

By participating in the Secret Warriors Social Initiative at San Diego Comic-Con, you (“Participant”) or your parent/legal guardian, if you are deemed a minor in your place of residence, hereby agree to the following:

PHOTO REQUIREMENTS, RESTRICTIONS AND LICENSE:

a) Participants (or Participant’s parent/legal guardian, if Participant is deemed a minor in the place of his/her residence) agree to and understand that the Photo will be made available to the public, including without limitation, posting on the Internet. Whether or not the Photo is published on the Internet, Marvel Entertainment, LLC (“Marvel”) and ABC Studios (“ABC”) make no representation or warranty regarding the confidentiality of any Photo.

b) Each Photo must be taken by Participant and be an original creation of the submitting Participant. The Photo must be under no restriction, contractual or otherwise, that will prevent Released Parties’ (defined below) use of the Photo and each Photo must be free of any and all liens, encumbrances and claims of third parties. Participant (or Participant’s parent/legal guardian, if Participant is deemed a minor in the place of his/her residence) acknowledges, agrees, represents and warrants that, nothing in the Photo infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Participant absent a suitable license, clearance or permission agreement (proof of which may be required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured from anyone appearing in the Photo or any person or entity with any rights in or to the Photo. Participant (or Participant’s parent/legal guardian, if Participant is deemed a minor in the place of his/her residence) agrees to indemnify and hold harmless each of the Marvel, ABC and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting this initiative, and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors, members, employees, agents and subcontractors (collectively, the “Released Parties”), from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by Participant of these Official Rules or the warranties and representations made by Participant herein. Modifying, enhancing or altering a third party's preexisting work does not qualify as Participant's original creation.

c) By uploading the Photo the Participant (or Participant’s parent/legal guardian, if Participant is deemed a minor in the place of his/her residence) grants Marvel and ABC, for

no additional compensation other than entry into the initiative, a non-exclusive, royalty-free, worldwide, perpetual license to publish, make available to the public, reproduce, edit, modify, exploit, make derivative works from or otherwise use the Photo through any and all media available at any time during, or after, the promotion period on any related websites, in any promotional materials, whether related or un-related to the promotion, and at any other location, whether physical or online, that Marvel or ABC, in its sole discretion, deems appropriate. In addition, Participant (or Participant's parent/legal guardian, if Participant is deemed a minor in the place of his/her residence) warrants that any so called "moral rights" in the Photo have been waived and Participant acknowledges and agrees that Marvel or ABC may use any ideas from any Photo or other submitted materials, whether or not Participant has been awarded a prize in connection with any such Photo or other materials. Participant (or Participant's parent/legal guardian, if Participant is deemed a minor in the place of his/her residence) agrees to release, defend, indemnify and hold harmless each of the Released Parties from all claims, demands, and causes of action of any nature whatsoever which Participant or Participant's heirs, representatives, executors, administrators, or any other persons acting on Participant's behalf or on behalf of Participant's estate, have or may have by reason of: (i) any Released Party's exercise of any rights granted by Participant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Released Parties' use of the Photo and any portion thereof, or the likeness of any natural person therein.

d) Participants are responsible for securing necessary permissions and licenses for any materials contained in the Photo.

PHOTO RESTRICTIONS

Photo must be taken by Participant and not contain material that:

- a) Contains or depicts someone smoking or intoxicated;
- b) Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- c) Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- d) Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Marvel or ABC;
- e) Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
- f) References persons or organizations without their written permission;
- g) Disparages any persons or organizations;
- h) Includes threats to any person, place, business, or group;
- i) Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations;
- j) Contains anything that is determined to damage or diminish the goodwill of the Released Parties, as determined by such entities solely in their respective discretion; or
- j) Does not comply with the terms or conditions or guidelines posted on the applicable social media platform.