



## Casting Terms of Service

**Effective Date: February 13, 2023**

### 1.0 Scope

- 1.1 By participating in this casting (the “**Casting**”) for consideration by Sugar Mama Productions (Season 1) Inc., and its parent company, IndigeKin Productions Inc., and its affiliates and subsidiaries (collectively, “**SMP**”) in connection with the program currently entitled “The Sugar Mama” (the “**Program**”), the reviewer hereof (“**You**”) have read, understand and voluntarily agree to abide by these Online Audition and Materials Submission Terms of Service (the “**Terms**”) in their entirety as well as the Sugar Mama Privacy Policy (the “**Privacy Policy**”). You must be a Canadian citizen (as defined in the Citizenship Act) or Permanent Resident (as defined in the Immigration Act) and resident of Alberta to participate in the Casting.
- 1.2 By participating in any of the Casting, You accept these Terms and agree to be legally bound by them. **If You do not agree to these Terms, You should immediately stop participating in the Casting.**

### 2.0 Changes

- 2.1 These Terms are effective as of the Effective Date above.
- 2.2 SMP reserves the right in its sole discretion to change these Terms from time to time, effective upon posting to the Sugar Mama website or casting form on the Casting Crane platform (collectively, the “**Website**”). If SMP makes any material changes to the Terms, SMP will notify registered users by email through the email address You most recently provided to SMP. You will be bound by the most current version of the Terms, which will appear on this Website.

### 3.0 Registration and Access Controls

- 3.1 If SMP requests registration information from You to set up a user account, You must provide SMP with accurate and complete information and must update the information when it changes. In no case are persons under the age of eighteen (18) permitted to participate in the Casting.
- 3.2 You are responsible for maintaining the confidentiality of your user account login names and passwords and must not permit use of your account by anyone other than You. You accept responsibility for all activities, charges, and damages that occur under your account, and unauthorized use of your account. If You have reason to believe that someone is using your account without your permission, please contact SMP immediately. SMP is not responsible for any loss or damage resulting from unauthorized use of your account.

### 4.0 Application Materials

- 4.1 As part of the Casting, You will be required to submit audio, video, text, or other materials (collectively, “**Application Materials**”) via the Website as part of the application submission process (“**Application Submission**”). When You provide Application Materials, You grant to SMP, its affiliates and partners a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully sub-licensable license to use, reproduce, archive, edit, translate, create

derivative works of, make available, distribute, sell, display, perform, transmit, broadcast and in any other way exploit those Application Materials, and any names, images, voices, likenesses and other identifying information of persons that is part of those Application Materials, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights You may have in your Application Materials. **Without limiting the foregoing and for the avoidance of doubt, the aforesaid license shall be limited to only those activities which enable Producer to develop, produce, exploit and promote the Program.**

**4.2 Eligibility Requirements.** To participate in the Casting, You must be able to prove that as of the day You submit your Application Submission:

- 4.2.1 You will be at least eighteen (18) years old or above on or before the date that You upload your Application Submission;
- 4.2.2 You must be a Canadian citizen (as defined in the Citizenship Act) or Permanent Resident (as defined in the Immigration Act) and resident of Alberta;
- 4.2.3 You are not a member of the Alliance of Canadian Cinema, Television and Radio Artists ("**ACTRA**"), the Screen Actors Guild - American Federation of Television and Radio Artists ("**SAG - AFTRA**"), or any other performing artist union or guild. If You are a member of any performing arts union or guild, your participation as a contestant on the Program or in the audition process, if any, does not constitute a performance or appearance as defined by any performing arts union or guild, nor does it entitle You to any wages, salary, or other similar compensation; and
- 4.2.4 You do not have any other contractual arrangement that, in SMP's sole discretion, would prohibit You from fully participating in the show and/or entering into any contracts required by SMP.

**4.3 General Rights in Application Materials**

- 4.3.1 SMP reserves the right to determine, in its sole discretion, if You are eligible to proceed in the audition process. SMP may, at its sole and absolute discretion, select any eligible person to advance to any round of the auditions. SMP reserves the right in its sole discretion to modify or change the eligibility requirements hereunder from time to time and such modifications will be effective upon posting to the Website.
- 4.3.2 SMP may refuse or remove an Application Submission without notice to You. However, SMP has no obligation to monitor Application Materials, and You agree that neither SMP nor its affiliates will be liable for Application Materials or any loss or damage resulting from Application Materials.
- 4.3.3 You agree that any exploitation of your appearance in your Application Materials may be edited, cut, rearranged, adapted, dubbed or otherwise revised by SMP in connection with the Program or in any manner whatsoever, and that any such use will not entitle You to receive any wages, benefits, fees or other compensation.
- 4.3.4 SMP has no obligation to review your Application Submission or to use your Application Submission in any manner whatsoever.
- 4.3.5 You bear all responsibility for your Application Materials. You represent and warrant that You have all rights necessary to grant to SMP the license above and that your Application Materials do not violate this Section, the rights of any third party, or applicable law.

## **5.0 Publicity**

- 5.1 You understand and agree that SMP will solely control the issuance of all publicity, press releases and press conferences related to the Program, save as specifically permitted by SMP under this Agreement.
- 5.2 Except with SMP's prior written consent, you must not grant any interviews to third parties, participate in any publicity, press releases, or press conferences or communicate with any third party directly or indirectly in any respect in connection with the Program and in connection with your involvement with the Program, save as specifically permitted by SMP under this Agreement.

## **6.0 Exclusions/Disqualification**

- 6.1 SMP reserves the right to exclude or disqualify, in its sole and absolute discretion, any individual from the audition process for any reason or for no reason at all, including for violation of any portion of these Terms or tampering with the application process or the audition process. SMP also reserves the right in its sole discretion to change these Terms from time to time, effective upon posting to the Website and/or emailing notice of such changes to registered users. Being chosen to audition at any level in the process does not guarantee that You will be selected to audition further or to participate in the Program.

## **7.0 The Award**

- 7.1 The granting of the Program award (the "**Award**") is at SMP's sole discretion and SMP is not obliged in any way to award any prizes. Without limiting the foregoing, SMP will grant the Award in SMP's sole discretion based on merit including the participants' skill, judgment, originality, creativity, character and x-factor. Other than the Award, no other award or other consideration will be given in relation to your participation in the Program, unless SMP decides otherwise in its sole discretion. SMP's selection of the contestant entitled to the Award, or any other award, shall be final and binding and is not subject to any review, challenge or appeal. If the production of the Program is abandoned or terminated for any reason, neither the Award nor any award will be awarded unless SMP decides otherwise in its sole discretion. The recipient of any Award (or any element of any Award) shall be solely responsible for accounting to the Canadian Tax Office in this regard and for making any payment of tax properly due thereon, if any.

## **8.0 No Endorsement or Sponsorship of Products**

- 8.1 Except with SMP's prior written consent or as contemplated by this Agreement, you must not:
  - 8.1.1 have any contact with any media organization in relation to the Program;
  - 8.1.2 enter into any agreement or arrangement similar to that contemplated by this Agreement with any media organization including, but not limited to, any television broadcaster, radio broadcaster or program producer of any kind if your Application Submission is accepted for the Program; or
  - 8.1.3 give or receive any money or other valuable consideration in connection with your involvement or appearance in the Program; or
  - 8.1.4 market any product or service with reference to the Program and/or your participation in the Program; or
  - 8.1.5 during the time during which the Program is being produced and for three (3) months thereafter, associate with any cause, undertake any work, accept any endorsements, write for publications or appear in advertisements or speak in

public in such a way as may reasonably be considered by SMP to materially prejudice the Program, SMP's consent not to be unreasonably withheld.

## 9.0 Acceptable Use

- 9.1 Without limiting any other provision in these Terms, You agree **NOT** to do any of the following, or assist others in doing any of the following:
- 9.1.1 Maintain any link to the Casting that SMP asks You to remove, in its sole discretion;
  - 9.1.2 Frame the Casting, make the Casting available via on-line links, otherwise display the Casting in connection with an unauthorized logo or mark, or do anything that could falsely suggest a relationship between SMP or its affiliates and any third party or potentially deprive SMP of revenue (including, without limitation, revenue from advertising, branding, or promotional activities);
  - 9.1.3 Threaten, defame, stalk, abuse, or harass other persons or engage in illegal activities, or encourage conduct that would constitute a criminal offense or give rise to civil liability;
  - 9.1.4 Transmit any material that is inappropriate, profane, vulgar, offensive, false, disparaging, defamatory, obscene, illegal, sexually explicit, racist, that promotes violence, racial hatred, or terrorism, or that SMP deems, in its sole discretion, to be otherwise objectionable;
  - 9.1.5 Violate any person's or entity's legal rights (including, without limitation, intellectual property, privacy, right to one's image, and publicity rights), transmit material that violates or circumvents such rights, or remove or alter intellectual property or other legal notices;
  - 9.1.6 Transmit files that contain viruses, spyware, adware, or other harmful code;
  - 9.1.7 Advertise or promote goods, services or Casting without SMP's permission (including, without limitation, by sending unsolicited email);
  - 9.1.8 Remove, modify, disable, block or otherwise impair any advertising in connection with the Casting;
  - 9.1.9 Interfere with another user's participation in the Casting or otherwise disrupt the Casting;
  - 9.1.10 Disassemble, decompile or otherwise reverse engineer any software or other technology included on the Website or used to provide the Casting;
  - 9.1.11 Transmit, collect, or access personally identifiable information about other users without the consent of those users and SMP;
  - 9.1.12 Engage in unauthorized spidering, "scraping," data mining or harvesting of content, or use any other unauthorized automated means to gather data from or about the Casting;
  - 9.1.13 Impersonate any person or entity or otherwise misrepresent your affiliation or the origin of materials You transmit;
  - 9.1.14 Remove, avoid, interfere with, or otherwise circumvent any access control measures for the Casting, including password-protected areas and geo-filtering mechanisms, or any digital rights management measures used in connection with content; or
  - 9.1.15 Access any portion of the Website that SMP has not authorized You to access (including password-protected areas), link to password-protected areas, attempt to access or use another user's account or information, or allow anyone else to use your account or access credentials.
- 9.2 If You violate this section, SMP may terminate your access to the Casting without notice and

take any other actions or seek any remedies permitted by law.

#### **10.0 Access to Casting and Accounts (Where Applicable)**

SMP may take any of the following actions in its sole discretion at any time, and without giving You prior notice:

- 10.1 Change or discontinue the Casting;
- 10.2 Change how SMP offers and operates the Casting;
- 10.3 Remove content from the Casting;
- 10.4 Restrict, suspend or terminate your access to the Casting or features thereof; and
- 10.5 Deactivate your accounts and delete all related information and files in your accounts.

#### **11.0 Representations and Warranties**

You represent and warrant that: (i) You are the copyright owner of the Application Materials and Application Submission, (ii) the Application Materials and Application Submission are your own original work; (iii) the Application Submission is wholly original to You and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iv) the Application Submission neither infringes upon nor violates the intellectual property rights, privacy rights or other rights of any other person or entity, including the right to a third party's image; (v) the Application Materials and Application Submission do not and will not violate any applicable laws, and meets the Application Submission requirements. Application Materials must not contain any unauthorized third party owned material, including, but not limited to, trademarks, logos, music, copyrighted photos and the like. Additionally, You represent and warrant that You will not acquire any trademark rights, copyrights, or any other rights in the trademarks, trade names, logos or other intellectual property of SMP or any of its affiliates.

#### **12.0 Intellectual Property; Limited Use License**

- 12.1 This service is protected by intellectual property and other laws in Canada and in other countries. You must comply with all such laws and applicable copyright, trademark or other legal notices or restrictions. You shall not remove or alter any copyright, trademark, or other legal notices marked on the Website. As between You and SMP, SMP will retain all right, title, and interest in and to the Website. No transfer of ownership to any portion of the Website shall be made as a result of any access You are granted. Except as specifically provided below, we reserve all rights to the Website.
- 12.2 As between You and SMP, You will retain all right, title, and interest in and to the Application Materials, the Application Submission and any copyrightable works produced during your time on the Program (as, if and when applicable) or produced prior to your time on the Program and duly offered to SMP, and You shall grant to SMP, its affiliates and partners a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, fully sub-licenseable license to use, reproduce, archive, edit, translate, create derivative works of, make available, distribute, sell, display, perform, transmit, broadcast and in any other way exploit those materials described above, and any names, images, voices, likenesses and other identifying information of persons that is part of those materials, in any form, media, software, or technology of any kind now known or developed in the future. You shall further waive all moral rights insofar as it applies to the production, marketing and exhibition of the Program and any other related activities. **Without limiting the foregoing and for the avoidance of doubt, the aforesaid license shall be limited to only those activities which enable Producer to develop, produce, exploit and promote the Program.**
- 12.3 Subject to your compliance with these Terms, SMP hereby grants, and You hereby accept, a

limited, non-exclusive license to access and view the Website for personal, non-commercial purposes in accordance with these Terms. You may not build a business or other enterprise utilizing any part of the Website, whether for profit or not. Except as expressly authorized by SMP in writing, You may not either directly or through the use of any software, device, internet site, web-based service or other means download, stream capture, store in a database, archive or otherwise copy any part of the Website; upload, sell, rent, lease, lend, broadcast, transmit or otherwise disseminate, distribute, display or perform any part of the Website; license or sub-license any part of the Website; or in any way exploit any part of the Website. In addition, except as expressly authorized by us in writing, You are strictly prohibited from modifying the Website; creating, distributing or advertising an index of any significant portion of the Website; or otherwise creating derivative works or materials that otherwise are derived from or based in any way on the Website.

### **13.0 Nature of Relationship / Waiver of Equitable Relief**

13.1 SMP does not accept unsolicited submissions, including scripts, story lines, articles, fan fiction, characters, drawings, suggestions, ideas or concepts. It is SMP's policy to delete any such submission without reading it. Any similarity between an unsolicited submission and any elements in any SMP creative work is purely coincidental.

13.2 SMP has wide access to ideas, stories, designs, and other literary materials, and new ideas are constantly being submitted or being developed by its own staff. Many ideas may be competitive with, similar or identical to the Application Materials and/or each other in theme, idea, format or other respects. You will not be entitled to any compensation as a result of the use by SMP of any such similar or identical material. SMP does 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 Submission. With respect to any claim by You relating to or arising out of the actual or alleged exploitation or use of any Application Submission or other material submitted in connection with the Casting by SMP, the damage, if any, thereby caused to You will not be irreparable or otherwise sufficient to entitle You to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the auditions or the Program or any other production based on or allegedly based on the auditions or the Program, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

### **14.0 Indemnification**

You will defend, indemnify and hold harmless SMP, its affiliates, and their respective directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors or other representatives and all of their successors and assigns (collectively, the "SMP Parties") with respect to all third party claims, costs (including attorney's fees and costs), damages, liabilities, and expenses or obligations of any kind, arising out of or in connection with (i) your use or misuse of the Casting (including, without limitation use of your account, whether or not authorized by you, and claims arising from Application Materials), and/or (ii) any breach or alleged breach by You of any of the warranties, representations or agreements hereunder. SMP retains the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases You agree to cooperate with SMP to defend such claim. You may not settle any claim covered by this section without SMP's prior written approval.

### **15.0 Disclaimers; Limitation of Liability**

15.1 The Casting is subject to all applicable federal, provincial/territorial, and local laws. SMP

shall have no liability whatsoever for and shall be held harmless by You against any liability for any injuries, losses or damages of any kind to person(s) (including death) or property resulting in whole or in part, directly or indirectly, as a result of participating in these Casting or any related activity. You hereby waive any right to claim ambiguity in the Casting, these Terms or the Privacy Policy.

- 15.2 The SMP Parties do not warrant: (1) that the Website, any of the Website's functions, or any content will be uninterrupted or free of errors or omissions; (2) that defects will be corrected; (3) that the Website or the servers hosting them are free of viruses or other harmful code; or (4) that the Website or information available through the Website will continue to be available. The SMP Parties shall have no liability for any such issues. To the greatest extent permitted by law, the SMP Parties disclaim any express or implied warranties, including, without limitation, noninfringement, merchantability, fitness for a particular purpose, title, and as to quality, availability and subject matter of content. The Website, including all content and functions made available on, accessed through, or sent from the Website are provided "as is," "as available," and "with all faults."
- 15.3 The SMP Parties will not be liable for any failure or delay in their performance due to any cause beyond their reasonable control, including acts of war, acts of god, acts of third parties, earthquake, flood, embargo, riot, sabotage, labour shortage or dispute, governmental act, power failure, or failure of the internet or computer equipment.
- 15.4 The SMP Parties will not be liable to You or anyone else for any special, indirect, incidental, exemplary, punitive or consequential damages in connection with the Website, your use of the Website (including their functions and content), these terms or your Application Materials, even if foreseeable or even if one or more of the SMP Parties has been advised of the possibility of such damages (including, without limitation, whether caused in whole or in part by negligence, gross negligence, or otherwise, but excluding willful misconduct). You assume these risks by use of this Website and disclaim the right to enjoin the SMP Parties and/or the Program.
- 15.5 If You incur any damages that arise out of the SMP Parties' acts or omissions, the damages, if any, are not irreparable and are not sufficient to entitle You to an injunction or other equitable relief restricting operation of the Website or any other service, property, product, program, television show, motion picture, or other content owned or controlled by the SMP Parties.

## **16.0 Governing Law, Venue, And Jurisdiction**

- 16.1 The laws of the Province of Alberta govern all matters with respect to this Agreement, without regard to its conflict of laws principles. Any court action arising out of this Agreement will be brought exclusively in the superior or federal courts located in Moh'kins'tsis (Calgary), Alberta, and You irrevocably submit to the exclusive jurisdiction of any such court and agree not to plead to the contrary.
- 16.2 Regardless of any statute or law to the contrary, You must file any claim or action related to use of the Casting or these Terms within one year after such claim or action accrued. Otherwise You will waive the claim or action.

## **17.0 Disputes**

- 17.1 If You have any dispute with or claim against SMP or any of its affiliates, or if SMP has a dispute with or claim against you, in either case arising out of or relating to the Casting or these Terms (a "Claim"), and the Claim is not resolved by emailing [info@sugarmama.tv](mailto:info@sugarmama.tv) with the title "Dispute Resolution", You and SMP each agree to resolve such Claim through an

individual action in Moh'kins'tsis (Calgary), Alberta. To the greatest extent permitted by law, class arbitrations and class actions are not permitted, and your Claim may not be consolidated with any other person's claim. This section shall survive termination of these Terms or any subscription that You may have to any of the Casting.

- 17.2 Before the filing of an action with respect to a Claim, You must first send to SMP a written notice of your claim or SMP must send a written notice of SMP's claim to You ("**Notice**"). Your Notice must (1) be sent by email; (2) be addressed to the email described above; (3) describe the nature of your Claim; and (4) specify the damages or other relief You seek. If SMP and You do not resolve the Claim within thirty (30) days after SMP's receipt of Notice is received, either SMP or You may commence an action to resolve the Claim.

## **18.0 Miscellaneous**

- 18.1 SMP may be required by provincial/territorial or federal law to notify You of certain events. Such notices will be effective upon SMP's posting them on the applicable Website or delivering them to You via email. If You do not provide SMP with accurate information, SMP will not be responsible for failure to notify you. SMP's failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of such right or provision. These Terms, including all additional terms, conditions, and policies posted in connection with the Casting constitute the entire agreement between SMP and You and supersede all prior agreements with respect to the subject matter hereof. Nothing in these Terms affects any non-waivable statutory rights that apply to you. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Terms will continue to be valid and enforceable.
- 18.2 You authorize SMP to provide information concerning You and your activities to comply with applicable laws or respond to court orders, subpoenas, or other lawful requests, or if SMP believes doing so would protect your safety or that of another person, protect the security of the Casting, or as otherwise described in the Privacy Policy.
- 18.3 These terms will survive any termination of your access to the Casting, whether SMP terminates your access or You voluntarily discontinue your use.

## **19.0 Language of Terms**

The parties have agreed that this contract and all related documents be drafted in English. *Les parties aux présentes ont demandé et convenu que le présent contrat et tout document y afférent soient rédigés en anglais.*

## **20.0 Questions**

If You have questions regarding these Terms, please contact us at the email described above and we will endeavor to respond to your request within a reasonable period of time.