

**WHO SAVED WHO “ALPHA” MOSAIC
TERMS AND CONDITIONS**

These Terms and Conditions apply to Columbia TriStar Marketing Group, Inc.'s (“CTMG”) social media promotion to collect and utilize photographs of dogs with or without their owner (“Photograph”) for use in a mosaic digital and printed movie poster (“Poster”), social media sharing and displaying in a fan gallery, for the marketing and promotion of the motion picture “Alpha” (“Promotion”).

To submit your Photograph, post it on Twitter, Instagram or Facebook with both of the following hashtags: **#UseMyAlphaPic** and **#WhoSavedWho**. To qualify for inclusion in the Promotion, you must be over the age of 18 and living in the United States. Your Photograph must have a picture of your dog. You may be in the Photograph as well, but only you and no other individuals. If your Photograph has a child under the age of 18 in it, we will require the child's parent or guardian express consent and may private message you to obtain it. You may submit more than one Photograph. By submitting your Photograph via social media post, you consent to the collection, processing and use of your personal data in accordance with our [Privacy Policy](#).

The content of the Poster, our websites and all copyrights, trademarks, service marks, trade names and all other intellectual property rights therein are owned by CTMG and are protected by applicable intellectual property laws. You acknowledge, understand and agree that you shall not have, nor be entitled to claim, any rights in and to the Poster, websites and/or any portion thereof.

Do not submit any Photograph that depicts animal abuse or mistreatment, or depict anything unlawful, pornographic, obscene, defamatory, libelous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive, that encourages criminal conduct, is misleading or deceptive, or that gives rise, or potentially gives rise, to civil or criminal liability, or that violates any applicable laws, or that infringes or violates other parties' intellectual property, publicity, or privacy rights.

By submitting your Photograph, you expressly acknowledge and agree that you are the rightful owner of the Photograph, the dog and any other content depicted. When you submit your Photograph, you automatically grant to CTMG and its affiliates, an irrevocable, perpetual, worldwide, unconditional, unrestricted, fully-paid, royalty-free, transferable, assignable, fully sublicenseable to multiple tiers of sublicensees, non-exclusive right and license to print, publicly display (digitally, including but not limited to the internet and social media, and in physical format for display publicly, for a commercial purpose), publicly perform, distribute, communicate, store, host, cache, maintain, broadcast, cablecast, webcast, reproduce, edit, modify, delete, create derivative works of any type, and/or otherwise use your Photograph to create the Poster and commercially exploit the Poster, which may also include in association with your name, in any manner, medium or form, without the requirement for any compensation to you or anyone else, or the need to require additional consent from you or anyone else. To the extent permitted by law, you expressly waive all moral rights you may have in respect of your Photograph.

You agree to indemnify and hold harmless CTMG and its affiliates and its and their respective officers, directors, employees, representatives, licensees, authorized designees, successors and assigns from any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable outside attorneys' fees and costs) that such parties may incur as a result of or arising from your Photograph.

Notwithstanding anything to the contrary herein and to the maximum extent permitted by law, you hereby irrevocably waive any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of any CTMG or any CTMG affiliate-related motion picture, production or project, or the use, publication or dissemination of any advertising or promotion in connection with such motion picture, production or project, including but not limited to the Poster.

THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES OF AMERICA WITHOUT REGARD TO ANY CHOICE OF LAW OR CONFLICT OF LAWS PRINCIPLES, REGARDLESS OF WHERE YOU LIVE. ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS SHALL BE SUBMITTED TO BINDING ARBITRATION, TO BE HELD IN LOS ANGELES COUNTY, CALIFORNIA. THE ARBITRATION SHALL BE A CONFIDENTIAL PROCEEDING.