



BingeNow Network TV (BNNTV) Promotion Acceptance Agreement

1. Eligibility: BingeNow Network TV (the "Promotion") is open to BingeNow.com registered users who are at least thirteen (13) years old at the time of video submission.

2. Sponsor: Binge LLC, 11552 Manorstone Lane, Columbia, MD 20144.

3. Accepting this Agreement: By submitting your video to a selected BNNTV Program, you agree to the terms and conditions of this Agreement. If you do not accept the Agreement, you should not submit a video to a selected BNNTV Program.

4. Decisions of Sponsor: By participating, the entrant (uploader of video that was submitted for consideration for a BNNTV Program) fully and unconditionally agrees to and accepts the decisions of the Sponsor (Binge, LLC), which are final and binding in all matters related to the Promotion.

5. Video Copyright: The entrant certifies that the entrant is the sole owner of the copyright of the video and its content, and its video and content does not infringe on the copyright of others and that entrant will indemnify Sponsor for any claimed copyright infringement.

6. License to Use: Entrants consent that Sponsor may use the entrant's name, city, state, likeness and Video Submission in connection with the Promotion, worldwide, including on the Internet, without limitation and without payment or any other consideration, except where prohibited by law. Without limiting the generality of these Official Terms, by submission of its video, entrant gives Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Video Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for marketing purposes. If necessary, entrant will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Video Submission. Entrant accepts and acknowledges that Sponsor shall not be obligated to use the Video Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Video Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Entrant will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and Legal expenses) arising out of any breach of these terms.

7. Timing: The Promotion begins on November 12, 2014 and runs continuously thereafter until Binge, LLC in its sole discretion terminates it.

8. How to Enter: You must be registered on BingeNow.com to participate in this Promotion. Registration is free. If you are not already registered you may visit BingeNow.com and click "SIGN UP" and fill in the registration information directly or use your Facebook account to register.

9. How to Submit a Video: To submit a video, log-in, select "upload" from the menu bar and fill in the video upload form, remembering to select the BNNTV Program you want to submit your video for.

10. Video Requirements and Restrictions: Entrant's video must conform to the Video Requirements and Restrictions as defined below. The Sponsor, in its sole discretion, may remove your Video Submission and disqualify you from the Promotion if it believes that your Video Submission fails to conform to the Requirements and Restrictions.

a) Video Requirements:

- Must be original—you are the source of the content.
- Be creative and entertaining.
- Use quality cinematography and high-resolution video (1080p preferred).
- Must satisfy all of the video requirements defined on the [video upload form](#) for maximum size, minimum and maximum resolution and accepted formats.
- Requirements for each TV Program:
 - **Music Video** integrates song and imagery: 2 to 4 minutes duration.
 - **Gospel Video** integrates gospel music and praise, dancing, or imagery: 2 to 4 minutes duration.
 - **Short Film** an original single feature short film: 5 to 20 minutes duration.



b) Video Restrictions:

- Must adhere to Sponsor's community guidelines for video content, available at http://bingenow.com/terms_of_service.
- Must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
- Must not disparage Sponsor or any other person or party affiliated with the Promotion.
- Must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous, i.e. TV decency ready.
- Must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Video Submission is created.

Sponsor is not responsible for lost, incomplete, invalid, un-intelligible, or misdirected Video Submissions.

11. Entry Disputes: In the event of a dispute as to any online entry, the authorized account holder of the email address associated with registering the Profile used to enter will be deemed to be the entrant. Selected entrants may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

12. Viewing Submissions: All Video Submissions will be in a "Submission Channel", one for each BingeNow Network TV program, for public viewing at BingeNow.com. Viewing Video Submissions requires your browser to support HTML5 video. HTML5 video is supported in all recent versions of Chrome, Safari, Firefox, and Internet Explorer browsers. If you don't have a recent version of a browser that support HTML5 then you need to download and install the latest version of your favorite browser.

13. Selection of Videos for BNNTV: Qualified judges determined by Sponsor at its sole discretion will select a collection of top video submissions for each TV program. The Binge panel of judges' will use quality, creativity and program fit for decision criteria in selecting videos for BNNTV programs.

14. TV Airing of BNNTV Programs: The BNNTV cable and broadcast network TV affiliates will provide the run of schedule for BNNTV shows. BNNTV will make reasonable efforts to inform the entrants by email, mail or phone prior to showing of the date, time and network their video will be aired.

15. Release: The entrant agrees to release and hold harmless Sponsor, Sponsor TV networks customers and advertisers, and their respective subsidiaries, affiliates, consultants, suppliers, distributors, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or having their video aired in a BingeNow Network TV program in any form of video distribution, e.g. cable, broadcast, on line, etc.

16. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it at any time at its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Agreement of this Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of this Agreement shall not constitute a waiver of that provision.

17. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections of network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or



indirectly, in whole or in part, from entrant's participation in the Promotion. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, if it is possible. If the Promotion, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may terminate the promotion.

18. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, excluding costs associated with developing a Video for Submission for entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

19. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy at http://BingeNow.com/privacy_policy.

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