

MY MAMMA MIA PHOTO GENERATOR
“TERMS AND CONDITIONS”

By using the “Mamma Mia! Here We Go Again” (the “**Film**”) “My Mamma Mia” photo generator application on the Film’s web site located at www.mymmammasweeps.com (“**Website**”) and uploading a photo (the “**Photo**”) to the Website and/or sharing the Photo through your personal social media account(s) including, without limitation, Twitter, Facebook and Instagram (“**Social Media**”), you hereby agree to the following terms and conditions:

1. **SUBMISSION GUIDELINES:** You represent and warrant that the Photo complies with the following:

(a) Your Photo is original and does not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

(b) You must have the permission of any person who appears in your Photo or who you identify or otherwise refer to in your Photo. **In order to participate, you must be at least thirteen (13) years old. If you are a minor, your Photo must be submitted by your parent or legal guardian and you must have the consent of the parent or legal guardian of any other minor who appears in your Photo.**

(c) Your Photo does not contain or reference any brand names, products or services of any company or any third party trademarks, copyrights, logos, trade dress or promotion of any brand, product or service.

(d) Your Photo must not contain any personal information (e.g., your name, e-mail address or phone number); if your Photo contains personal information, it is your sole responsibility to remove all such personal information from the Photo before uploading the Photo to the Website or posting it in Social Media.

(e) Your Photo does not contain content, images or other material that (i) is misleading, inappropriate, indecent, lewd, obscene, offensive, sexually explicit, pornographic, harmful, tortious, disparaging, defamatory, slanderous or libelous, (ii) depicts an unsafe practice or activities that are restricted, prohibited, illegal or in violation of or contrary to any applicable federal or state laws or regulations (including without limitation, the consumption of alcohol or any other controlled substances), or (iii) reflects, advocates or promotes bigotry, racism, hatred, harm or exploitation of or against any class, group or individual, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

(f) Your Photo is submitted in compliance with the format and other terms and conditions set forth on the Website and applicable Social Media accounts used to share your Photo; such requirements being made a part of these Terms and Conditions and incorporated herein by reference.

(g) You agree to indemnify Universal Pictures Marketing, a division of Universal Film Exchanges LLC (“**Universal**”) for all damages and expenses (including reasonable attorney’s fees) arising out of any breach or failure of the representations or warranties made by you herein.

2. **GRANT OF RIGHTS:** By uploading a Photo and/or sharing it to your Social Media accounts you hereby grant to Universal and its designees (and represent and warrant that you have obtained all rights necessary to grant the license herein described, including from the photographer or owner of the photograph used in the Photo, if other than you) a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license (herein “**License**”) to publish, display, reproduce, post, edit, adapt, modify, make derivative works therefrom, use or otherwise exploit your Photo and its contents including, without limitation, your name, image, likeness, voice, performance, and all other information or material contained in the Photo, in any way, in any manner and on any media now known or hereafter devised, without notice, credit or compensation, for any purpose in connection with the Film and/or the advertising, promotion and publicity of the Film. The foregoing grant of rights includes, without limitation, the right of Universal to use your Photo on the Film’s Website and in digital and social

media accounts for the Film. You represent and warrant that you have the sole and exclusive right to grant such rights to Universal, its licensees, successors and assigns and that the reproduction, publishing, displaying, and/or other use of your Photo by Universal, its licensees, successors and assigns will not infringe on any rights of third parties, including, without limitation, copyright, trademark, patent, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. Nothing in these Terms and Conditions obligates or may be deemed to obligate Universal or any other person or entity to exercise any of the rights granted by you hereunder.

3. **LIMITATIONS OF LIABILITY AND RELEASES:** BY SUBMITTING A PHOTO, YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS UNIVERSAL AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS AND REPRESENTATIONS AND EACH OF THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “**RELEASED PARTIES**”) FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, INJURIES, LOSSES, DAMAGES, COSTS, EXPENSES OR LIABILITIES OF ANY KIND TO PERSONS OR PROPERTY ARISING OR RESULTING IN ANY MANNER, DIRECTLY OR INDIRECTLY, FROM UNIVERSAL’S USE (OR NON-USE) OF YOUR PHOTO AND/OR YOUR USE OF THE WEBSITE. You expressly acknowledge that Universal does not owe you a duty of confidence (or fiduciary duty or the like) with regard to your Photo and that Universal has wide access to ideas, stories, photos, videos, designs and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/photos/videos/designs/literary/artistic materials may be competitive with, similar to (or even identical to) your Photo and that Universal shall have no liability to your or any third party in conjunction therewith. YOU UNDERSTAND AND AGREE THAT YOU SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE FILM.

4. To the extent that the Website’s Terms of Use, located at <http://www.nbcuniversal.com/terms> (the “**Website Terms**”), are in conflict with these Terms and Conditions, the Website Terms apply. These Terms and Conditions shall be subject to and governed by the laws of the State of New York, excluding its conflicts of law rules. You agree to a WAIVER OF CLAIMS as more fully set forth in the Website Terms.