

Terms of Use

AMERICAN MAYHEM LIBRARY

TERMS OF USE

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Users shall not:

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S. JURISDICTIONAL AND VENUE ISSUES; GOVERNING LAW: Subject to the requirements of applicable consumer rights and other laws, You agree that any action at law or in equity arising out of or relating to these Terms of Use or the Services except for certain types of disputes described in the arbitration section, shall be filed, and that venue properly lies, only in state or federal courts located in Los Angeles, California, United States of America, and You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. CARA makes no representation that Content on the site or through the Services is appropriate or available for use in any particular location. Those who choose to access the site do so on their own initiative and are responsible for compliance with all applicable laws, including any applicable local laws.

Subject to the requirements of applicable consumer rights and other laws, these Terms of Use shall be governed by and construed in accordance with the laws of the State of California and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

These Terms of Use take effect as an agreement and separately as a notice, which limits the basis on which AM makes the Services available. No waiver of any provision of these Terms of Use by CARA shall be deemed a further or continuing waiver of such provision or any other provision, and CARA's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. In these Terms of Use, the word "including" is used illustratively, as if followed by the words but not limited to." **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY CARA, AM, VDBP OR FISHBOWL WORLDWIDE MEDIA OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR (OR THE MINIMUM APPLICABLE STATUTORY PERIOD, IF LONGER) AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**

Supply of goods, services and software through the Services is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Services, You represent and warrant that Your acquisition comports with and Your use of the item will comport with those requirements. Without limiting the foregoing, You may not acquire goods,

services or software through the AM Services if: 1) You are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if You are on the United States of America Treasury Department's Specially Designated Nationals List or the United States of America Commerce Department's Denied Persons List, Unverified List or Entity List or 2) You intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

T. AMENDMENT: Subject to applicable law, at any time, CARA may amend these Terms of Use (including by modification, deletion and/or addition of any portion thereof). If CARA makes a material amendment to these Terms of Use, it may notify You of such amendment by sending You an e-mail at the last e-mail address that You provided to AM, and/or by posting notice of such amendment on the website covered by these Terms of Use. Any such amendment to these Terms of Use will be effective thirty (30) calendar days following the earlier of CARA's dispatch of an e-mail notice to You or AM's posting of notice of the changes on the website(s). Please note that, at all times, You are responsible for updating Your personal information to provide CARA or AM Your current e-mail address. In the event that the last e-mail address that You have provided is not valid, or for any other reason is not capable of delivering to You the notice described above, CARA's dispatch of the e-mail containing such notice will nonetheless constitute effective notice of any amendment described in the notice.

U. TERMINATION: These Terms of Use are effective until terminated by CARA. You may terminate these Terms of Use at any time by discontinuing use of the Services and/or deleting Your account, however such termination in no way affects any rights granted to Cara relating to Content that You may have submitted prior to termination, all of which shall remain in full force and effect and shall be governed by these Terms of Use. CARA may immediately terminate these Terms of Use with respect to You (including Your access to the Services) in CARA's absolute discretion including, without limitation, if You breach or fail to comply with any material term or provision of these Terms of Use. Upon termination, You must cease use of the Services and destroy all materials obtained from such use and all copies thereof, whether made under these Terms of Use or otherwise. CARA has adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are infringers of copyright. Any fraudulent, abusive or otherwise illegal activity may also be grounds for termination of Your account, at CARA's sole discretion, and You may be reported to appropriate law-enforcement agencies.

V. RELATIONSHIP OF THE PARTIES: If You are a director, officer or employee of CARA, AM, VDBP, or Fishbowl Worldwide Media, Inc., or their respective parent, subsidiary or affiliated companies or an immediate family member residing in the same household of any of the preceding persons, You must disclose this relationship when You establish Your account, upload Your Content or otherwise use the Services.

You hereby appoint CARA as Your agent with full power to enter into and execute any document and/or do any act which might be necessary to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these Terms of Use. You agree that any

submissions You make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between You and CARA in any way.

W. TRADEMARKS & COPYRIGHT: AM is a trademark of ABC Television and Vin di Bona Productions. The AM website and its aggregate content, including all logos, look and feel, headers, images, content, language, and proprietary data and software are © 2012-2014 ABC Television and Vin di Bona Productions. All rights reserved.

All of the AM Services, trademarks, slogans, service marks, trade names, design including all logos, look and feel, headers, images, content, language, and slogans, data, and software are the proprietary property of AM and VDBP and/or AM's partners, affiliates, licensors or licensees, and are subsequently protected by U.S. and international copyright laws. This Content cannot be used or copied without CARA's written consent. To request permission, contact help@afv.com. Framing or iFraming the website is strictly prohibited.

CARA may change the Services or delete content or features at any time, in any way, for any reason. Except as CARA specifically agrees in writing, or as stated otherwise herein, no content from the site may be used, reproduced, transmitted, distributed or otherwise exploited in any way or on any other site, nor as part of a derivative work, except, that where the site is configured to enable the download of particular content, You may download one copy of such content to a single computer for Your personal, noncommercial home use only, provided that You (a) keep intact all copyright and other proprietary notices, (b) make no modifications to, and do not rent, lease, loan, sell, distribute, copy (except to create a single copy for Your own back-up purposes), or create any derivative works based on the site or the content, in whole or in part, and (c) do not use the content in an unlawful manner or in a manner that suggests an association with any of CARA's AM'S, VDBP's and/or Fishbowl Worldwide Media's or their partners or affiliates products, services or brands. Any business use, re-mailing or high-volume or automated use of the site is prohibited.

You acknowledge and agree that nothing in these Terms of Use shall have the effect of transferring the ownership of any copyrights, trademarks, slogans, service marks, trade names, trade dress or other proprietary rights in the Services or content or any part thereof to You or any third party, nor to authorize You to create derivative works based on the Content unless otherwise specifically authorized herein.

X. CLAIMS OF COPYRIGHT INFRINGEMENT : If you believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the "Take Down" Provision of the Digital Millennium Copyright Act ("DMCA") by providing AM's Copyright Agent at copyrightclaim@AFV.com with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or the access to which is to be disabled, and information reasonably sufficient to permit CARA to locate the material;
- Information reasonably sufficient to permit CARA to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification 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.

CARA may at CARA's election give You notice that AM has removed or disabled access to certain material by means of a general notice on the site, electronic mail to a user's e-mail address in AM's records, or by written communication sent by first-class mail to Your physical address in AM's records. If You receive such a notice, You may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter notification must be a written communication that includes the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from You under the penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which AM and/or Fishbowl Worldwide Media may be found, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

Y. CONSENT AND CHANGES TO THESE TERMS: By using the AM Services, You consent to the terms outlined above. If there are changes to the AM Terms of Use, CARA will post those changes on this page. If You have questions about this policy, contact help@afv.com.

Z. CONTENT OWNERSHIP ON WEBSITE: All content on the AM website, excluding materials where authorship is clearly attributed to AM (e.g., AM's blogs and news pages), is created by AM's members and CARA takes no responsibility for the accuracy of reviews and

other information. The community is self-policing. CARA encourages its members to research the site and to report inappropriate content and any advertising language (commercial solicitation). At no time should a member post advertising content on their or others profiles. Violating this rule could result in Your profile being permanently deleted. Inappropriate content should be immediately reported to help@afv.com.

There are a variety of places on the AM website where members can post reviews, ratings, comments, and other content. Content should be honest and not defamatory or disparaging and should not infringe upon the intellectual property rights of third parties. Any form of spam or commercial solicitation is strictly prohibited. CARA reserves the right to remove or edit Content as it deems necessary in its sole discretion. The community is self-policing, and inappropriate content can be reported at any time to help@afv.com.

AA. ARBITRATION; NO CLASS ACTIONS

Except if you opt-out or for disputes relating to: (1) Your or CARA's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); or (2) violations of provisions 6, 8, or 14 of the "Impermissible Conduct," clause above, you agree that all disputes between you and CARA (whether or not such dispute involves a third party) with regard to your relationship with CARA, including without limitation disputes related to these Terms of Use, your use of the Services, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and CARA hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf. Neither you nor CARA will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if CARA is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either CARA or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use.

You may opt out of this agreement to arbitrate. If you do so properly, neither you nor CARA can require the other to participate in an arbitration proceeding. To opt out, you must notify CARA in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out:

Vin Di Bona Entertainment, Inc. C/O Jonathan D. Moonves, Esq. 2029 Century Park East, Suite 1750, Los Angeles, California 90067

You must include your name and residence address, the email address and username you use for your AM website account, and a clear statement that you want to opt out of this arbitration

agreement.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with AM.

BB. EXCLUSIVE RELEASE AND GRANT OF RIGHTS

Without in anyway limiting the foregoing or without limiting anything contained herein, the person who owns the Content, further agrees to the following:

(PER CONTEST RULES A MINOR OWNER MUST BE AT LEAST 13 YEARS OF AGE)

In consideration of one or more of the following, such as the time and resources that AM expends in evaluating the Content that You submitted to AM, which is owned by You and/or in which You appear for possible inclusion in the Program or other CARA use , for Your desire to gain exposure for Yourself and/or the Content” , for the opportunity to be considered to compete for any award thereon, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You irrevocably grant to CARA sole and exclusive ownership of all right, title and interest in and to the Content, (excluding any music owned by third parties, if any) regardless of the medium or method that You used to submit the Content to AM, or the medium or method by which the recording was made.

Without limiting the foregoing grant of rights, You understand and agree that Your grant to CARA specifically includes the exclusive right, license and permission to freely utilize and exploit the Content and/or any portion(s) thereof in any manner whatsoever. In addition You grant CARA the right to use Your name, voice, likeness, biographical information, appearance and performance in and in connection with the Content and/or the Programs, as “Programs” is defined below (collectively, the “Personal Rights”). Your grant to CARA includes use of Your Personal Rights and any use CARA may make of the Content, including, without limitation, any use of the Content in and/or in connection with any version of the Program AM, and/or any other program(s), format(s), production(s), compilation(s), service(s), licensing, and/or exploited as an individual clip or part of a larger compilation of clips or portions or elements thereof, commercials, commercial tie-ins, product endorsements, product merchandising and/or merchandising of any kind, whether or not related to “AMERICAN MAYHEM,” and also includes, without limitation, the right to use the Content and the Personal Rights to publicize, advertise and promote the Content and/or any and all of the Programs and/or broadcaster’s or other applicable exhibitor’s or transmission entity’s respective programs, products or services, including transmission by satellite and over the Internet (collectively the “Programs”) in any and all media, whether now known or hereafter devised, including, without limitation, all forms of home video (including, but not limited to, videocassettes, DVDs, digital recordings or transmission, etc.); theatrical motion pictures; compilations; printed media; the Internet, websites and any and all digitized versions (including, without limitation, any sponsored or commercial use in connection with online banner, “preroll,” “postroll,” and/or targeted advertising, graphic overlays and watermarking (and any other modifications or edits to the

Content itself) digital and electronic devices (including, but not limited to gaming devices such as entertainment stations and handheld devices, such as, Nintendo, Playstation, Xbox, Gameboy, DS, PSP, and cell phones, tablets, etc.); all new media and future technologies and all forms of television, (e.g., free, pay, pay-per-view, cable, satellite or otherwise) throughout the universe in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing (all of the foregoing, collectively, "Commercial Rights"), all at Cara's sole unlimited discretion. You also understand and agree that CARA may sell, assign or license the rights hereunder (in whole or in part) to any third party in its sole discretion and without providing any further consideration to You.

You are aware and acknowledge that new or changed rights and technologies, uses, media, modes of transmission, distribution, dissemination, exhibition or performance are being developed and will continue to be developed, discovered or recognized in the future, which may offer or create new rights and opportunities to exploit the Content and the Personal Rights (the "New Exploitation Rights"). You hereby grant and convey to CARA without reservation, any and all New Exploitation Rights in and to the Content and to the Personal Rights, regardless of whether or not You are currently aware of or can foresee such uses.

You understand that CARA has not promised or given any assurances that You will receive any prize or other compensation or as to whether or not the Content or any portion thereof, is or will be included in any Program(s) or otherwise utilized, or that any portion of the Personal and/or Commercial Rights are or will be in any way exploited. You understand that any opportunity for the Content to compete to win a prize is governed by the AMERICAN MAYHEM Official Contest Rules ("Rules") and that such Rules are available for Your review at the www.americanmayhem.tv website and You understand that upon Your request to AM at the address provided above, You have been or will be provided with a printed copy of the Rules. You also understand and accept that the Rules may be updated or changed from time to time at the sole discretion of CARA. The Rules are incorporated into this agreement by this reference. You also agree that in the event CARA receives any inquiry from a government agency or process from a court with jurisdiction over CARA or AM in regard to the Content, its contents, any prize awarded in connection with the Content and/or Your submission of the Content, CARA may supply a copy of the Content and any information regarding the Content and its submission, as well information regarding any prize awarded thereon in response to such inquiry or process. Further, You agree that the Content may be cut, edited, modified, added to, subtracted from, arranged, rearranged, shortened and revised for any reason and in any manner which CARA may in its sole absolute discretion determine, including without limitation, for reasons including for content, presentation and time, and to the extent decided by CARA in its sole discretion, if at all, CARA may also add or modify the sound effects, music, voices, including host voiceovers and/or other elements of the Content, and they may use, adapt and modify the Content and/or the use of the Personal Rights or any portion or element of the foregoing and combine it with other materials in any Program(s) or otherwise at their discretion. You hereby expressly waive on Your behalf, and on behalf of Your heirs, executors, administrators and assigns, any so-called "moral rights," "droit moral" and any similar rights, laws and legal principles that may now or hereafter be recognized.

You hereby release, discharge and hold harmless CARA, its subsidiaries, affiliates, employees, officers, principals and directors licensees, grantees, successors and assignees, the Program(s) broadcasters, American Broadcasting Companies, Inc. ("ABC"), each of their respective parent, subsidiary and affiliated entities, and the respective officers, directors, employees and representatives of any of the foregoing (collectively "Releasees") from and against any and all claims, whether at law or in equity, that You may have at any time (whether or not You are aware of any such claims), including, without limitation, claims for breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal or state laws arising from Your submission of the Content to AM and the exploitation of any or all of the rights granted to CARA hereunder, including, without limitation, the rights to the Content, the Commercial Rights and the Personal Rights (collectively, the "Released Claims"). The Released Claims shall include, without limitation, any claim relating to, arising from or in connection with: (i) any use, exploitation or exercise of any right(s) granted hereunder (ii) Your participation in any contest and/or sweepstakes and/or the operation and/or procedures implemented in connection with any such contest and/or sweepstakes, including without limitation, contest rules, voting procedures and results, contestant and voter eligibility, determinations of the judges, audiences and/or producers, selection of winners, the awarding of any prize, disqualification decisions, any prior or disparate exposure of the Content or other videos competing for any award or prize, and any and all other matters in connection with any contest and/or sweepstakes; (iii) the public dissemination and/or distribution of the Content including, without limitation, any claim resulting from the piracy or other unauthorized distribution, duplication and/or display of the Content by third parties; (iv) the loss of the Content and/or the failure of the Content to be properly or timely displayed to the public for any reason including, without limitation, whether as a result of technical difficulties, equipment failure, inadequate capacity, system overload, excess traffic, human error, malicious actions or for any other reason whatsoever (v) any Program preemptions (national and/or local, including, without limitation, the market in which You reside) and/or alternate airdates and times, if any, of any fully or partially pre-empted episodes (including, without limitation, any "call-to-vote" episodes), which alternate airdates (if any) may or may not be announced in advance and may or may not draw the same number of viewers as the originally scheduled date and time; and/or (vi) the negotiation or execution of this agreement, including but not limited to, any claims based upon allegations of duress, undue influence or the like.

You understand and agree that all rights You may have under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar common law or principle of similar effect, are hereby expressly waived. You acknowledge and understand that said section reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

You acknowledge that You may hereafter discover claims in addition to the ones released in this agreement, and You hereby expressly release CARA from any such unknown and/or unsuspected claims.

You understand that nothing shall require CARA or AM to include You, anyone affiliated with You or the Content in any Program or to broadcast or otherwise exhibit the Program(s) in any media and that all such matters are within CARA'S sole discretion. You acknowledge that, in the event of a breach of this agreement by CARA or any third party, the damage, if any, caused to You thereby will not be irreparable or otherwise sufficient to entitle You to seek or obtain injunctive or other equitable relief. You acknowledge that Your rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and You will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Programs, the Content or any allied rights granted herein with respect thereto, nor to revoke or otherwise impair any of the rights granted to CARA herein.

(i) You represent and warrant that the events in the Content purport to be spontaneous and not staged. If the events in the Content are not spontaneous or were staged, You will provide circumstances surrounding the events in the video in a separate document.

(ii) You affirm that You have never submitted nor granted any right to the Content to any other television or media entity, any website or internet service or operator/provider or to any third party, except, that to the extent You have submitted the Content to such a third party, You will provide CARA with detailed information in a separate document.

You represent and agree that from the date of Your submission of the Content to AM, You shall not ever submit, or attempt to grant any rights in or to the Content, to any other party including without limitation, any television or media entity, except by private transmission to Your family solely for their own private use with no other rights granted to the Content, and except to social media sites (e.g., YouTube and Facebook) for the sole purpose of posting on such social media site with no other rights in the Content granted to such site, and subject to CARA's rights to remove or have removed the Content pursuant to the Rules. If requested by CARA, You will use Your best efforts to remove the Content (and revoke or rescind any rights to the Content previously granted) from any other website or television program or any other media outlet or where You are aware that the Content is posted. You have not and agree not to take any action that will impair the rights granted to CARA. You acknowledge and agree that CARA or AM may at any time eliminate or disqualify any Content from any contest or use based on rights previously granted or prior exhibition.

You represent and warrant that You have not violated and will not violate any provisions of Section 507 of the Federal Communications Act which makes the acceptance of payment of money or other consideration for the inclusion of matter

in a program a criminal offense in violation of Section 507.

You represent and warrant that:

(1) a) You are the sole and exclusive owner of the Content because (i) You shot the Content or (ii) You are the submitter of the Content and the shooter of the Content has transferred all copyright in the Content to You.

b) You have the full right and authority to enter into this agreement and to grant all rights granted herein and

c) You have not granted to any third parties any rights to the Content except as specifically disclosed in writing in this Release or as disclosed in writing to CARA and You agree that You will not take any action to impair the rights You are granting hereunder;

(2) the making, exhibition, distribution and/or other exploitation of the Content in connection with any Program(s) does not violate or infringe the rights of others or constitute a defamation or invasion of Your or their privacy or right of publicity;

(3) You have not falsely identified any individual involved in the shooting of the Content or any individual whose appearance or voice is incorporated in the Content;

(4) You have obtained all necessary consents and permissions required for CARA to exploit the rights granted to it hereunder including, inter alia, any and all intellectual property rights of third parties, all personal appearance/ privacy consents and or releases of anyone identifiable in the Content, all location rights and/or releases, and any other rights and/or releases necessary for Cara to fully exploit the rights granted hereunder (excluding any music owned by any third parties, if any) and that all executed third party consents and/or releases which You provide to AM contain true and accurate contact information for the signing party(ies) and have been actually signed by the legal owner of the rights being granted hereunder pursuant to such consents and/or releases and

(5) the Content and its use by CARA does not fall under the jurisdiction of any guild or union (for example, the DGA, SAG-AFTRA, the WGA, etc.). You hereby agree to indemnify, defend and hold CARA and its subsidiaries, affiliates, r licensees, grantees, successors and assignees, the Program(s) broadcasters, ABC, their respective parent, subsidiary and affiliated entities and the respective officers, directors, employees and representatives of each of the foregoing entities, companies, and organizations and any and all other related person(s) or entity(ies), harmless against any and all losses, claims, debts, demands, liabilities, attorneys' fees and expenses, and all other damages or costs arising from or related to: a) any breach of the representations or warranties made herein or the falsity of any of such representations or warranties, including, without limitation, any and all claims by third parties that their signature(s) has or have been forged or otherwise obtained by any improper means, and b) the use by Releasees of any of the rights and permissions You have granted herein, and c); and any act or omission by You in connection with Your submissions or application for or an appearance in the Program.

You understand and agree that employees of CARA and American Broadcasting Companies,

Inc., The Walt Disney Company, their parent, subsidiary, and affiliated companies and anyone involved in the production, or administration of the contest, as well as immediate family/same household members of anyone so employed or engaged are not eligible for prize awards.

You represent that You are not (and to the best of Your knowledge, that any person appearing in the Content is not) a candidate for public office and will not become such a candidate for Eighteen months from the date You submit the Content.

You understand and agree that CARA may assign its rights hereunder in whole or in part to any person, firm or corporation, and such rights may be assigned again by any assignee thereof. You understand and agree that You may not grant or purport to grant to any third party the rights granted to CARA under this Release. This Release will be governed by and construed under and in accordance with the laws of the State of California. Except for certain types of disputes described in the arbitration section of the Terms of Use, You hereby consent and agree to the exclusive jurisdiction of the federal and state courts of the State of California located in the County of Los Angeles, in connection with any lawsuit, action or proceeding arising out of or related to this agreement, the use of the Content, and/or to any rights granted hereunder

You agree to execute any additional documents which CARA may from time to time submit to You to evidence, establish, maintain, protect, enforce or defend CARA's exercise and full exploitation of any of the rights You have granted herein including without limitation, all right, title and interest in and to the Content or any portion or element thereof. If You fail to execute and deliver such documents, IT NO WAY INVALIDATES THE RIGHTS GRANTED HEREIN and further, You hereby appoint CARA as Your attorney-in-fact, with full right of substitution and delegation, to execute any such documents in Your name and on Your behalf to effectuate the purpose of this agreement, such power being irrevocable and coupled with an interest.

You shall be responsible for and warrant that You will pay all local, state and federal taxes on any prize that You may win. You release CARA, AM its, licensees, successors and assigns from all liability for any such taxes. You may deduct or require payment of any such tax before delivery of any prize.

This agreement constitutes the entire understanding between You and CARA, and supersedes all prior negotiations, understandings and agreements, whether written or oral, pertaining hereto and cannot be modified except in a written document signed by CARA and You. Any waiver of any term of this agreement in a particular instance shall not be a waiver of such term for the future. If any provision, term or condition of this agreement is held invalid or otherwise unenforceable, the validity and enforceability of the remaining provisions, terms and conditions shall not be impaired thereby. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively.

You declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by You in this agreement are true and correct, that the name below is Your legal name, and that the signature below is Your legal signature.

You understand and are bound by all terms contained in this agreement. Further, You understand that neither CARA nor AM would further evaluate the Content without this agreement and that should CARA or AM include the Content or any portion thereof in any Program(s) or exercise any other rights granted hereunder, it will be doing so in reliance on this agreement.

(PER CONTEST RULES A MINOR OWNER MUST BE AT LEAST 13 YEARS OF AGE)

IF YOU, THE OWNER OF THE CONTENT, ARE BETWEEN 13 AND 18 YEARS OF AGE, YOU MUST HAVE YOUR LEGAL GUARDIAN READ AND AGREE TO THE FOLLOWING:

I, the parent or legal guardian (referred to as "I" or "Guardian") represent and warrant that I am either: (i) the parent (with sole or shared custody, as applicable) or (ii) the legal guardian of the minor child (the "Minor") (who is a User of the Services) and that I have the legal capacity to enter into irrevocable, binding agreements on behalf of the Minor. , I, both individually and on behalf of the Minor and as the Minor's parent or legal guardian, agree to be bound by all of the provisions of this agreement. As a material part of the consideration inducing CARA to enter into the foregoing agreement with the Minor for use of the Content and the possible benefits arising therefrom, I hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, releases and obligations contained in the agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of Minor's name, likeness, and voice as provided in the agreement, in and in connection with the production, distribution, exhibition, exploitation and promotion of the Program; and irrevocably guarantee and warrant that Minor will not disaffirm or disavow the agreement on the grounds that Minor is a minor at the date of the execution thereof, or on any other similar grounds.

This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the agreement, and to the agreement as modified by any waiver. If CARA elects to seek Court approval of this agreement, I, in consideration of the execution of the agreement by CARA, further agree to cooperate with CARA to secure the approval, by a Court of competent jurisdiction, of the agreement. I agree to indemnify and hold the Releasees (as defined in the agreement) harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorneys' fees which may arise from the breach or alleged breach by Minor or Guardian of the foregoing.

While You may be requested to complete additional documents in connection herewith, any failure to complete such documents as so requested by CARA or its associates in no way limits, voids, relinquishes, modifies, or diminishes the rights herein granted.

THIS IS A LEGAL DOCUMENT. YOU AGREE THAT, SUBJECT TO THE TERMS HEREIN, YOU ARE EXCLUSIVELY TRANSFERRING ALL YOUR RIGHTS IN THE

SUBMITTED CONTENT TO THE PRODUCER OF AMERICA'S FUNNIEST HOME VIDEOS, ITS PARENTS, AFFILIATES AND/OR ASSIGNS, IN PERPETUITY, IN ALL MEDIA, THROUGHOUT THE UNIVERSE.

By clicking "SUBMIT" You agree that You have read the above and agree to the terms therein.