

PARTICIPATION AGREEMENT

FACETS' CHICAGO INTERNATIONAL CHILDREN'S FILM FESTIVAL

The Submitter must read and agree to our Participation Agreement and Rules and Regulations for the Chicago International Children's Film Festival. This agreement is legally binding. The Participation Agreement is to be considered a part of the Rules and Terms is hereby incorporated by this reference. All references to the Rules and Terms shall also expressly include reference to the Participation Agreement. In the event of any conflict between the Rules and Terms and the Participation Agreement, the language in the Participation Agreement shall govern.

Usage and Intellectual Property Rights

Upon the submission of the submitted film, you hereby irrevocably grant us the right on a no-fee basis to view and review the film to evaluate its acceptance into the festival. Additionally, you hereby irrevocably grant us the right on a no-fee basis to retain copies of the submitted film, if your film is not selected, to evaluate its acceptance into our Festivals in subsequent years subject to your consent, such consent not to be unreasonably withheld, delayed, or conditioned.

Upon the submitted film's acceptance into the Festival, you hereby irrevocably grant us the following license rights on a no-fee basis to the submitted film subject to your consent, such consent not to be unreasonably withheld, delayed, or conditioned:

- a. the right to display and exhibit the film as part of the Festival at multiple in-person locations;
- b. the right to display and exhibit the film virtually, through a streaming platform, to viewers throughout the United States as part of the Festival (subject to the exception in Section c. below, we will take all commercially-reasonable steps to prevent viewers outside the United States from accessing our platform);
- c. the right to display and exhibit the film virtually, through a streaming platform, to certain film industry professionals throughout the world as part of the Festival and for a period of twelve months following the Festival;
- d. the right to show portions of the film for promotional purposes, on both virtual and in-person bases;
- e. the right to provide screeners of the film to the press;
- f. the right to display and exhibit the film for educational use, both virtually and in-person;
- g. the right to display and exhibit the film for public screenings at venues throughout the United States for a period of twelve months following the Festival, as part of touring festival programs;
- h. the right to include the film in a DVD or other digital compilation to be sold by us for fundraising purposes; and
- i. the right to retain any and all revenues from ticket sales, merchandise, rental fees, and sponsorship associated with the film's participation in the Festival or any associated events.

Subject to the license right you granted us hereunder, you shall retain all right, title, and interest in the Film, and all rights not expressly granted herein are reserved to you.

Representations, Warranties, and Covenants

You hereby represent, warrant, and covenant that: (i) you are the sole and exclusive owner of all intellectual property rights to, and interests in, the submitted film(s); (ii) you have all rights, titles, licenses, intellectual property rights, permissions, and approvals necessary to agree to the Rules and Terms, to perform your obligations under the Rules and Terms, and to grant to us, FACETS, the rights granted under the Rules and Terms; (iii) you have not done or caused to be done, or omitted to do or caused to be omitted to be done, any act that has resulted or might result in the abandonment or impairment of such right, title, interest, license, intellectual property right, permission, or approval; (iv) the submitted film(s) does not infringe any

copyright or other right or constitute the misappropriation of any trade secret of any third party; (v) no third party has any right, title, or interest in or to the submitted film(s); and (vi) all rights granted hereunder are and will be free and clear of liens, encumbrances, or claims of every kind and all royalty and license fees required now or in the future to be paid in connection therewith have been or will be paid by you.

You hereby represent, warrant, and covenant that you have the full right, title, and interest in and to the copyright or copyrights in the submitted film(s) and that you have not done or caused to be done, or omitted to do, or caused to be omitted to be done, any act which has resulted or might result in the abandonment or impairment of such right, title, and interest, and will not do so during the term.

Liability

We will not be liable to you for any special, punitive, consequential, incidental, or exemplary damages (including lost or anticipated revenues or profits relating to the same or attorneys' fees) arising from any claim relating to the Rules and Terms or any of the license rights granted hereunder or the performance of, or failure to perform, any obligation under this Rules and Terms, whether such claim is based on warranty, contract, tort (including negligence or strict liability), or otherwise, and regardless of whether such damages are foreseeable or one of your representatives has been advised of the possibility or likelihood of such damages. OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH IN THE PRECEDING SECTION (REPRESENTATIONS, WARRANTIES, AND COVENANTS) AND THIS SECTION (LIABILITY), EACH PARTY SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBMITTED FILM(S) OR THE RIGHTS GRANTED PURSUANT TO THE RULES AND TERMS.

Indemnification

You shall indemnify and hold harmless FACETS from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees and costs) related to the Rules and Terms or to the extent arising from the (i) violation by you of any right of a third party, or (ii) your failure to comply with the Rules and Terms or any laws, rules, or regulations, provided in each case that we, FACETS, (A) promptly notify you in writing of any such suit, and (B) cooperate at all times with you in connection with your defense at your reasonable expense.

Mediation and Arbitration

In the event of any controversy or claim arising out of, or relating to, the Rules and Terms, or the breach thereof, the parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a resolution satisfactory to both parties. If the two parties do not reach settlement within a period of 30 days, then we, FACETS, may initiate mediation proceedings. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of, or relating to, the Rules and Terms shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Governing Law and Venue

The Rules and Terms shall be governed by, and interpreted in accordance with, the laws of the state of Illinois, and any action, claim or suit initiated in connection with the Rules and Terms shall be prosecuted exclusively within the courts of the state of Illinois located in Chicago, except where exclusive federal jurisdiction applies, in which case an action, claim or suit initiated in connection with the Rules and Terms shall be prosecuted in U.S. District Court for the Northern District of Illinois.

Assignment

You shall not assign or delegate the Rules and Terms, or any rights, entitlements, duties, and obligations arising from them, in whole or in part, without our prior written consent, and any attempted assignment by you without consent shall be null and void and shall entitle us to terminate the Rules and Terms upon written notice of termination.

Entire Agreement

The Rules and Terms constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

Severability

If any clause or provision of the Rules and Terms is illegal, invalid, or unenforceable under applicable current or future laws, then it is the intention of the parties that the remainder of the Rules and Terms shall not be affected but shall remain in full force and effect.

Headings

The headings of the sections of the Rules and Terms are inserted for convenience only and shall not be deemed to constitute part of the Rules and Terms or to affect the construction thereof.

Rights to Our Intellectual Property

You acknowledge that you have no rights to make use of our intellectual property (including, but not limited to, our name, our logo, or any trademarks belonging to us) without our express written consent.