities and/or other public or private figure, living or dead, other than and solely to the extent expressly permitted hereunder;
- Contain content with which one or more Program Entities does not wish to associate itself, in its or their sole discretion;
- Have been previously submitted to a contest, broadcast on a media network or submitted to any entertainment entity that would conflict with this Program, as determined in the Program Entities' sole discretion; and/or
- Include any third party and/or person who has not expressly authorized the applicable participant to display its, his or her name, image, likeness or voice in the Submission or otherwise use such name, image, likeness or voice other than in accordance with these Program Terms and Conditions. The foregoing sentence applies without limitation to celebrities, friends and/or minors who have not obtained parental consent prior to such participation (which must be obtained and must be provided to Fox in writing at Fox's request). Notwithstanding the foregoing, even with parental consent, no Submission may contain any content of any kind that does not

comply with the first bullet point in this section with respect to minors under the age of 13.

Each participant MUST, in the sole discretion of Fox:

- Be able to provide on request, all appropriate clearances, permissions and releases for the Submission, including releases from the submitting participant (in the event the participant cannot provide all required releases, Fox reserves the right, in its sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Fox's benefit, or allow the applicable Submission to remain in the Program); and
- Comply with the Website's Terms available at <http://theroadchipsweepstakes>, as well as YouTube's Terms of Service, available at <http://www.youtube.com//terms>.

Participants who enter Submissions which violate any of these requirements may be deemed ineligible to participate in the Program and their Submissions may be void at Fox's sole discretion and shall not be displayed on the Website or YouTube. Incomplete or unintelligible Submissions will be disqualified. Fox reserves the right to determine in its sole discretion which Submissions have satisfied the participation requirements and in connection therewith, further reserves the right to remove any Submission posted on the Website should Fox determine the applicable Submission does not satisfy the participation requirements after it has been posted. **ELIGIBLE PARTICIPANTS MUST SUBMIT SUBMISSIONS IN ACCORDANCE WITH THESE OFFICIAL TERMS AND CONDITIONS. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.** There will be no notification of receipt of any Submission or Program-related materials. Assurance of delivery of Submissions will be the sole responsibility of the participants.

Fox reserves the right in its sole discretion to accept or reject Submissions that do not comply with these Terms and Conditions, including the Submission format, time, length and content limitations. You may submit as many Submissions as you like during the Submission Period. Participants must provide all information requested.

Each participant is providing his or her Submission to Fox and is not providing any of the foregoing information to YouTube.

5. **SUBMISSION EVALUATION AND GALLERY DISPLAY:** Submissions will be evaluated by Fox on an on-going basis throughout the Submission Period and Fox may in its sole discretion post any Submission on the Website or YouTube for public viewing. Fox shall not notify any participant whether or not his/her Submission will or will not be posted on the Website or YouTube. Fox in no way guarantees that any Submission will be used by Fox in any manner.
6. **REPRESENTATIONS AND WARRANTIES:** Each participant represents and warrants that his or her Submission: (i) is the participant's own original, previously unpublished, and previously unproduced work; (ii) does not contain any computer virus, is otherwise uncorrupted and is wholly original with participant; (iii) does not and will not violate any applicable laws, and is not and will not be defamatory or libelous; (iv) is in compliance with all policies, rules, regulations, terms of use and guidelines of the Website, and if applicable, YouTube; (v) is not the subject of any actual, threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof; (vi) is free and clear of any liens or claims with respect to its use in the manner authorized herein and will not give rise to any claims of infringement, invasion of privacy or publicity or claims, or infringe on any rights or interests of any third party, or give rise to any claims for any payment whatsoever, including but not limited to claims for re-use fees or residuals; and (vii) will not be used by or on behalf of participant for any purpose other than creation and submission in accordance with these official Terms and Conditions, including without limitation, use in or in connection with any commercial endeavor, including, without limitation, t-shirts, posters, or other merchandise.
7. **MATERIALS; RIGHTS IN SUBMISSIONS; PUBLICITY RIGHTS:** In consideration of a Submission being reviewed and evaluated for this Program, each participant hereby

grants to Fox and each of its licensees, successors and assigns, the worldwide, non-exclusive, perpetual, royalty-free, irrevocable, transferable, sublicensable (through multiple tiers), fully paid, universal right and license (but not the obligation) to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display and otherwise exploit for any legal purpose whatsoever, so long as it is in connection with promoting the Picture, (a) such Submission; (b) any information, biographical data, and material provided by the participant or otherwise obtained about the participant in connection with the Program; and (c) all graphics, statements, photographs and quotations of or by participant and furnished by participant as part of this Program (all of the foregoing materials, along with the Submission, are collectively referred to herein as, the "Material"), in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol. Each participant understands that his or her name and other Materials may be posted on the Website in connection with the Program. Each participant hereby acknowledges and agrees that (1) Website users may re-publish and/or share a Submission, including for example, by reblogging, (2) users who so share and/or redistribute a Submission may add text or other content in connection with a Submission, and (3) even if a participant stops using the Website, because of the social nature of each Submission, the Website and social media platforms, it may be impossible to later remove it from other websites or other locations.

8. Participant agrees that the Program Entities have no obligation to use any Submission in any manner, including without limitation posting the Submission or any Material on the Website. Each participant authorizes the Program Entities to utilize, for eternity and in any manner they see fit, the Material and to make derivative works from such Material (e.g., without limitation, to create promotional materials) so long as it is in connection with promotion of the Picture. Each participant releases the Program Entities, and their respective successors, assigns and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each participant agrees and acknowledges that participation in the Program, including, without limitation, the participant's decision to provide the Submission to Program Entities for purposes of the Program, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Program Entities and participant, does not place the Program Entities in a position that is any different from the position held by members of the general public with regard to elements of the participant's Submission, and that the only contracts, express or implied, between the Program Entities and participant is as set forth in these official Terms and Conditions and any release forms or other related documents the parties may enter. In addition, by participating in the Program and providing a Submission, each participant hereby grants permission (except where imposing such condition is prohibited by law) for the Program Entities to use participant's Submission, name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion in connection with the Picture without further compensation or consideration in any and all media now known or hereafter developed throughout the universe.
9. **NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each participant understands and acknowledges that the Program Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each participant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each participant acknowledges and agrees that such participant will not be entitled to any compensation as a result of any Program Entity's use of any such similar or identical material. Each participant acknowledges and agrees that the Program Entities and YouTube do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.
10. **RIGHTS OF PROGRAM ENTITIES:** Program Entities shall have the right and sole discretion to edit, refuse or cease to publish, transmit or otherwise distribute all or part of

any Submission whatsoever which any of them finds to be in violation of the provisions hereof, do not fully comply with all of Program Entities' requirements in connection with any and all legal clearance issues, or which any of them finds in its sole discretion to be otherwise objectionable for any reason. The Program Entities are not responsible for any materials provided by participants which are deemed harmful or offensive to others or for any harm incurred as a result of the Submission creation. The Program Entities make no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in any Submission. All statements and opinions made by participants are those of such participants only, and the Program Entities neither endorse nor shall be held responsible for the reliability or accuracy of same. Program Entities are not responsible for the content or practices of third party websites that may be linked to the Website. The Website may also be linked to websites operated by companies affiliated with Program Entities. Visitors to those sites should refer to each site's separate privacy policies and practices.

11. **INDEMNITY:** As a condition to participating in the Program, each participant shall release, indemnify, defend and hold harmless the Program Entities any third party(ies) who promote the Program and each of their respective parents, subsidiaries, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, contractors, agents and representatives (collectively, the "**Released Parties**") from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees arising out of or resulting from (i) participant's participation in the Program, and/or (ii) a breach or allegation which if true would constitute a breach of any of participant's representations, warranties or obligations herein, including without limitation, personal injury, death and property damage arising there from.
12. **GENERAL:** The Program Entities and YouTube are not responsible for any typographical or other error in the printing of the Program offer, administration of the Program or in any announcements issued in connection therewith.

If for any reason this Program is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Fox or YouTube, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Program, Fox reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Program, at which time, Fox will evaluate all eligible entries received at the time of the Program termination. The Program Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Submissions. The Program Entities are not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or Submission to be received by Fox due to technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Program or downloading any materials in this Program. The Program Entities are not responsible for incompatibility of participant's hardware, software or browser technology.

In the event of a dispute over who submitted a Submission, the natural person who is the authorized subscriber of the email account used to participate in the Program to upload the Submission will be deemed to be the participant. Fox may ask any participant to provide Fox with proof that such party is the authorized account holder of the wireless device associated with the Submission. Submission materials/data that have been tampered with or altered, or mass Submissions or Submissions generated by a script, macro or use of automated devices are void. By participating in the Program, you (i) agree to be bound by these Official Terms and Conditions, including all eligibility requirements, and (ii) agree to be bound by the decisions of Fox, which are final and binding in all matters relating to the Program. Failure to comply with these Official Terms and Conditions may result in disqualification from the Program. Fox reserves the right to: (i) permanently disqualify from any promotion it sponsors any person it believes has

intentionally violated these Official Terms and Conditions; and (ii) withdraw the online method of participation if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Program), and to evaluate and select Submissions from among all eligible Submissions received prior to withdrawal.

ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE WEBSITE OR INTERFERE WITH THE OPERATION OF THE PROGRAM, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND FOX RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

13. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Program or use of any Submission by Fox shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Terms and Conditions, participant's rights and obligations, or the rights and obligations of the Program Entities in connection with the Program, shall be governed by, and construed in accordance with, the laws of the state of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

14. **PRIVACY:** By entering and providing the required Submission information, entrants acknowledge and agree to accept terms of Fox's privacy policy, which can be found on the Website.
15. **MISCELLANEOUS:** The Terms of the Program are subject to change without notice. Void where prohibited.

**THE PROGRAM IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, YOUTUBE. YOUTUBE IS COMPLETELY RELEASED OF ALL LIABILITY BY EACH PARTICIPANT IN THIS PROGRAM.**