

“WHY WE DANCE” USER CONTENT SUBMISSION AGREEMENT

Nickelodeon, a programming service of Viacom International Inc. (“VII,” “we” or “us”) would love to see your content and share it with users and viewers of VII’s various websites, mobile applications, social media accounts, podcasts, on-air networks and other distribution platforms (collectively, our “Properties”), subject to the terms and conditions set forth below.

Please read this User Content Submission Agreement (“Submission Agreement”) carefully because it is a part of the Terms of Use Agreement (located at: <https://www.nick.com/legal/ussoge/terms-of-use>) and describes your rights and responsibilities. Unless defined separately, terms used in this Submission Agreement are defined in our Terms of Use Agreement.

1. User Content Promotion.

- (a) Promotion: Nickelodeon is preparing to celebrate Juneteenth and is inviting viewers and fans to submit User Content (as defined below) video of them and their family dancing to the VII owned song entitled “*Why We Dance*” (the “Song”) for possible inclusion in a compilation video (including potential other selected User Content submitted by others and/or VII produced audio/visual content) which will be distributed and exhibited on the Properties (the “Promotion”). The Promotion is not a contest and there are no prizes to be awarded. There is no purchase or payment necessary to participate. Void where prohibited. Normal Internet access, phone, and usage charges imposed by your online and/or phone service may apply.
- (b) Eligibility: Any legal resident of the fifty (50) United States or the District of Columbia aged at least eighteen (18) years or the age of majority in the jurisdiction in which you reside (nineteen [19] years old in Alabama and Nebraska, twenty-one [21] years old in Mississippi) at the time of User Content submission.
- (c) How to Submit: Visit <https://www.noggin.com/rhymes-through-times-dance/> in order to learn the dance moves and play back the Song. Create a video of you and/or your family performing the dance moves and post it on your Facebook or Instagram account along with the designated hashtag #WhyWeDance and tagging the corresponding Noggin (Facebook and Instagram: @noggin, Twitter: @nogginkids) and Alvin Ailey American Dance Theater (@alvinailey) accounts. **IMPORTANT NOTE**: If your Facebook, Instagram or Twitter account is set to “private,” your User Content video may not be visible to VII; adjust your settings for your User Content video to “public” in order for it to be visible to VII. **BY POSTING YOUR USER CONTENT VIDEO WITH THE ACCOMPANYING HASHTAG #WHYWEDANCE, YOU AGREE TO ABIDE BY THIS SUBMISSION AGREEMENT.**
- (d) Criteria for Submitting: In addition to the requirement that your User Content video does not contain any Unacceptable Content (as defined below), your User Content video **must**: (I) not contain any malware, worms, viruses, Trojan horses, or any other destructive software, (II) not include any personally identifying information, such as personal names, email addresses, phone numbers or license plate numbers, (III) not feature any individual for whom you have not obtained permission to feature their name, voice or likeness, (IV) not depict any image or communicate any message which is inconsistent with the positive images and/or goodwill with

which VII wishes to associate, and, (V) be in accordance with the Terms of Service, as applicable, of Facebook (<https://www.facebook.com/terms.php>), Instagram (<https://help.instagram.com/1215086795543252>) or Twitter (<https://twitter.com/en/tos>). **You must own the rights to each element of the User Content video you submit (excluding rights to the Song, which are provided by VII) and the right to grant all of the authorizations, permissions, approvals, consents, rights and licenses as described in this Submission Agreement. If you do not exclusively own all of these rights, you must have all necessary authorizations, permissions, approvals, consents, rights and licenses, in writing, from the owner(s) to perform and comply with all of the obligations in this Submission Agreement, and you must be prepared to provide those authorizations, permissions, approvals, consents, rights and licenses from the owner(s) to VII upon request.**

(e) Selected User Content: VII may, but has no obligation to, select your User Content video for inclusion in the Promotion and, in such event, VII shall notify you via direct message on Facebook, Instagram or Twitter, as applicable. You must return a signed copy of the Submission Release (as defined below) which is satisfactorily acceptable to VII within two (2) days from receipt in order for your User Content video to be eligible for inclusion in the Promotion; failure to do so within that timeframe will result in your User Content video to be deemed ineligible to appear in the Promotion.

2. **Application.** You are signifying your agreement with and acceptance of all terms and conditions of this Submission Agreement and the Terms of Use Agreement each time you submit User Content (as defined below) to VII via email, via any technology or feature that we make available, using one or more hashtags (as we specify) on a social media service and/or using other generally accepted methods of aggregating content and/or directing content to a third party through a social media service ("**Submission Methods**") in connection with a request by VII or VII Affiliates (as defined below). This Submission Agreement is a legally binding agreement between you and VII regarding your submission of User Content to VII and VII's display and distribution of such content on our Properties, as more fully described below. Please do not submit User Content if you are younger than 13 years of age and/or do not reside in the United States of America, its territories and possessions. We reserve the right to modify this Submission Agreement at any time, as described in our Terms of Use Agreement, and for any reason in our sole discretion, and we will post or display notice of material changes on this web page and/or email you; the form of such notice is at our discretion. Once we post them on this site, these changes become effective immediately and your submission of User Content after any changes to this Submission Agreement have been made signifies your agreement to such modified terms and conditions.

3. **Submission of User Content.**

(a) The term, "**User Content**," means and refers to any and all content, media and materials you submit to VII using the Submission Methods, including, without limitation, still photographs, writings, spoken statements, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of same,

regardless of the tangible medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world. "User Content" also includes any information you submit or we may receive that is related to your submission (e.g., descriptions, your location, similar information, etc.). Information you submit through the Submission Methods, which includes (without limitation) your name and email address, is subject to VII's privacy policy located at www.viacomcbsprivacy.com/policy.

- (b) You are solely responsible and liable for your User Content made under your name, social media usernames, email address or other account that identifies you. User Content does not reflect the views of VII, its parent company, divisions, subsidiaries and/or affiliates (the "**VII Affiliates**"), and VII and the VII Affiliates do not represent or guarantee the truthfulness, accuracy or reliability of any User Content, or endorse or support any opinions expressed in any User Content. In no event shall VII or the VII Affiliates have or be construed to have any responsibility or liability for or in connection with any User Content. Any User Content submitted to VII through a social media service must be submitted in accordance with all terms and conditions of the applicable social media service. You are responsible for your registration, use, and any costs related to your use, of any third party service used to submit User Content, and neither VII nor the VII Affiliates will have any responsibility therefor. We are not responsible for any lost, damaged, misdirected, unusable or unreadable User Content.
- (c) You agree you will not submit or attempt to submit any User Content that we deem, in our sole discretion, abusive, obscene, pornographic, in violation of copyright, trademark or other intellectual property rights, in violation of this Submission Agreement or unacceptable to VII or the VII Affiliates in a manner consistent with applicable law ("**Unacceptable Content**"). Neither VII nor the VII Affiliates control any User Content submitted, although we may use both automated and manual means of reviewing User Content in order to prevent Unacceptable Content from appearing and being displayed on our Properties, and we have the right to reject, refuse to accept, remove or otherwise handle User Content, as VII deems appropriate; provided, however, that VII and the VII Affiliates shall have no obligation or liability to you for failure to do so or for doing so in any particular manner. VII reserves the right to provide information to law enforcement officials, governmental agencies and pursuant to judicial or regulatory compulsion, to protect their respective interests, the Properties or to comply with legal, regulatory, audit and compliance obligations.

4. **Rights Granted to Us.**

- (a) In connection with all User Content you submit using the Submission Methods, you grant to VII and the VII Affiliates the non-exclusive, worldwide, irrevocable, unlimited, sublicenseable, perpetual, royalty-free right and license, in any manner, in any and all media, now known or hereafter devised, in whole or in part, to host, cache, store, maintain, use, promote, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, edit, modify, add to, make derivative works, synchronize in timed relation to visual elements, and otherwise exploit your User Content, alone and/or in combination with other materials and/or elements, on the Properties of VII and the VII Affiliates, for any purpose whatsoever (including, without limitation, for any promotional purposes) without accounting, notification, credit or other obligation to you, in our sole discretion.

In the event you are notified that your User Content video has been accepted by VII for inclusion in the Promotion, you agree to execute in writing such documents as requested by VII to effect/confirm the aforementioned license grant to VII (the "Submission Release").

- (b) By submitting User Content, in addition to the rights, licenses and privileges referred to above, you are also granting VII and the VII Affiliates, the non-exclusive, worldwide, irrevocable, unlimited, sublicenseable, perpetual, royalty-free right and license to use and refer to your name, logo, marks, image, characteristic or other distinctive identification in presentations, marketing materials, advertising materials, customer lists and financial reports and to do, perform, take advantage of and exploit any and all of the rights set forth herein in connection with the marketing, advertising and promotion of the Properties, VII and/or the VII Affiliates, and any products, goods, features, functions, capabilities and/or services associated with VII and the VII Affiliates, without any credit, compensation or accounting to you.
- (c) VII and the VII Affiliates have the right to assign, transfer, convey, license, sub-license and otherwise transfer, sub-contract, delegate, outsource or engage third parties to perform or benefit from all or any portion of its or their rights and/or obligations to any one or more other parties without accounting, reporting, notification or other obligation or liability to you whatsoever, now or in the future.
- (d) Notwithstanding the foregoing, you acknowledge and agree that neither VII nor any of the VII Affiliates will be obligated to take advantage of any or all of the particular rights granted above, and VII and the VII Affiliates shall have the right, in its sole discretion, to remove any User Content at any time for any or no reason. You are not entitled to and you will not receive any compensation or other consideration for your User Content or any use made of your User Content once submitted in its discretion.

5. Release.

- (a) You hereby release VII and the VII Affiliates from any and all claims of any rights, encumbrances, liens, claims, demands, actions or suits which you may or can have in connection with your User Content, including, without limitation, any and all liability for any permitted use or nonuse of the your User Content, claims for defamation, libel, slander, invasion of privacy, right of publicity, emotional distress or economic loss. You also forever waive and relinquish all moral rights or droit moral now or hereafter recognized in connection with your User Content and the rights granted to VII and the VII Affiliates hereunder.
- (b) You acknowledge that other persons may have submitted User Content to us, may have made public or developed, or may originate, submit, make public or develop, material similar or identical to all or a portion of your User Content or concepts contained therein, and you understand and agree you will not be entitled to any compensation because of the use or exploitation thereof and the submission of User Content, or any posting or display thereof, is not any admission of novelty, priority or originality. Even if you subsequently see or learn of a presentation, motion picture, still photograph, film, video or any other content which appears to incorporate any idea or concept or include anything similar or identical to that contained in any User Content you or anyone else submits, that is purely coincidental and unavoidable.

6. **Ownership.** Except for the licenses, authorizations, consents and rights granted hereunder and described in this Submission Agreement, as comprehensive and broad as they may seem or actually be, and you retain all right, title and interest in and to your User Content. As between you and VII, VII retains all right, title and interest in and to the Submission Methods, including, without limitation, to all associated intellectual property and proprietary rights existing anywhere in the world, and you acquire no ownership, proprietary or other rights, title or interest in or to the Submission Methods.
7. **Representations and Warranties.** You represent, warrant and covenant that (a) you own the User Content you submit and/or have all rights in such User Content to grant all of the authorizations, permissions, approvals, consents, rights and licenses as described in this Submission Agreement; (b) all of the information provided by you associated with your User Content is correct, complete and current; (c) your submission of any User Content does not violate this Submission Agreement, and such submission and exercise of the rights you grant to VII and the VII Affiliates in the User Content, shall not violate any rights of any other party, any of your obligations, any law or regulation or infringe upon or misappropriate any intellectual property, privacy, publicity or other rights of any party; and (d) you hold and will continue to hold all the ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under this Submission Agreement as described. Upon the request of VII, you will furnish VII with any documentation, substantiation and releases necessary and reasonably required to verify and substantiate your compliance with any or all of the terms and conditions of this Submission Agreement, including, without limitation, the foregoing representations, warranties and covenants. You further represent and warrant that the submission of your User Content is not subject to or under the jurisdiction of any guild or union collective bargaining agreement, and you further acknowledge that VII and the VII Affiliates are not signatory to any such agreement. Notwithstanding anything to the contrary, you also understand and agree that VII and/or the VII Affiliates shall not be obligated or responsible for providing any guild or residual payments in connection with the submission and exploitation of the User Content.
8. **Financial Consideration.** VII and the VII Affiliates reserve the sole and exclusive right to sell advertising and otherwise exploit, benefit from and/or realize revenue from the conduct of its business and operating the Submission Methods and Properties and any and all arrangements made with respect thereto, without accounting, obligation or liability to you, notwithstanding that your User Content may be displayed on or otherwise used by or in connection with the Submission Methods and Properties.
9. **Indemnification.** You agree to indemnify, defend and hold VII and the VII Affiliates, and any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of this Submission Agreement by you, or VII's and the VII Affiliates' permitted use or public posting of your User Content and/or the Promotion. VII and the VII Affiliates reserve the right to assume, at their sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with VII and/or the VII Affiliates in the defense of any such claim, action, settlement or compromise negotiations, as requested by VII.

10. **Disclaimers and Limitation of Liability.** THE SUBMISSION METHODS ARE PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AND YOUR USE OF THE SUBMISSION METHODS IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR YOUR USER CONTENT, THE REPRESENTATIONS AND OBLIGATIONS UNDER THIS SUBMISSION AGREEMENT AND FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM YOUR USE OF THE PROPERTIES OR SUBMISSION METHODS. VII AND THE VII AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES CONCERNING ACCESS TO AND/OR THE AVAILABILITY, ACCURACY, USEFULNESS AND/OR SECURITY OF THE PROPERTIES OR SUBMISSION METHODS, ANY CONTENT, MATERIAL, SOFTWARE, INFORMATION, DATA, SOFTWARE, CAPABILITIES MADE AVAILABLE TO YOU, RESOURCES, FACILITIES, PRODUCTS AND/OR SERVICES, AND WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SUBMISSION METHODS WILL FUNCTION OR PERFORM IN ANY PARTICULAR MANNER.

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11. **General.** The Terms of Use Agreement and this Submission Agreement are the entire agreement between you and us relating to User Content and your use of the Submission Methods and supersedes any prior or inconsistent agreements. We may terminate this Submission Agreement with you and your right to use the Submission Methods at any time without notice to you.

12. The Promotion is sponsored solely by Viacom International Inc., 1515 Broadway, New York, NY 10036. While Facebook, Instagram and Twitter (collectively, the "Social Platforms") terms and conditions apply to the Social Platforms' use, the Social Platforms are not sponsors of the Promotion, nor are the Social Platforms in any way responsible for the administration of the Promotion. All inquiries regarding the Promotion should be directed to Viacom International Inc., not to the respective Social Platforms.

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