

Terms for the ARRI – International Support Program

Arnold & Richter Cine Technik GmbH & Co. Betriebs KG (“ARRI”) together with its affiliated companies organize the international support program to actively support unique film projects (feature film or documentary) with selected ARRI packages such as: Camera, Lighting and/or Grip.

By submitting an entry, each applicant unconditionally accepts and agrees to these terms and warrants that his or her entry complies with all requirements set out in these terms and the decisions of ARRI.

TERM

The international support program (the “**Program**”) will be launched with official release at the website of ARRI. ARRI reserves the right to cease the Program at any time without stating any ground.

PARTICIPANTS

The Program is open to all producers regardless of age, sex or nationality. Program is open only to individuals who have reached the age of majority Germany. Officers, directors and employees of ARRI, and its subsidiaries and affiliates and their respective immediate family members or persons living in the same households of such employees, whether or not related are not eligible to enter the Program.

HOW TO APPLY

Each application consists of an application form. Visit www.arri.de (the “**Website**”) <https://www.arri.com/en/company/about-arri/supporting-talents/international-support-program#accordion-222186>

; complete the application form with the required information, including your name, address, telephone number, e-mail address, and project details; and submit along with your documents in accordance with the instructions that follow or given at the website.

- Applications must be in digital format. Only online entries will be eligible.
- Applications are only eligible from producers.
- The applicant guarantees that he is the owner of all rights or have all appropriate clearances, permissions and releases for the application and the project.
- The budget of the project must be financed already with more than 50 %.
- The budget for a feature film may be up to a maximum of US\$ 2 million, for a documentary up to a maximum of 400,000 US\$.
- The director must be attached and the main cast confirmed.

Any application that, in ARRI's good faith judgment, violates the Application Requirements will be disqualified. ARRI reserves the right to examine the submitted information and material in order to confirm compliance with these rules. ARRI shall not be responsible for incorrect or inaccurate application information. ARRI assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of applications.

EVALUATION AND DECISION

ARRI reserves the right to verify the validity and originality of any application and/or applicant (including an applicant's identity and address) and to disqualify any applicant who submits an application that is not in accordance with these terms.

Any submitted application is considered by ARRI in its sole and absolute discretion. ARRI is free to determine: acceptance of an application, to award an application and if awarded to determine time, type and scope of awarding. Decisions of ARRI are final and binding and not subject to appeal.

ARRI shall have no obligation (express or implied) to accept, evaluate or award any application and ARRI may at any time abandon, modify, change, extend, adapt or terminate the Program for any reason, with or without legal justification or excuse, and applicant shall not be entitled to any damages or other relief by reason thereof.

RELEASES

If the application contains any material or elements that are not owned by the applicant and/or which are subject to the rights of third parties, the applicant is responsible for obtaining, prior to submission of the application, any and all releases and consents necessary to permit the exhibition and use of the application and information in the manner set forth in these terms without additional compensation.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

Each applicant who enters this Program represents and warrants as follows: (i) except as set forth herein, the applicant is producer of the project and owner to all rights and titles regarding the project; (ii) the application does not and will not violate or infringe the intellectual property rights or other rights of any third party; and (iii) the application does not and will not violate any applicable laws. Each applicant hereby agrees to indemnify and hold ARRI 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 to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of applicant hereunder.

LICENSE

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each applicant hereby irrevocably and unconditionally grants to ARRI, its successors and assigns the non-exclusive right (but not the obligation) to use applicant's application in whole or in part, to reproduce, distribute, display and create derivative works of the applicant's application in connection with the Program and the marketing, advertising and promotion of the Program, in any media now or hereafter known, for no additional compensation; publication of the website and in social media and publication in magazines, prospects and/or other marketing materials in any and all languages, by any and all means, media, devices, processes and technology now known or hereafter devised, in perpetuity throughout the universe at no charge to ARRI. The rights granted shall include, without limitation (i) all reproduction, distribution and adaptation, rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to make changes to the application, and to use such application as ARRI shall from time to time determine in its sole discretion.

In case of awarding support to the project of the applicant, the applicant agrees to grant to ARRI the right to use material produced during the project for sales and marketing purposes, to produce and publish marketing materials and to publish on the Website. Details will be agreed in the support agreement concluded if applicant is awarded for support.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise to the project and/or any other information or documents provided by applicant to ARRI, except those rights granted explicitly herein.

LIMITATION OF LIABILITY

Applicants agree that ARRI shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Program or any Program-related activity, or from applicants' acceptance, receipt, possession and/or use or misuse of any support, and have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any support, including, without limitation, to such support's quality or fitness for a particular purpose.

ARRI reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the application process or the operation of the Program or the Website, to be acting in violation of these terms, or to be acting in an disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Program, or to annoy, abuse, threaten or harass any other person, and ARRI reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

NATURE OF RELATIONSHIP

Each applicant hereby acknowledges and agrees that the relationship between the applicant and ARRI is not a confidential, fiduciary, or other special relationship, and that the applicant's decision to provide the application for purposes of the Program does not place ARRI in a position that is any different from the position held by members of the general public with regard to elements of the applicant's application. Each applicant understands and acknowledges that ARRI have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each applicant also acknowledges that many ideas or stories may be competitive with, similar or identical to the application and/or each other in theme, idea, format or other respects. Each applicant acknowledges and agrees that such applicant will not be entitled to any compensation as a result of any ARRI's use of any such similar or identical material. Each applicant acknowledges and agrees that ARRI do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the application.

DATA PROTECTION

ARRI's Privacy Declaration (<https://www.arri.com/en/privacy>) applies.

GOVERNING LAW/JURISDICTION

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE TERMS OR THE RIGHTS AND OBLIGATIONS OF APPLICANTS OR ARRI IN CONNECTION WITH THE PROGRAM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE FEDERAL REPUBLIC OF GERMANY. EXCLUSIVE PLACE OF JURISDICTION SHALL BE THE DISTRICT COURT MUNICH (LANDGERICHT MÜNCHEN I).

In the event that any provision in these terms is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.