

Modelland Holdings, LLC (the “Sponsor”)
Modelland Los Angeles Talent Search (“Talent Search”)
Terms and Conditions

1. **AGREEMENT TO RULES:** By participating in the Talent Search, you agree to be fully and unconditionally bound by the terms in this Talent Search agreement (the “Rules), including the Rules as may be amended, modified, and/or supplemented, in the sole and absolute discretion of the Sponsor, and you represent and warrant that you meet all eligibility requirements set forth in Section 2 of the Rules.
2. **ELIGIBILITY:** The Talent Search is open only to individuals who (i) follow the Sponsor on Instagram during the designated Search Period (defined below); (ii) are legal residents of the United States; (iii) are eighteen (18) years of age or older as of the date of entry or otherwise be over the age of thirteen (13) with Parent or Guardian who consents to such participation and has executed a standard Parental Consent and Guarantee form before you participate in any casting sessions; (iv) have a current, valid, and public Instagram account; (v) agree to all of Modelland’s terms and conditions applicable to this talent search www.model-land.com/termsandconditions.pdf; (vi) reside in Los Angeles, California or lawfully relocate to Los Angeles at the individual’s sole cost, if selected (Sponsor does not pay for travel or living expenses); (vii) are willing to provide contact information and additional information, photos and/or videos if contacted and requested to do so by the Sponsor in connection with the Talent Search; and (viii); agree that the submitted images and videos may be used in a wide range of media and uses as part of the Modelland experience and related marketing campaigns;(ix) agree to these Rules and agree to execute any further documents required by Sponsor in connection with participation in the Talent Search. Failure to meet all eligibility requirements may result in an individual’s disqualification from the Talent Search, in the sole and absolute discretion of the Sponsor.
3. **HOW TO ENTER:** The Talent Search shall begin on such date as shall be specified on Sponsor’s official Instagram page, and shall continue until such date as shall be determined solely by the Sponsor (the “Search Period”).

If you meet all eligibility requirements in Section 2 of the Rules, you can enter the Talent Search by posting a photo to your own Instagram account, using the hashtag associated with the character you feel you best represent. The hashtags are found in every character description on the Sponsor’s official Instagram page.

Only eligible entries actually received in compliance with these Rules will be included in the Talent Search. Failure to comply with these Rules may result in disqualification from the Talent Search, in the sole and absolute discretion of the Sponsor.

4. **TALENT SELECTION / FINALISTS:** The Sponsor, or a representative selected by the Sponsor, whose decisions shall be final in all matters relating to the selection of talent, may, from among all eligible entries and at times designated solely by the Sponsor, identify certain individuals from whom more information may be required in connection with the Talent Search, including but not limited to, additional photos and/or videos, or may select certain individuals to receive an invitation to participate in a live call back session in Los Angeles, California (or such other location as may be determined by the Sponsor, in the Sponsor's sole and absolute discretion). Any individual unable or unwilling to provide the Sponsor with any requested additional information, including additional photos and/or videos, or refusal to participate in any live call back session upon invitation, may be deemed ineligible to continue participating in the Talent Search. If any individual is selected as a finalist in the Talent Search, such individual: (i) shall be deemed to have agreed to a holding period until December 31, 2019 while all finalists are selected in order to secure such individual's availability to render services and/or contribute materials to Sponsor's projects; and (ii) shall execute a standard Modelland engagement agreement if so selected. The Sponsor reserves the right to disqualify any individual for any reason whatsoever and may refuse to select any individual who is ineligible or has violated any rule, gained unfair advantage in participating in the Talent Search, or obtained any special status using fraudulent means.

5. **RIGHTS GRANTED BY YOU / NAME AND LIKENESS RELEASE:** By entering this Talent Search, you are providing permission to anyone acting on behalf of Sponsor, and its licensees, successors and assigns, and you understand that anyone acting on behalf of Sponsor, including its licensees, successors and assigns, will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter devised, in perpetuity and throughout the Universe, without condition, limitation or restriction, whatsoever, your submission(s), including, without limitation, your name, portrait, picture, photo, image, video, voice, likeness, image or statements made by you about the Talent Search, and your biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes, including in connection with Sponsor's projects, without notice or any compensation.

6. **CONFIDENTIALITY AS TO NON-PUBLIC INFORMATION:** You agree not to use any Confidential Information obtained as a result of your participation in the Talent Search for any purpose other than your participation in the Talent Search. "Confidential Information" means any and all non-public, confidential, or proprietary information and any ideas in whatever form, tangible or intangible, pertaining in any manner to the business of Sponsor, its owners, members, managers, officers, directors, employees,

clients, consultants, business associates, partners or joint-venturers. Confidential Information shall also include, but is not limited to, concepts and ideas for the Sponsor's business, projects, products or services, any information related to the Sponsor's business and current, future and proposed projects, products and services, business plans and strategies, marketing plans and strategies, pricing policies, financial information, sales information, designs, materials, contacts, current and prospective customers, suppliers, and vendors, operational methods, and information concerning the Talent Search. In addition, the parties acknowledge and agree that Company's Confidential Information shall include, without limitation, all personal and business information related to the principals of Sponsor.

7. GENERAL: All federal, state, provincial and local laws and regulations apply. Void where prohibited by law. Each and every individual who participates in the Talent Search agrees to release, defend, indemnify and hold harmless Sponsor, its officers, employees, directors, parent and related companies, affiliates, subsidiaries, and all other companies participating in the design, administration or fulfillment of the Talent Search (collectively, "Released Parties") from liability of any kind or nature for any injuries, damages or losses of any kind or any other costs or expenses resulting from participation in this Talent Search, or acceptance, possession or use, misuse or awarding of a prize or parts thereof, including, without limitation, any injury, damage death, loss or accident to person or property. The Released Parties are not responsible for any printing, typographical, mechanical, human or other errors in these Rules, in the administration of the Talent Search, in the announcement of the finalists, and/or in any advertising or other associated searchable materials in connection with the Talent Search. Further, the Released Parties are not responsible for technical, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, dropped dial-up internet connections, interrupted broadband, cable, or wireless internet connections, cell phone dropped calls, unauthorized human intervention, traffic congestions, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict an individual's ability to enter the Talent Search, including any injury or damage to an individual's or any other person's phone or other electronic computing or telephone equipment, or other matter relating to or resulting from participation in this Talent Search. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Talent Search should any causes beyond its reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Talent Search and no compensation will be payable. ANY PERSON ATTEMPTING TO DEFRAUD SPONSOR OR IN ANY WAY TAMPER WITH, DAMAGE OR UNDERMINE THE

LEGITIMATE OPERATION OF THE TALENT SEARCH WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PROSECUTION.

All personal information collected will be treated in a manner consistent with Sponsor's privacy policy, which is located at www.model-land.com/termsandconditions.pdf.

8. **GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of individual participants, Sponsor or the Released Parties in connection with the Talent Search will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

9. **ARBITRATION OF DISPUTES:** All controversies, claims or disputes between the parties to these Rules arising out of or related to the Talent Search, these Rules or the interpretation, performance or breach thereof, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties, and the determination of the scope or applicability of this agreement to arbitrate ("Dispute") shall be resolved according to the procedures set forth below, which shall constitute the sole and exclusive dispute resolution mechanism hereunder. All Disputes shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to either the JAMS Streamlined (for claims under Two Hundred Fifty Thousand US Dollars (\$250,000)) or the JAMS Comprehensive (for claims over Two Hundred Fifty Thousand US Dollars (\$250,000)) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor ("JAMS") in effect at the time the request for arbitration is made (the "Arbitration Rules"). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry. Judgment upon the award may be entered in any court of competent jurisdiction. The parties shall be responsible for payment of their

own attorneys' fees in connection with any Dispute and/or proceedings under this Arbitration clause.

10. MISCELLANEOUS: This Talent Search is in no way sponsored, endorsed or administered by, or associated with Instagram. In the event that any provision of the Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Rules will not constitute a waiver of that provision. For participants in the Talent Search, to the extent there is a conflict between these Rules and any terms of use or other agreement posted on the Sponsor's website or official Instagram page, these Rules control.