

TERMS AND CONDITIONS: VIDEO SUBMISSION

You have agreed to the terms and conditions and therefore declare that: you are the sole and original rights holder of the Content, which you are submitting and therefore you are accepting the terms specified below.

You have agreed to the terms and conditions and adhere to the following statement:

I accept the terms set out in the video submission agreement and hereby irrevocably assign to Knights Rugby League Pty Ltd ("the Newcastle Knights" or "We/we" or "Our/our" or "Us/us") (and all subsidiaries) absolutely and with full title guarantee, all intellectual property rights and interest and all other rights in and to the Content (regardless of the format such Content is submitted in by me).

Furthermore, I hereby confirm and agree that from the date I accept these terms and conditions and those further specified in the video submission form, Knights Rugby League Pty Ltd shall be exclusively entitled to use the Content in any manner or context, throughout the world on any and all media whether now known or hereafter invented in perpetuity. I also confirm that any third party or person who is featured in the Content has agreed to such terms and conditions.

The following are the terms and conditions for the uploading of videos to the Newcastle Knights websites.

THE UPLOADING OF ANY VIDEO PURSUANT TO THESE TERMS AND CONDITIONS IS OPEN TO ANYBODY OR ENTITY (PARTICIPANT DOES NOT HAVE TO BE A NEWCASTLE KNIGHTS MEMBER OR PARTNER). ALL PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF UPLOADING. ALL ENTRIES MUST BE IN VIDEO FORM ONLY AND SUBMITTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS LISTED BELOW AND SUBMITTED ONLINE ONLY.

Within the approved and accepted terms and conditions, Knights Rugby League Pty Ltd will be allowed to use the video/content under the following rights scope and definitions: Permitted use of the video/content:

- **Territory:** World Wide
- **Term:** Unless the license to the Licensed Materials is revoked, the content with Licensed Materials may remain on Approved Social Media Platforms, third

party publishing partnership or any other Knights Rugby League Pty Ltd content platforms or partnership, in perpetuity.

- **Fee:** the use of the content by Knights Rugby League Pty Ltd is free of charge, subject to the term and territory.
- **Approved Distribution Platforms:** On owned, operated, branded and controlled by Knights Rugby League Pty Ltd, the Licensee's social media pages. All branded distribution channels (i.e. applications, website, 3rd party channels and TV programs, including simulcast and VOD services). All future developed rights segments.
- **Sub licensing:** Knights Rugby League Pty Ltd will be allowed to sublicense the video without any restrictions within the Territory, Term and Fee, being commercial or branded related.
- **Social Platforms:** Facebook, Instagram, YouTube, Twitter, TikTok, Snap Chat, Any future social platforms. The use of this content on all additional platforms will not be subject to additional charges.
- **Current # @ Knights Rugby League Pty Ltd accounts:** Facebook, Instagram, YouTube, Twitter, TikTok, any future social platforms.
- **Knights Rugby League Pty Ltd Assets:** Knights Rugby League Pty Ltd website www.newcastleknights.com.au, www.knightshub.com.au Knights Rugby League Pty Ltd affiliate content partnership on digital or traditional media.

Other terms & Conditions: Video Submission:

1. **ELIGIBILITY:** The submission of a video is subject to all applicable international laws and regulations. It is up to the sole discretion of Knights Rugby League Pty Ltd whether to post the participant's video to our website or social channels.
2. **AGREEMENT TO TERMS AND CONDITIONS:** Each participant fully and unconditionally agrees to and accepts the terms and conditions described herein.
3. **VIDEO REQUIREMENTS:** Videos can be uploaded to the Knights Rugby League Pty Ltd Online submission portal. Videos are not to be uploaded to any other internet site, outside of the required editing process. It is suggested that videos be in English, however, this is not a prerequisite. The submitted video MUST NOT:

- Violate or infringe another's rights, including but not limited to privacy, property, publicity or intellectual property rights, or that constitutes copyright infringement which includes brand names, copyrighted work or trademarks, other than the participant's trademarks, logos and designs, which participant has limited license to use for the sole purposes of submitting an entry to the Contest.
 - Contain any commercial content that promotes any product or service.
 - Include photos, artwork, writing, or music not created and performed by participant.
 - Include content that is hateful, tortuous, defamatory, slanderous or libelous, promotes bigotry, racism, sexism, alcohol, illegal drugs, weapons, hatred or harm against any group or individual or promotes discrimination based on gender, race, color, creed, disability, national origin, religion, age, marital status, lawful alien status, veteran's status, sexual orientation, gender identity or expression, or any other protected category.
 - Contain content that is unlawful, in violation of or contrary to the laws or regulations in any state or country where the video is created.
 - In the sole discretion of Knights Rugby League Pty Ltd, contain any nudity, sexually explicit, lewd, offensive, disparaging or other inappropriate content.
 - Communicate messages or images inconsistent with the positive images and or goodwill to which Knights Rugby League Pty Ltd wishes to associate, determination of which shall be at the sole discretion of Knights Rugby League Pty Ltd.
 - Embody the names, likeness, photographs, or other indicia identifying any person, living or dead, without permission.
4. Knights Rugby League Pty Ltd is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected videos. By submitting a video, participant warrants and represents that he/she and any persons appearing or who are otherwise identifiable in the video consent to the submission and the use of the video and such participants grant Knights Rugby League Pty Ltd permission to use his/her video, photograph or image for future advertising and publicity purposes in connection with the video submission in any and all media without additional compensation, notification or permission, unless restricted by law. Participant warrants and represents that its video does not contain images of a third party's private property, or, alternatively,

that the participant has obtained permission from each person whose private property appears in the video, and that participant has the power to and will grant the rights to Knights Rugby League Pty Ltd described herein, and can and will make such permissions available to Knights Rugby League Pty Ltd upon request.

5. **REPRESENTATIONS AND WARRANTIES / INDEMNIFICATION:** Each person or company who submits a video represents and warrants as follows: (1) the video does not contain any computer virus and is otherwise uncorrupted; (2) the video does not and will not violate any applicable laws, and is not and will not be defamatory or libelous, and as of the date of submission, is not the subject of any actual or threatened litigation or claim, and (3) the participant and/or other individuals in the video has/have not engaged or taken part in (or induced or encouraged anyone else to do so) any activity or conduct in connection with this video that may or is likely to harm or create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, other living things or any property, may or is likely to create a risk of any other loss or damage to any person, living things or any property, is or may constitute a crime, unlawful or non-consensual activities (i.e., conduct that could lead to criminal prosecution), torturous conduct (i.e., conduct that could lead to civil prosecution), or the violation or infringement of the rights of any other party. Each participant hereby agrees to indemnify and hold Knights Rugby League Pty Ltd harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating, in whole or in part, directly or indirectly, to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of participant hereunder.
6. **GRANT OF RIGHTS:** By submitting a video, the participant agrees that its entry will be deemed a Work Made For Hire under Copyright laws, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Knights Rugby League Pty Ltd all of his/her right, title and interest in and to his/her entry, including all but not limited to all copyright rights which he or she may have, worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Participant hereby waives in favor of Knights Rugby League Pty Ltd, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to his/her entry. Upon request of Knights Rugby League Pty

Ltd, all participants shall execute and deliver such additional instruments of assignment, as may be solely deemed by Knights Rugby League Pty Ltd, reasonably necessary to establish the ownership of record of the right, title and interest in and to the entry and of the copyrights transferred and "Moral Rights of Authors" waived under these terms and conditions. Should Knights Rugby League Pty Ltd fail to request the said assignment as stated, that shall not be deemed a waiver of 433's rights and Knights Rugby League Pty Ltd may at a later time request the assignment. Knights Rugby League Pty Ltd shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter each video for any purpose which Knights Rugby League Pty Ltd deems necessary or desirable and may use that content in any media, including but not limited to digital and electronic media, computer, audio and audio visual media (whether now existing or hereinafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without attribution (where permissible by law) or compensation to the participant, his/her successors or assigns, or any other person or entity. Knights Rugby League Pty Ltd, in its sole discretion, may feature any entry submitted on its website or any related website, in any promotional materials, at any other location, whether physical or online, that Knights Rugby League Pty Ltd, in its sole discretion, deems appropriate. Each participant hereby acknowledges that, except as set forth above, such participant does not reserve any right in or to the video.

7. **PUBLICITY RELEASE:** By submitting a video, in addition to any other rights which may be granted in any other agreement entered into between Knights Rugby League Pty Ltd and any participant, each participant irrevocably grants Knights Rugby League Pty Ltd and its successors, assigns and licensees, the right to use such participant's name, likeness, biographical information and entry, in any and all media and for any purpose including but without limitation, any advertising and promotional purposes, and hereby releases Knights Rugby League Pty Ltd from any liability with respect thereto.
8. **PRIVACY:** By submitting a video, participant constitutes consent to said use of personal information. Any communication or information transmitted to Knights Rugby League Pty Ltd by electronic mail or otherwise is and will be treated as non-confidential and non-proprietary. As a condition of uploading of the video, each participant acknowledges and agrees that the participant will not be entitled to any compensation or other consideration because of the

use by Knights Rugby League Pty Ltd or any other participant of any such uploaded video.

9. **NO OBLIGATION TO USE:** Knights Rugby League Pty Ltd shall have no obligation (express or implied) to use any entry, or to post any video to its website, to otherwise use any entry or, if commenced, to continue the distribution or exploitation thereof, and Knights Rugby League Pty Ltd may at any time abandon the use of any entry for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.