

**“LIFE IN A DAY – 2020” FILM  
OFFICIAL TERMS**

RSA1-LIAD2020 Limited (“us”, “we” or “our” or the “**Producer**” which expressions include RSA1-LIAD2020 Limited’s successors in title, assigns and licensees) is asking contributors to submit videos for consideration for inclusion in a feature film which may be created from videos submitted by numerous contributors, currently entitled “LIFE IN A DAY - 2020” (the “**Film**” which expression includes any and all versions of such film now or hereafter produced, any part or parts of such film and any audio only track or version of such film).

Producer’s objective with the Film is to capture a day in the life of the world. Accordingly, you are invited to submit original videos (and such videos may contain moving images and sound, or simply moving images, or simply sound, subject to the restrictions in these Official Terms) that are filmed or recorded on 25 July 2020 (each, a “**Video**” and collectively “**Videos**”, which expression includes all or any part(s) or content of such Videos and any material subsequently sent to us in connection with the Video e.g. a longer cut), which will be considered by us for inclusion in the Film. In order to submit a Video for its consideration in the Film, contributors must upload their Video to the dedicated microsite located at [lifeinaday.youtube](http://lifeinaday.youtube) (the “**Film Microsite**”) in accordance with the dates and timings as set out below.

You understand that if the Producer selects your Video to appear in the Film, you are not entitled to receive any form of consideration or other item aside from your Video’s inclusion in the Film.

By uploading your Video to the Film Microsite, you agree to these official terms (“the “**Official Terms**”) in addition to the terms of service of the YouTube website set out at <http://www.youtube.com/t/terms> (the “**Terms of Service**”) and the Community Guidelines of the YouTube website set out at [http://www.youtube.com/t/community\\_guidelines](http://www.youtube.com/t/community_guidelines) (the “**Community Guidelines**”) (and references to the “Official Terms” shall include all of these terms, unless otherwise indicated).

Further information regarding the Film and the creation and submission of Videos for the Film is available on our Frequently Asked Questions page appearing at [https://docs.google.com/document/d/e/2PACX-1vRg7h41r1sFOC9gaNJSfyHenXm\\_iWorQKEIqBFKVPJiX-ndJqiNr4IjpO6-14hvpZE9Y6x1f\\_fbqlm4/pub](https://docs.google.com/document/d/e/2PACX-1vRg7h41r1sFOC9gaNJSfyHenXm_iWorQKEIqBFKVPJiX-ndJqiNr4IjpO6-14hvpZE9Y6x1f_fbqlm4/pub), but such information does not form part of these Official Terms.

**1. RELEVANT DATES**

The relevant dates for this project (the “**Project**”) are as follows:

<b>EVENT</b>	<b>Starts</b>	<b>Ends</b>
Your Filming Day	Saturday 25 July 2020 at 00:00:01AM, wherever you are	Saturday 25 July 2020 at 23:59:59PM wherever you are
Submission of your Video by uploading to the Film Microsite (the “ <b>Submission Period</b> ”)	Saturday 25 July 2020 at 00:00:01AM, wherever you are	Sunday 2 August 2020 at 23:59:59PM wherever you are (or such later date as we determine in our sole discretion)
Producer/Administrator’s Video Review	On or around Sunday 26 July 2020 at 09:00:00AM GMT	On or around 16 November 2020 at 23:59:59 GMT or until all Videos uploaded during the Submission Period have been reviewed, whichever is sooner.

For all other dates such as the intended release of the Film, and any changes to the relevant dates of the Project, please check the Film Microsite. Dates (including the release date of the Film) are subject to change at our sole discretion. We have no

obligation to complete the production of the Film or, if completed, to release or use the Film in any specific media or at all.

**Administrator:**

The administrator for the Project is RSA1-LIAD2020 Limited of 42-44 Beak Street, London W1F 9RH.

**2. ELIGIBILITY**

2.1 For contributors to be eligible to upload and submit Videos to be considered for inclusion in the Film, contributors must:

- be 18 years of age (or the age of majority in the country, state or province where they reside, if that is more than 18) or older, as at Saturday 25 July, 2020; and
- have a Google account. To set up a Google account for free, please visit: <https://accounts.google.com/>.

2.2 You will not be eligible to submit Videos if you are:

- a resident of Cuba, Iran, North Korea, Sudan, Syria, Crimea or any other U.S. sanctioned country or any other person restricted by U.S. export controls and sanctions programs;
- an employee, officer, director, agent or representative of the Producer or Google Ireland Limited ("**Google**") or any of their respective parent companies, subsidiaries, legal and financial advisors (or any of the immediate family members (which means parents, spouses, civil partners and children) or residents in the same household (whether legally related or not) of any of the foregoing);
- a person who:
  - (a) is represented under contract (e.g., by a talent agent or manager) that would limit or impair the ability of the Producer or Google or any entity that directly or indirectly controls or is controlled by, or is under common control with, Google, including without limitation Google LLC and Google Commerce Limited (together with Google, "**Google Group Companies**" which expression includes their successors in title, assigns and licensees, and each a "**Google Group Company**" which expression includes its successors in title, assigns and licensees) to use your Video in accordance with these Official Terms;
  - (b) has a contract that would make your appearance in your Video a violation of any third party right(s);
  - (c) is under a merchandising agreement; or
  - (d) is under any other contractual relationship (including but not limited to guild and/or union and/or collecting society memberships) that may prohibit you from participating fully in the Film, or from allowing the Producer/Administrator, the Google Group Companies and any other licensees or assigns of the Film (together, the "**Licensees**") to use, on a residual-free and royalty-free basis, your Video worldwide in all media in perpetuity (or, in the case of France and Spain, for the duration of the rights in your Video).

**3. VIDEO SUBMISSION REQUIREMENTS**

3.1 You can submit as many Videos as you like within the Submission Period, provided they are each original and each comply with these Official Terms. Each Video submitted by you must have a file size no larger than 4GB. Further details of how to submit Videos are at [lifeinaday.youtube](http://lifeinaday.youtube)

3.2 When submitting your Video to the Film Microsite you must also complete certain details requested by us, in particular your full name, email address, contact telephone number, language(s) spoken in your Video, country of residence and country in which your Video was filmed and/or recorded, and any other information requested by us, and you must provide confirmation that you are at least 18 years old (and above the legal age of majority in your country of residence if that is more than 18), or your Video will not be eligible for consideration for inclusion in the Film. If you visit the website [www.getreleaseform.com](http://www.getreleaseform.com) in order to obtain an electronic link to share with people who feature in your Video through which those individuals can submit appearance releases to you electronically, you must also provide details of your full

name and email address. In each case, we will only use information relating to you which we collect for the purposes and on the basis set out in our Data Protection Notice at <https://lifeinaday.youtube/static/pdf/dpn-f-en.pdf>.

- 3.3 Your Video must also comply with the Terms of Service and the Community Guidelines. Without limiting the foregoing, your Video must not:
- include trademarks, logos, or copyrighted material (such as company names, photographs, works of art, tattoos, or images published on or in websites, television, film or other media), whether or not owned by you (except for the Video itself);
  - include or imply any endorsement or promotion of any product, service, or company;
  - contain any music, either on the soundtrack to your Video (the score) or playing in the background of your Video (that is recorded simultaneously with the pictures) (known as source music), whether or not owned by you;
  - encourage others to do things that might cause them to get badly hurt or to participate in any unlawful activity;
  - be or contain offensive, abusive, inappropriate or illegal content, including profanity, pornographic or sexual content, content promoting alcohol, illegal drugs, cannabis, tobacco, firearms or weapons, hateful content of any kind (including content that promotes or condones violence or incites hatred against individuals or groups based on race or ethnic origin, religion, disability, gender, age, nationality, veteran status, caste, sexual orientation or gender identity) or content that promotes violence or harm to another living creature;
  - contain threats of any kind or any content that could intimidate, harass or bully any person;
  - defame, misrepresent or contain disparaging remarks about other people or companies, including any Licensee; and
  - contain footage of third parties taken without their permission.

Whether or not a Video violates the above prohibitions shall be determined by Administrator in its sole discretion.

- 3.4 The Producer shall be entitled to reject any Video which does not meet Google's content standards that would be deemed to reasonably approximate to a U.S. television broadcast rating not more than restrictive than "TV-14" or its equivalent.
- 3.5 You must retain the original material used to create your Video, together with any permissions you have obtained in respect of such material, until 25 April 2021 so we can access it (or copies of it) for use in the Film, should your Video be selected for possible inclusion in the Film.
- 3.6 Videos which do not conform to these Official Terms, or if you have not provided the required information for such Videos in accordance with these Official Terms, will not be eligible for inclusion in the Film. Decisions of the Producer are final and binding in all respects.

#### **4. PARTICIPATION TERMS**

- 4.1 You represent, warrant, covenant and confirm to us that:
- (i) your Video conforms with these Official Terms, the Terms of Service and the Community Guidelines;
  - (ii) you are 18 years of age (or the age of majority in the country, state or province where you reside, if that is more than 18) or older;
  - (iii) all responses you provide to us when you upload your Video to the Film Microsite are true and complete in all respects;
  - (iv) your entire Video was filmed and/or recorded by you on the Filming Day;
  - (v) you are the sole author and owner of your Video which is wholly original to you;
  - (vi) you have the right to agree to these Official Terms and to grant the rights referred to in these Official Terms, free from any encumbrances and third party rights;
  - (vii) nothing in your Video infringes, and Licensee's use of the Video and all content therein will not infringe, the copyright or any other rights (including any rights of

confidentiality and/or privacy and/or publicity, any moral rights or any intellectual property rights) of any third party;

- (viii) your Video does not include any logos, trademarks, designs or copyright material (including but not limited to music, film or television footage), whether or not owned by you (other than the Video itself);
- (ix) your Video does not include the name, image or voice or other sounds of any person unless you have obtained a signed release ("**Appearance Release**") from such person in the form available for download at [www.getreleaseform.com](http://www.getreleaseform.com) or an electronic link which can be sent to the relevant person via the website [www.getreleaseform.com](http://www.getreleaseform.com);
- (x) your Video does not include any location other than your own property unless you have all necessary consents, licences and grants of rights from the owner of such location and/or the approval of relevant authorities so as to enable us to exploit your Video in accordance with these Official Terms;
- (xi) you have not assigned, charged, licensed or otherwise in any way encumbered any rights, title and interest in and to your Video which would prevent you from licensing your Video to us in accordance with clause 7 of these Official Terms, including by entering into any agreement which would require us to make any payment to you or any third party for using your Video;
- (xii) no action, claim or litigation is pending or threatened with respect to your Video or any rights in your Video;
- (xiii) your Video does not contain any defamatory material or any material which is disparaging or derogatory of any person or which could adversely affect the name, reputation or goodwill of any person;
- (xiv) your Video does not contain pornographic or sexually explicit content and does not contain any hateful, obscene, offensive or blasphemous content of any kind or any content which promotes violence or harm to any living creature;
- (xv) your Video does not contain threats of any kind or any content that could intimidate, harass or bully any person;
- (xvi) your Video and your filming and creation of your Video do not violate any local, state, national or other applicable laws (including without limitation all such laws relating to anti-bribery and anti-corruption) or encourage violations of such laws; and
- (xvii) in filming and creating your Video, you have not violated any governmental, local or public authority law, order, regulation, rule, restriction or requirement relating to SARS-CoV-2 or any other coronavirus or other pandemic, epidemic or public health emergency (including without limitation any travel, self-isolation or quarantine restrictions or requirements).

You agree to release and hold harmless the Released Parties (as defined below) from any claims to the contrary.

- 4.2 If you breach any of your representations, warranties, obligations, undertakings or covenants in these Official Terms, or your Video does not comply in all respects with these Official Terms, your Video will be disqualified from consideration for the Film.

## **5. TECHNICAL PROBLEMS AND GENERAL ERRORS**

- 5.1 To the extent permitted by applicable law, none of the Producer, any Google Group Company or any of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisors, any entity or individual associated with the Film or any of their respective officers, directors, shareholders, agents, licensees, licensors and employees, or any Internet access providers (collectively "**Released Parties**") are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, broadband, computer or other network, computer equipment, software, hardware or any combination thereof, inability to access the Film Microsite, for problems uploading any Video or downloading any related materials from the Film Microsite, or for any late, lost, damaged, misdirected, incorrect or incomplete Video.

- 5.2 For purposes of these Official Terms, receipt of your Video occurs when the Film Microsite successfully receives the uploaded video file and records the required Video information.

## **6. SELECTION OF VIDEO**

- 6.1 The Producer's production team will endeavour to review all Videos received during the Submission Period on the Film Microsite that conform to these Official Terms and in respect of which the required information has been provided by you in accordance with these Official Terms, but the Producer does not undertake that its production team will be able to view Videos in their entirety. Videos may be selected or not selected for inclusion in the Film on the following basis, in no particular order:

- (i) appropriateness in relation to the Director's brief as set out at <https://lifeinaday.youtube/take-part/>;
- (ii) uniqueness;
- (iii) creativity;
- (iv) technical execution; and
- (v) consistency with the creative and artistic vision of the Producer and/or the Director of the Film.

The inclusion or not of any Video in the Film is entirely dependent on the artistic vision of the Director and the Producer. The Director's and the Producer's decision (whether joint or otherwise) is final.

- 6.2 If your Video is provisionally selected for possible inclusion in the Film or on a Film Website, we may contact you via the email address and/or telephone number you communicated to us when you uploaded your Video to the Film Microsite for the purposes as are specified in our Data Protection Notice at <https://lifeinaday.youtube/static/pdf/dpn-f-en.pdf>. We may also require you to provide your home address for use for the purposes as are specified in our Data Protection Notice, and if required, enforcing these Official Terms.

- 6.3 You may also be required to execute or procure that third parties execute additional documentation concerning the use of your Video, at our discretion. This may include without limitation a physical signed filmmaker release from you, Appearance Releases from individuals appearing recognisably in your Video (to the extent you have not already provided these to us at the point of submitting your Video to the Film Microsite) and a signed location release in a form to be provided by us to you ("**Location Release**") from the owner of any location appearing in your Video (to the extent you have not already provided these to us at the point of submitting your Video to the Film Microsite).

- 6.4 If your Video is damaged, technically defective or compressed, we may (but shall not be obliged) to contact you in order to request that you submit another copy (or a higher resolution copy) of your Video.

- 6.5 If your Video is provisionally selected for possible inclusion in the Film, it does not mean your Video will be included in the final cut of the Film (including any version of the Film released to the public), even if you provide all materials and releases requested by us.

- 6.6 If you fail to complete any required documentation in accordance with any requested timelines, or if your Video is found not to be in compliance with these Official Terms then your Video will not be included in the Film.

- 6.7 **In addition, you agree that the Licensees reserve the right (in their sole discretion) not to consider your Video for inclusion in the Film on the basis of anything learned or obtained as a result of any additional documentation required by the Licensees which would constitute a breach of these Official Terms. The decision of the Licensees is final, including any application and/or interpretation of these Official Terms.**

## **7. YOUR LICENCE TO US**

- 7.1 By uploading your Videos to the Film Microsite and for the opportunity to be considered for the Film, you irrevocably grant the Producer and the Licensees a worldwide non-exclusive, royalty free licence (where relevant, by way of present licence of present and future copyright) to:
- (i) download, copy, reproduce, adapt, alter, rearrange, edit, cut, dub, translate or subtitle in any language, add to or delete from and undertake data analysis in relation to your Video (including without limitation the right to extract audio only or picture only content from your Video and any clips, extracts or still images from your Video), in any way whatsoever, for the purpose of making and producing, advertising, promoting, marketing, publicising, broadcasting, exhibiting, distributing, exploiting and communicating to the public the Film, and to include your Video (or any such altered or edited version of your Video and any clips, extracts or still images from your Video) in the Film whether as a single sequence or a series of sequences and preceded or followed by and interlaced with such other content (including without limitation any commercial breaks) as we determine in our sole discretion;
  - (ii) advertise, promote, market, publicise, broadcast, exhibit, communicate to the public, distribute and exploit the Film (and any clips, extracts, or still images from the Film) incorporating your Video (or any part(s) thereof), or any such altered or edited version of your Video (or any part(s) thereof), throughout the world in perpetuity in all media and by any and all means now known or, unless prohibited by law, devised in future (including without limitation any renting and lending of the Film);
  - (iii) communicate your Video or any part(s) thereof (whether or not as part of the Film) to the public via the Film Microsite and/or any other website owned by us relating (in whole or in part) to the Film including without limitation the YouTube channel located at [www.youtube.com/lifeinaday](http://www.youtube.com/lifeinaday) (together with the Film Microsite, the “**Film Websites**”), including without limitation for promoting and redistributing part or all of the Film Websites in any media formats and through any media channels;
  - (iv) use the Video, or any part(s) thereof, to promote, advertise, and market the YouTube website and any other websites, products, businesses and/or services of any Google Group Company; and
  - (v) assign and/or sub-licence to any third party (in whole or in part), including without limitation the Licensees, any or all of the rights specified in sub-clauses (i) – (iv) above.
- 7.2 You agree to give to us copies of materials relating to your Video now or after the date of these Official Terms delivered by you to us or uploaded by you at our request to a special site. We will not return to you any physical materials and copies of materials relating to your Video delivered by you to us and we shall have no liability to store or retain the same and shall have no liability whatsoever to you arising from the destruction or loss of the same by us or any third party.
- 7.3 In this clause 7 the expression “Film” also includes any trailers, teasers, advertising or promotional material, DVD and Blu-ray “extras”, bonus materials, electronic press kits, soundtrack albums, making-of films, documentaries or other productions, sound recordings or materials based on, or relating to such film, or any other material connected with advertising, promoting, publicising or exploiting such film (together “**Derivative Film Material**”).
- 7.4 **If your Video (or any part of it) does not appear in the Film or in any Derivative Film Material or on any Film Website, the licence in this clause 7 will not apply.**

## **8. ONSCREEN APPEARANCES – YOU, OTHERS AND LOCATIONS**

- 8.1 If you appear in your Video or if your voice or sounds you make are audible in your Video, and your Video (or any part of it) is included in the Film and/or any Derivative

Film Material and/or on any Film Website, you irrevocably grant to the Licensees, all performance consents which are or may be required under the Copyright, Designs and Patents Act 1988 (UK) (as amended or re-enacted from time to time) and any other analogous legislation in any part of the world for the exploitation of your appearance and performance in your Video and of the Film (or any part of the Film) and any Derivative Film Material, throughout the world, in perpetuity, in any media, now known or, unless prohibited by law, devised in future. Licensees have the unlimited right to dub and/or subtitle your performance in any language.

- 8.2 If anyone other than you appears identifiably in your Video or their voice or other sounds made by them can be heard in your Video or their name is referred to in your Video, and/or if any location other than your own property, appears identifiably in your Video, in submitting the Video you represent and warrant that you have obtained all necessary assignments, licences, consents, grants of rights and (to the fullest extent permitted by applicable law) waivers and releases of moral rights from such individuals and/or the owners of such locations (as applicable) so as to enable the Licensees to exploit your Video in accordance with these Official Terms incorporating the names, images, voices, sounds and performances of such individuals and/or photographs, recordings and sound recordings of such locations (as applicable), throughout the world, in any and all languages, in perpetuity, in any media and by all means, now known or, unless prohibited by law, devised in future, without hindrance and without any payment obligations to such individuals and/or owners (as applicable). In the event your Video is provisionally selected for possible inclusion in the Film and/or on a Film Website, we will require you to provide signed Appearance Releases and/or location releases (as applicable).

## **9. CREDIT FOR YOUR VIDEO**

If your Video (or any part of it) is included in the final cut of the Film (but not otherwise), you will receive a credit using the full name given by you when you submit your Video to the Film Microsite, as co-director of the Film in a list of contributors to the Film. The size, position and placement (whether in the Film or elsewhere) of such credit will be determined by us in our sole discretion. Unless prohibited by law, no failure by any Licensee or any third party to accord the foregoing credit shall constitute a breach of these Official Terms by us or entitle you to rescind your agreement to these Official Terms or to receive injunctive or other equitable relief or to enjoin or restrain the broadcast, distribution, exhibition, advertising, publicity, communication to the public or other exploitation of the Film or any Derivative Film Material.

## **10. YOUR NAME & LIKENESS FOR PROMOTION**

If your Video (or any part of it) is included in the Film and/or any Derivative Film Material, the Licensees shall have the right to use your name, photograph and non-photographic likeness and any still frames or moving images of your likeness taken from your Video and any recordings of your voice or sounds you made taken from your Video throughout the world for all purposes of advertising, promotion, publicity, broadcast, exhibition, distribution, exploitation and communication to the public of the Film, any Derivative Film Material and the Film Websites, the YouTube website and any other websites, products, businesses and/or services of any Google Group Company, in any and all media now known, unless prohibited by law, or devised in future, in perpetuity.

## **11. MORAL RIGHTS AND WAIVER OF CLAIMS**

- 11.1 If your Video (or any part of it) is included in the Film and/or any Derivative Film Material or on any Film Website, to the fullest extent permitted by applicable law, you irrevocably waive the benefits of and agree not to assert or exercise and waive and release the Licensees from any and all claims that you may now or hereafter have in any jurisdiction based on any provision of law known as "moral rights" or "droit moral" or any similar rights or unfair competition with respect to the Licensees' exploitation of your Video without further notification or compensation to you of any kind, and you

agree not to instigate, support, maintain, or authorise any action, claim, or lawsuit against the Licensees or any other person in connection with your Video, the Film or any Derivative Film Material, on the grounds that any use of your Video or any derivative works thereof, infringe or violate any rights of you and/or any participant therein.

- 11.2 You warrant that neither you nor any other person will make any objection in the future to your Video (or any part(s) thereof) being included in the Film and/or the Derivative Film Material and/or any Film Website and irrevocably waive and release the Licensees from all and any liability of whatsoever nature following from or arising as a result of the inclusion of your Video (or any part(s) thereof) in the Film and/or any Derivative Film Material and/or any Film Website including by way of illustration claims in respect of or invasion of privacy, violation of any publicity rights, defamation, breach of moral rights or similar rights, or breach of any personal or property rights and you undertake that you will not now or in the future assert or maintain any such claim against any of the Licensees.

## **12. REMUNERATION**

- 12.1 Inclusion of your Video in the Film and/or any Derivative Film Material and/or on any Film Website will be deemed sufficient consideration for all rights granted to us under these Official Terms and neither you nor any other person shall be entitled to any further sums whatsoever in connection with any exploitation of the rights granted to us under these Official Terms.
- 12.2 Inclusion of your Video in the Film and/or any Derivative Film Material and/or on any Film Website shall include equitable remuneration in respect of rental and lending rights and cable retransmission rights and any similar rights to which you may now or shall subsequently become entitled under the laws of any country in connection with the exploitation of the Film and/or any Derivative Film Material.

## **13. NO OBLIGATION**

- 13.1 We shall be under no obligation to include your Video in the Film or in any Derivative Film Material or on any Film Website or, having made the Film or any Derivative Film Material including your Video (or any part(s) thereof), to broadcast, exhibit, communicate to the public or exploit the Film or any Derivative Film Material and shall have no liability whatsoever arising out of the foregoing.
- 13.2 In addition to Videos submitted by contributors via the Film Microsite, the Licensees and partner organisations shall be entitled to obtain footage for the Film from selected organisations and individuals in various territories throughout the world (whether or not via the Film Microsite) in order to expand the global reach of the Project and the opportunity to participate. Videos submitted to us by such third parties are not subject to these Official Terms, but may be included by us in the Film. We shall have sole discretion in determining the proportion of the Film which comprises Videos contributed by such third parties.
- 13.3 We are unable to enter into any correspondence in relation to the selection of the content included in the Film or in any Derivative Film Material.

## **14. BREACH OF OFFICIAL TERMS AND LIABILITY**

- 14.1 In the event of any breach by us of any of our undertakings or obligations in these Official Terms, your sole remedy shall be for damages (if any) actually suffered by you (subject always to clause 14.2 below) and you shall not in any circumstances be entitled to rescind your agreement to these Official Terms or to any injunctive or other equitable relief or to enjoin or restrain the production, broadcast, distribution, exhibition, advertising, publicity, exploitation or communication to the public of the Film or any Derivative Film Material.
- 14.2 To the fullest extent permissible by applicable law, we shall not be liable for any economic losses, loss of goodwill or reputation or special, indirect or consequential



losses (whether or not such losses were within the contemplation of you and us at the date of your upload of your Video to the Film Microsite) suffered or incurred by you arising out of or in connection with these Official Terms or this opportunity. The Licensees' aggregate collective liability arising from or relating to these Official Terms (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to £100.

- 14.3 Nothing in these Official Terms shall be construed so as to limit or exclude either you or us from liability for fraudulent misrepresentation, or personal injury or death arising out of your or our (as applicable) negligence or breach of these Official Terms.
- 14.4 **You accept the conditions stated in these Official Terms, agree to be bound by the decisions of the Producer, warrant that you are eligible to participate in this Project, and agree except to the extent that any personal injury or death is caused by the Released Parties' negligence or breach of these Official Terms and to the maximum extent permitted by applicable law that the Released Parties shall not be responsible for (and you hereby irrevocably release them from liability for) any claims, losses, liability, damages, costs and expenses of any kind (including attorneys' fees and expenses), asserted against any of them or you or any third party, incurred, sustained, or arising in connection with the use, acceptance, or misuse of any Video or other material submitted by you, or while preparing for, participating in, and/or travelling to or from any Project-related activity (including without limitation your creation of your Video), including, without limitation, any injury, damage, death, loss, or accident to person or property, or from your breach of any agreement or warranty associated with the Project, including these Official Terms. Any attempt to deliberately damage any website or undermine the legitimate operation of the Project is a violation of criminal and civil laws and, should such an attempt be made, the Licensees reserve the right to seek damages or other remedies from any such person(s) responsible for any such attempt to the fullest extent permitted by law. Notwithstanding the review of any Video by the Producer, you understand and agree to bear sole liability for the contents of your Video and agree to indemnify the Released Parties for any damages, costs, expenses (including legal fees and expenses on an indemnity basis) and/or liabilities whatsoever incurred as a result of any third party's claim or demand relating to the content of your Video or its use and exploitation as contemplated herein. You further agree to indemnify and to keep the Released Parties fully indemnified against all claims, costs, expenses (including legal fees and expenses on an indemnity basis), proceedings, actions, demands, damages and/or liabilities whatsoever incurred by and/or awarded against and/or compensation agreed by any Released Party in consequence of any breach or non-performance by you of the warranties specified in clauses 4.1(i), 4.1(iii) and 4.1(v)-4(xvii) (inclusive) above in these Official Terms.**
- 14.5 You hereby acknowledge and agree that the relationship between you and the Producer is not a confidential, fiduciary, exclusive or other special relationship, and that your decision to submit your Video in connection with the Film does not place the Producer in a position that is any different from the position held by members of the general public with regard to elements of your Video, other than as set out in these Official Terms.
- 14.6 You acknowledge that there may be an element of risk of exposure to COVID-19 associated with preparing for, participating in, and/or travelling to or from any Project-related activity (including without limitation your creation of your Video) and you accept such risk. You agree to adhere strictly to all governmental and local health and safety and other legal requirements, restrictions, advice and guidelines, (including without limitation relating to social distancing, hygiene and cleaning, face coverings, travel, self-isolation and quarantine) to minimise the risk of exposure of you or any third party to COVID-19. You acknowledge that there remains a possibility that you may come into direct or indirect contact with COVID-19 and you freely and willingly agree to participate in the Project in this knowledge.

## **15. PRIVACY – PERSONAL DATA**

RSA1-LIAD2020 Limited will collect and process information relating to you in accordance with its Data Protection Notice set out at

<https://lifeinaday.youtube/static/pdf/dpn-f-en.pdf> which also summarises certain of your rights under applicable UK Data Protection laws.

## **16. ASSIGNMENT OR SUB-LICENCE**

- 16.1 We shall be entitled to assign, license, charge, encumber or deal in any other manner with these Official Terms or our rights and benefits under these Official Terms (in whole or part) to any third party.
- 16.2 You shall not be entitled to assign, license, charge or deal in any other manner with these Official Terms or your rights and benefits under these Official Terms to any third party without our prior written consent.

## **17. ENTIRE AGREEMENT & GOVERNING LAW AND JURISDICTION**

- 17.1 These Official Terms (together with all information provided by you at the point of submitting your Video to the Film Microsite) constitute the entire agreement between you and us and replace, supersede and cancel all prior agreements between you and us relating to the subject matter of these Official Terms.
- 17.2 In the case of any conflict between any provision of the Official Terms in this document and the Terms of Service, the Community Guidelines, any advertising or publicity about this opportunity, or the Film Microsite, the Official Terms in this document shall prevail.
- 17.3 For participants who are not an individual resident in the Province of Québec, Canada, the laws of England and Wales shall apply to these Official Terms (including non-contractual obligations arising out of or in connection with them). Except as specified below, each party irrevocably agrees, for our sole benefit that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Official Terms or their subject matter or formation. Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. Service of process in any judicial or other proceeding against you may be made by personal delivery (including by courier) or by post (by airmail if sent overseas) to the address provided by you to us under clause 6.2 (or such other address as you may notify to us in writing from time to time) and shall be deemed effected when left at the relevant address (in the case of personal delivery (including by courier)) or two (2) days after posting (if sent by post other than airmail) or six (6) days after posting (if sent by airmail). Where applicable, each of you and we waive application of the procedure for service of process pursuant to the Hague Convention For Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

## **18. SEVERABILITY**

If any provision of these Official Terms is invalid, void or unenforceable under the law, rules or regulations of a particular country, such provisions shall in no way affect any other provision of these Official Terms, the application of such provision in any other circumstance or the validity or enforceability of these Official Terms and such provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements of the relevant jurisdiction.

## **19. CANCELLATION**

The Producer may cancel, modify, or suspend the Project (or any portion thereof) at any time (with or without cause) in the Producer's sole discretion. In the event of cancellation or suspension, the Producer reserves the right, at its sole discretion, to select Videos for the Film from among all eligible Videos received up to the time of

such action using the criteria set out in these Official Terms or to not select any Videos. Nothing in these Official Terms shall be deemed a representation, warranty, undertaking or guarantee that the Producer will make any Film, display the Film, select any submitted Videos for the Film and/or use any submitted Videos in the Film.