

LUNA BEAN STORY VIDEO CONTENT SUBMISSION AGREEMENT

Luna Bean is excited you are interested in sharing your footage with us. Please read carefully the terms and conditions that follow. This Luna Bean Awards Content Submission Agreement (the “**Agreement**”) is a binding agreement between you (“**You**”) and Luna Bean, LLC, a Florida limited liability company (“**Luna Bean**”).

Luna Bean Social Media Contest - Terms and Conditions

1. General Information

- The Luna Bean #LunaBeanStoryContest Social Media Contest ("Contest") is organized by Luna Bean ("Organizer").
- By entering the Contest, participants agree to be bound by these Terms and Conditions.

2. Eligibility

- The Contest is open to residents of the United States who are 18 years of age or older at the time of entry.
- This contest is void where prohibited by law, including in jurisdictions requiring registration for contests with prize values below \$1,000.
- Employees of Luna Bean, its affiliates, subsidiaries, advertising and promotion agencies, and their immediate family members are not eligible to participate.
- No purchase is necessary to enter or win. A purchase will not increase your chances of winning. See alternative submission method below.

3. Contest Period

- This contest consists of separate monthly contests. Each month contest begins on the 1st day of the month and ends on the last day of the same month.
- The Contest begins on February 1, 2025 and runs until further notice.
- Winners will be announced the 1st week of each month, starting in February.
- The Organizer reserves the right to cancel or modify the Contest at any time without prior notice.

4. How to Enter

- Participants must:
 - Create and upload original content to TikTok or Instagram featuring their Luna Bean Couples Casting Kit experience.
 - Use the hashtag #lunabeanstorycontest in the post.
 - Tag Luna Bean's official accounts: @lunabeancasting on TikTok and @luna_bean_casting on Instagram.
 - Provide a response to one or more of the following prompts in the caption:
 - What does this person mean to you?
 - What does your relationship mean to you?
 - Why did you choose to make a casting with this person?
 - Participants may submit multiple unique entries.
 - Participant may enter by mailing a video submission to GOJA, 8400 NW 36th St # 500, Doral, FL 33166, including their name, contact information, and response to the contest prompts.

5. Submission Guidelines

- All submissions must:
 - Be original and created by the participant.
 - Not contain any inappropriate, offensive, or illegal content.
 - Not include copyrighted material, including music, logos, or images, unless the participant owns the rights or has explicit permission.

6. Selection of Winners

- Submissions will be judged based on the following criteria:
 - Storytelling
 - Creativity
 - Emotional impact
 - Visual appeal
 - Connection with the Luna Bean product
- The Organizer will select and announce winners the 1st week of each month.
- The decision of the Organizer is final and binding.

7. Prizes

- Prizes are as follows:
 - One monthly winner will receive \$1,000.
- Prizes will be paid via PayPal or Check. Winners are responsible for any applicable taxes or deductions.
- The Organizer reserves the right to sponsor winners' or other participants' posts to increase visibility.
- Potential Recipients will be required complete personal information, payment method and required forms to comply with tax reporting obligations to receive their Award. Prizes valued at \$600 or more will require the winner to complete a W-9 form for tax reporting purposes

8. Rights and Permissions

- By entering the Contest, participants grant Luna Bean a worldwide, royalty-free, perpetual, non-exclusive license to use, reproduce, display, distribute, and create derivative works of their submitted content for marketing and promotional purposes, including but not limited to social media, advertisements, and product listings. See additional important conditions below.
- Luna Bean is explicitly granted rights for reposting, sparking, and boosting content.
- Participants retain ownership of their content.

9. Notification of Winners

- Winners will be notified via direct message on TikTok or Instagram within five (5) business days of the monthly announcement.
- Winners must respond within seven (7) days to claim their prize. Failure to respond may result in disqualification and selection of an alternate winner.

10. Liability

- The Organizer is not responsible for:

- Late, lost, misdirected, or incomplete submissions.
- Any technical issues affecting entry or participation in the Contest.
- Any claims, liabilities, or damages arising out of or in connection with the Contest.
- Participants must not engage in any dangerous, harmful, or illegal activities to create content. Luna Bean disclaims any liability for injuries or damages resulting from participation.

11. Privacy

- Any personal information collected as part of the Contest will be used solely for the purpose of administering the Contest and will not be shared with third parties without the participant's consent.

12. Governing Law

- The Contest and these Terms and Conditions are governed by the laws of the United States. Any disputes will be resolved in courts located in Florida.

13. Disqualification

- The Organizer reserves the right to disqualify any participant who violates these Terms and Conditions or engages in fraudulent or inappropriate behavior.

14. Amendments

- The Organizer reserves the right to amend these Terms and Conditions at any time without prior notice. Any changes will be communicated via the official contest landing page on Luna Bean's website.

BY UPLOADING YOUR CONTENT, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. *IF YOU DO NOT AGREE TO THESE TERMS, DO NOT TAG AND SHARE YOUR CONTENT ON TIKTOK OR INSTAGRAM USING #LUNABEANSTORYCONTEST.*

BY PARTICIPATING, SUBMITTER ACKNOWLEDGES THAT THEY PARTICIPATE AT THEIR OWN RISK AND THAT LUNA BEAN IS NOT RESPONSIBLE FOR ANY PHYSICAL HARM OR DEATH THAT MAY BEFALL ANY SUBMITTER AS A RESULT OF PARTICIPATION IN THIS CHALLENGE. SUBMITTER SHOULD NOT EXPOSE THEMSELVES OR OTHERS TO ANY DANGEROUS, HARMFUL OR ILLEGAL BEHAVIOR OR ACTIVITY AT ANY TIME DURING THIS CHALLENGE. SUBMITTER AGREES TO ABIDE BY ALL APPLICABLE LAWS.

Employees of Luna Bean, Luna Bean's parent company, affiliates, subsidiaries, individuals or entities contractually obligated to provide content to Luna Bean are not eligible to receive any compensation pursuant to this Agreement.

You represent and warrant that You own or have the right to license to Luna Bean pursuant to the terms herein all the video or audio visual content, footage and photographs filmed, captured and/or recorded with Luna Bean's digital audio visual camera, products, accessories, or otherwise filmed, captured and/or recorded, including any rights to the music contained therein, including the right to exploit any master recordings and underlying musical compositions as synchronized to the user generated content and the public performance rights for such user generated content and submitted by You to Luna Bean through any delivery means prescribed by Luna Bean (together, the "UGC").

Luna Bean wishes to license and You desire to grant Luna Bean a license to include, exhibit, display, reproduce or distribute the UGC for any and all purposes, including commercial purposes, and including but not limited to the marketing, promoting and advertising of the Luna Bean brand, products and services, testing of Luna Bean's technologies, monetization of content through advertising, subscription, licensing and other means. Such a license further includes, among other things, the right for Luna Bean to incorporate the UGC in video or audio-visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of Luna Bean or its licensees (the "**Luna Bean Network**") to create what is referred to herein as the "**Luna Bean Network Materials**."

This Agreement also governs Luna Bean's use of the name, nickname, likeness, rights of publicity, voice, live or recorded performance, autograph, photographs and biographical information of You or any third parties ("**Appearances**") as included in the UGC. You represent and warrant that You have obtained the appropriate licenses, permissions, and/or releases from all people that recognizably appear in the Content, including the real names, nicknames, likenesses, voices, live or recorded performances, autographs, photographs and biographical information of such third party individuals, and the owner of any music, images, video, audio, photos, text, or other material embedded within the UGC. If your UGC contains photographs or digital or video images that depict a child that is under the age of majority in their state of residence, You represent that You have written permission from the minor's parent or guardian to provide the photo, digital, or video image for commercial use.

The terms of use located at <https://lunabean.com/apps/pagefly/preview?id=5d2bd01d-79ae-4ed7-b82d-c7cc41c80323> ("**TOU**") and www.Luna Bean.com/legal/privacy-policy ("**Privacy Policy**") will also govern the relationship between You and Luna Bean. In the event of any inconsistency or conflict between the terms and conditions of the TOU or Privacy Policy and this Agreement, the terms and conditions of this Agreement shall prevail.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

LICENSE GRANT. Submitting UGC means that You hereby grant to Luna Bean, with a right to sublicense for commercial use, a perpetual, worldwide, unlimited, irrevocable, transferable, assignable, royalty-free, fully-paid license for Luna Bean to use that UGC and Your Appearances or other identifying information in connection with Your UGC, and the right to record, copy, publicly perform, broadcast, exhibit, transmit, distribute create derivate works and otherwise exploit any master recordings and

underlying musical compositions as synchronized to the UGC and provide the public performance rights for such UGC, for any purpose, including but not limited to any commercial advertising, in any manner or media now or later developed, including, without limitation, the rights enumerated below:

- **(a)** to reproduce, modify, display and prepare derivative works, publicly perform, publicly display, distribute, broadcast, transmit and otherwise use the UGC, in whole or in part, whether or not within or in connection with the Luna Bean Network Materials, for any purpose, in any and all media now known or hereafter created, including, but not limited to, the following (collectively, the “Licensed Uses”):
 - Online / Mobile: All forms of transmission over the Internet, mobile carrier networks, satellite networks or other method of connectivity (as defined below), including, without limitation, all forms of streaming technologies and downloads accessible on or through any and all websites, applications, gaming and/or media platforms, social media services and/or other offerings made available by the Luna Bean Network (collectively, “**Online Media**”);
 - PR / Industrial / Retail: All public relations, media outreach and/or industrial uses, including, without limitation, the exhibition, performance and other use of the Content and Appearances at retail establishments (e.g., “point-of-sale” and “point-of-purchase” displays), kiosks, trade shows, conventions, sales and/or marketing meetings and other industrial and/or promotional events;
 - Print Media: The display and other use of Luna Bean Network Materials in and in connection with all forms of print media, including, without limitation, catalogues, newspaper and magazine articles, editorials, advertising and circulars, merchandise packaging and product manuals;
 - Out-Of-Home / Transit / Events: The exhibition, display, performance and other use of the Content and Appearances via all forms of out-of-home advertising (including, without limitation, on billboards, “bus wrappers” and in other public places), in public or private transportation (including, without limitation, airline flights, trains, subway cars, buses, taxis, limousines and “ride-sharing” services) and at public events (including, without limitation, on electronic billboards and video displays at those public events);
 - Television: All forms of television media, whether linear or on-demand (including, without limitation, all forms of local, regional and network broadcast, pay, cable, satellite and internet protocol television);
 - Theatrical: Theatrical exhibition (including, without limitation, as embodied in motion pictures);
 - Home Video / EST: All home video formats (i.e., DVD, Blu-Ray, VHS and other fixed, transportable audiovisual media) and the “electronic sell-through” of motion pictures and television programs embodying the Content in digital download formats;
 - Internal Usage: internal usage for testing and system improvements by Luna Bean

- Other Uses: Any other exhibition, display, performance, communication to the public, distribution, exploitation or other use of the Content and/or Appearances not set forth above.
- **(b)** to the extent that You or any third party recognizably appear in the Content, to use the Appearances, in or in connection with the Content, in any and all media now known or hereafter created, including, but not limited, for the Licensed Uses for any purpose and as necessary to exercise the rights granted in these Terms. Subject to applicable laws, You waive any moral and privacy rights that You or Your licensors may have in any UGC.

USE OF YOUR UGC. Submission of Content to Luna Bean is not a guarantee that Luna Bean will publish or otherwise use the Content. For clarity, as part of the Licensed Uses, Luna Bean may use Your Content, in whole or in part or as part of the Luna Bean Materials without any further approval by You.

OWNERSHIP. Luna Bean acknowledges and agrees that You retain all right, title and interest in and to the UGC and Appearances, including all intellectual property rights, rights of publicity or privacy and moral rights therein, other than those rights granted herein. You acknowledge and agree that Luna Bean shall acquire all right, title and interest in the derivative works of the UGC that are contained as part of the Luna Bean Network Materials.

PAYMENT TERMS. Potential Recipients of Luna Bean Award will be notified through the Luna Bean Awards portal by E-mail (via the E-mail account used to sign in to Luna Bean Awards) and will be required to respond (as directed) to the notification attempt. Potential Recipients will be required complete personal information, payment method and required forms to comply with tax reporting obligations to receive their Award. If a Potential Recipient cannot be contacted by email after three (3) attempts over a 30-day period, or if they fail to correctly complete any of the required documentation for payment, the Potential Recipient will forfeit their Award.

ALTERNATIVE ENTRY METHOD.

- Submission Format:
 - Create and submit a video that aligns with the contest theme (e.g., storytelling, creativity, emotional impact). The video does not need to feature a Luna Bean product but must still meet the contest's general guidelines and criteria.
 - Participant may enter by mailing a video submission to GOJA, 8400 NW 36th St # 500, Doral, FL 33166, including their name, contact information, and response to the contest prompts.
- Deadlines:

- For online submissions, entries must be uploaded by 11:59 PM EST on the last day of the contest month. Submission will be entered in contest based on month video received.
- Judging:
 - Videos submitted via the alternative entry method will be judged using the same criteria and scoring process as all other entries to ensure fairness.

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WARRANTIES. You represent and warrant that: (i) **You have all rights and licenses necessary to grant to Luna Bean the rights granted in the UGC and Appearances, including but not limited to** rights to synchronize any master recording and or composition used to video , images, video, audio, photos, text, or other material embedded within the UGC, and You will pay any and all third parties who may be entitled to a royalty or fee (including public performance organizations) arising from the Licensed Use of any composition or master recording embedded within the UGC; (ii) **to the extent any Third-Parties are visible in the UGC, You have obtained express consent from the Third-Parties to submit their likeness;** (iii) Luna Bean's use or sublicense of the UGC, **Appearances, or Third-Party Materials** as contemplated by this Agreement will not infringe, misappropriate or violate a third party's intellectual property rights, rights of publicity or privacy, moral rights or any applicable law or regulation; (iv) Your agreement to the terms and conditions of this Agreement will not violate or conflict with any obligations owed by You to a third party; and (v) you will comply with all laws, rules and regulations applicable to this Agreement.

INDEMNITY. You will indemnify, defend and hold Luna Bean harmless from and against any and all claims, demands, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) breach of any of Your representations and warranties in this Agreement; (b) any third party claim that the UGC or Appearances, or Luna Bean's use thereof, infringe, misappropriate or violate such third party's intellectual property or other third party rights and (c) any third party claim that is based on any act or omission of You that results in personal injury, death, property damage or the violation of any law, ordinance or regulation.

LIMITATION OF LIABILITY. IN NO EVENT WILL LUNA BEAN BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE THEORY OF LIABILITY, ARISING FROM OR RELATED TO THIS AGREEMENT OR LUNA BEAN'S USE OF THE CONTENT AND APPEARANCES, EVEN IF LUNA BEAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LUNA BEAN'S TOTAL, CUMULATIVE LIABILITY TO YOU ARISING FROM OR IN RELATION TO THIS AGREEMENT WILL BE

LIMITED TO THE AMOUNT PAID BY LUNA BEAN TO YOU PURSUANT TO THIS AGREEMENT. Notwithstanding the provisions of this Section 8, nothing in this Agreement excludes or limits or purports to exclude or limit the liability of either party for: (a) death or personal injury resulting from negligence; (b) any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; or (c) for any liability which cannot be excluded or limited by applicable law.

GENERAL. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law known as conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Southern District of Florida and the parties irrevocably consent to the personal jurisdiction and venue therein. You may not assign or transfer this Agreement without Luna Bean's prior written consent, and any attempt to do so will be void. Luna Bean may freely assign this Agreement. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of this Agreement will be effective only if in writing and signed by both parties. If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement of the parties regarding its subject matter, and supersedes all prior understandings and agreements between the parties regarding its subject matter. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, or agency between the parties.

This contest is not sponsored, endorsed, or administered by TikTok, Instagram, or any other social network.