

Artlist

Artlist \$100K Creator Fund

General

1. Welcome to the ARTLIST \$100K Fund (hereinafter: “Fund”) video application (hereinafter: “Application”) organized by Artlist Ltd (hereinafter: “Organizer”), where you can pitch your idea for a creative video you dream to create, as detailed below, and have the chance to win a \$100K fund in order to bring your dream video project to life.
2. The dream video project, for which 1 winner will receive a one-time \$100K Fund opportunity to produce a project, should be an original creative video idea in the form of either: a short film, feature film, web series, music video, documentary, animation, experimental video, or educational video (a minimum of 3 minutes length), or another creative project around video, such as establishing a YouTube channel (hereinafter: “the Project”).
3. Participation in the Application is subject to these Terms and conditions (hereinafter: “Terms”). The Terms constitute a legally binding agreement for all intents and purposes between the participant (hereinafter: “You”) and the Organizer.
4. The Application is open to everyone above the age of 18, who is interested in pitching their creative video project to the Organizer.

Requirements for participation

5. In order to participate in the Application, you will be required to do following:
 - (a) Create a short video (up to 90 seconds) explaining your \$100,000 USD Project (hereinafter: the “Short Video”) and post it publicly on at least one of your social media profiles (YouTube, Instagram Reels or TikTok). Make sure to tag and mention Artlist (@artlist.io on TikTok and Instagram; @artlist_io on YouTube) and use the hashtag #Artlist100kFund. The idea must be your original creative video project.
 - (b) Fill the Application Form on the Artlist 100K Fund landing page (lp.artlist.io/100kfund)

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- (c) The Organizer shall compile, upon its sole discretion, a shortlist of candidates based on the Short Video and application form, which will be required to provide a pitch deck detailing the overall scope of their Project, including: cover letter, log line, synopsis, budget breakdown, production timeline, and visual references.
- (d) All submissions must be in the English language.
(hereinafter, collectively: "Materials").
6. You are required to make yourself available for an interview with the panel of judges regarding your Materials.
 7. The application is open to individuals or teams, provided all team members are above the age of 18, and all team members shall authorize one team representative to act on their behalf opposite the Organizer.
 8. The Organizer will choose, upon its sole discretion, Materials of one (1) winner (hereinafter: "Fund Winner") and will grant him/her the Fund award (as detailed below) as compensation for creating the Project based on his/her Materials. For the purpose of this clause, "one (1) winner" means an individual or a team (no matter how many members combine such a team).
 9. The Fund Winner undertakes to be available for the duration of the Project's creation according to the time table below, and to create and provide the Project according to the Fund's schedule as detailed below.
 10. By applying and sending us the Materials, you approve all these Terms and agree to be bound and comply with all of them, especially with regard to the realization of the Fund award schedule.
 11. The Organizer reserves the right to modify or cancel the Application and/or the Fund or any of the arrangements, schedules or other items directly or indirectly related to the Application and/or Fund, at any time and for any reason if deemed necessary in its opinion.

Eligibility

12. On the closing date of Materials submission, you must be 18 years of age or older.
13. You approve that there is no legal prohibition on your participation in the

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Application.

14. You must fulfill all the terms and conditions of participation.
15. Employees of the Organizer and their family members are not eligible to participate.
16. The Organizer is committed to complying with the sanctions laws and regulations of the United States, the EU and Israel. Accordingly, sanctioned countries, individuals/entities from sanctioned countries and individuals/entities named on a sanctions list are not allowed to participate in the Application.

Time Table

17. The Application will be held as follows:
 - launch: September 12th, 2023
 - Application submission deadline: October 12th, 2023
 - Fund winner announcement: 30 November, 2023.
 - Beginning of April 2024 - Showcasing the Fund Winner's Project.
18. The Organizer may change any of the dates specified above upon its sole discretion.
19. Any Material uploaded or submitted after the deadline date and time will not be eligible for the Fund award.
20. The Organizer will bear no responsibility in case the Materials were not received by the Organizer for whatever reason.
21. The decision whether a certain Material will participate or not will be made only by the Organizer and shall be final. Without detracting from the above, the Organizer reserves the right to decide whether certain Material may not participate in the Application at its sole discretion and for any reason (including for technical, procedural or substantive reason) and may disqualify Material that the Organizer believes might defame any person or entity and/or infringe upon, misappropriate and/or violate the rights of any person or entity or promote of improper objectives (such as promoting violence, hurting the helpless and so on).

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Fund Winner Selection

22. A panel of judges composed by certain Organizer's employees (as appointed by the Organizer at its sole discretion) will select the Fund Winner at its sole discretion and reserves the right not to select a Fund Winner or winners if Materials received are judged to be of insufficient quality. The criteria to be considered in selecting the winning Materials will include creativity, skills and overall quality and any other relevant criterion that the judges will find fit.
23. Panel's decisions will be final in every situation and you will not have any claim or demand about it.
24. The Organizer will notify the Fund Winner about her/his selection by an email to be sent to the email address provided by him/her during registration to the Application.
25. It's your responsibility to track the Application results. The Organizer shall have no liability for your failure to receive notices due to the provision of an incorrect or otherwise non-functioning email address. If any potential Fund Winner cannot be contacted, declines the Fund award, or fails to claim the Fund award within 48 hours of being notified that he or she is the Fund Winner or publication of Application results, then such potential winner will forfeit the right to be the Fund Winner, and the Organizer may select a replacement Fund Winner from among all remaining eligible participants.

Fund Award

26. General

The Fund award will be a grant of money that will be awarded to you by the Organizer as compensation for creating the Project, in order for your dream to come true.

27. The Fund Award

- \$100,000 USD

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- 1-year Artlist Max subscription.

All to be provided by the Organizer to the Fund Winner in order to create her/his Project.

28. Upon notification of you winning the award, you agree to the following:

- Signing an agreement with the Organizer stipulating the terms of payment of the Fund awarded to you for the creation of your Project.
- Creating your Project in the length of minimum 3 minutes.
- The Project must include music and/or stock footage from Organizer's site only (<https://artlist.io/>). SFX will be either from the Organizer's catalog or made by you (use of other SFX catalogs is strictly prohibited). You can include in the Project additional elements, including, but not limited to, templates, 3D elements, VFX to which you are the owner of and/or have the rights in and/or have the relevant license to use.
- The Project shall include notification that the Project was produced in association with Artlist \$100K Fund.

The organizer will hold all rights in the Project (as detailed below) , and shall have the right (among other things) to use the Project on all its social media platforms.

The Organizer, in its own discretion, may modify and/or add other elements to the Materials and/or Project.

In the event that the Project is not a specific form of video, but rather a project such as a YouTube channel, any video uploaded to the YouTube channel during the first year of winning the \$100K Fund grant shall include an Artlist ad-read and mention that it has been sponsored by the Artlist \$100K Fund.

The organizer will not manage the channel or take any part in channel monetization.

29. The Fund award is non-transferable and provided "as is". Organizer is not responsible for any award supplied by any third party and makes no

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warranty, guarantee or representation of any kind concerning the award (or any portion thereof) and disclaims any implied warranty.

Delivery of the Fund Award

30. The Fund award will be transferred (according to the schedule specified below) to the bank account specified in the contact details the Fund Winner will be required to provide after receiving the winner's announcement. The Fund Winner is obliged to provide full and complete contact and bank account details. The absence of contact and/or bank account details and/or details that are incomplete or inaccurate may deny the right to receive the Fund award. To the extent that the release of the Fund award involves the payment of customs duty this tax will apply to you only.
31. In the event that the Project is a form of a video production, as described in section 6 above, the Fund award will be delivered in five (5) installments, each portion of installment shall be determined according to the Organizer's discretion, to the Fund Winner's bank account, depending on the progress of Project's production.

The installments shall be divided according to the following schedule:

- After announcement of the Fund Winner following the provision of the all relevant contact and bank account details by the Fund Winner;
- Provision to the Organizer of a script by the Fund Winner, 1 month following the Fund Winner announcement;
- Before Project production set, 3 months following the Fund Winner announcement;
- Post-production of the Project, 5 months following the Fund Winner announcement;
- Provision to the Organizer of the Project by the Fund Winner.

(the "Deliverables").

In the event that the Project is a different creative project, such as establishing a YouTube channel, the Fund award will be delivered in installments, each portion of installment shall be determined according to the Organizer's discretion, to the Fund Winner's bank account, depending

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on the progress of Project's production.

The installments shall be divided according to the following schedule:

- After announcement of the Fund Winner following the provision of the all relevant contact and bank account details by the Fund Winner;
- Provision of a timeline and strategy plan required for the execution of the Project, 3 months following the Fund Winner announcement;
- The Fund Winner is required to launch the Project within the first year following the Fund Winner announcement;
- The remainder shall be paid following the launch of the Project, to maintain continuous support, subject to the provision of an ongoing content schedule and according to the Organizer's discretion.

(the "Deliverables").

The Fund Winner undertakes to provide each Deliverable according to the schedule specified above, the Fund Winner cannot change and/or deliver the Deliverable on a different schedule than specified above without the Organizer's prior approval in writing. Organizer may change any of the dates of Deliverables and/or schedule and/or installments and/or portion of each installment specified above, at its sole discretion.

32. The Fund Winner shall submit to the Organizer all concepts, scripts, initial cut and final cut, timeline and strategy plan, for its approval. The Organizer, at its sole discretion, will be entitled to require modifications and/or amendments to concepts, script(s), initial cut and final cut, timeline and strategy plan, and the Fund Winner undertakes to fulfill all Organizer requirements in this regard to its satisfaction. The Fund Winner will not start shooting and/or executing the Project before obtaining a written approval from the Organizer for the script and/or timeline and strategy plan.
33. The Fund Winner will be filmed and featured in a dedicated video showcasing the winner's story and overall Project idea. The Fund Winner shall make himself/herself available for the production of the video during the 30 days period following the announcement of the winner. The Fund Winner shall make himself/herself available and shall cooperate and

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participate in a follow up and/or any additional video production the Organizer may produce, according to the Organizer's discretion, with relation to the Fund and or the Project. The videos or parts of them will be published across all Organizer's social media channels, websites and other forms of media at the discretion of the Organizer. The Fund Winner shall make himself/herself available for participation in social media activities in collaboration with the Organizer social media channels and websites during the term of the Fund and after publication of the Project. Without derogating from the above, the Fund Winner must be available for communication with the Organizer's team at all times during the term of the Fund and after publication of the Project.

34. The Organizer shall have the right, at its sole discretion, to stop payments of the Fund award, in part or entirely, and/or cancel the Fund, in the event the Fund Winner does not comply with the terms above, including, but not limited to, does not submit to its approval the script or other elements as detailed above, does not make himself/herself available to the Organiser, does not provide the Deliverables on schedule, all as specified above, and/or the quality of the Deliverables and/or Project are not according to the Organizer's standards and satisfaction.
35. The Fund Winner is responsible for the production of the Project including insurance and clearance or licensing of any rights. The Project will be created solely by the Fund Winner, which shall not subcontract any of his/her duties, without the Organizer's prior written approval. The Fund Winner will be in charge of the production of the Project including, but not limited to, setting up all the required needs such as Camera and Lighting equipment, crew, cast, locations, etc.
36. Without derogating from the Fund Winner's liability according to these Terms or any applicable law, the Fund Winner will, at its own cost and expense, during the entire term of these Terms, Fund and production of the Project, keep in full force and effect with an authorized and reputable insurers, insurance policies the Fund Winner is legally obligated to effect in accordance with the state in which the Project is being created. The insurance policies will remain in effect continuously for the term of these

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Terms, Fund and production of the Project, and for such longer periods as is necessary to cover Fund Winner's indemnity obligations under these Terms or any applicable law. Fund Winner agrees that the Organizer will be held harmless regarding any manner of insurance related to Application, Fund and Project, this will include any manner of insurance with the location, the equipment, the cast and crew that'll be a part in the production of the Project.

Taxation

37. All taxes whose application is either directly or indirectly connected to the granting of the Fund award shall be charged to the Fund Winner. You understand that you are solely responsible for any and all federal, state and local taxes, fees and assessments of any governmental authority (including, without limitation, customs taxes, if and to the extent applicable) on any Fund award that you may be awarded in connection with your participation in the Application and and/or winning any of the Fund award. The Fund Winner may be required to sign, at the request of and in the sole discretion of the Organizer, a Release and/or a Fund Award Acceptance Form in order to receive the Fund award.

Warranties and Obligations

38. By submitting the Materials to the Organizer and receiving the Fund award, you assign and transfer to the Organizer all copyrights in the Materials and Project as well as all now known or hereafter existing rights of every kind and nature throughout the universe in perpetuity and in all languages, pertaining to the Materials and Project, unless specified otherwise above. Without limiting the foregoing, to the extent any Material/Project is not deemed to be exclusively owned by the Organizer, you hereby make a full, irrevocable assignment, in perpetuity, to the Organizer of all such Materials/Project, to be used by Organizer (among other ways) on its social media platforms and/or in Organizer paid marketing campaigns. If any

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Materials and/or Project is not assignable to the Organizer, you hereby grant to Organizer a perpetual, irrevocable, fully paid-up, royalty-free, fully transferable, sublicensable, exclusive, worldwide right and license, free from any liens or encumbrances, to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of, otherwise enhance or modify, synchronize and otherwise exploit all or any portion of such Materials and Project.

39. You hereby unconditionally and irrevocably waive the enforcement of “droit moral” rights, “moral rights of authors” or any similar rights with respect to attribution of authorship or integrity relating to the Materials and Project against Organizer and its exhibitors, broadcasters, publishers, licensees, users and other distributors.
40. You represent and warrant to the Organizer that: (a) your Application for the Fund and your obligations in accordance with these Terms do not and will not violate, conflict with, or result in a breach under any other agreement to which you are a party or by which you or the Materials and Project is/are or may become subject or bound; (b) you have all necessary rights to grant the rights and perform your obligation under these Terms without any third party participation or approvals; (c) you will not grant any rights under any future agreement, nor will it permit or suffer any new lien, obligation, or encumbrances that will conflict with the full enjoyment by the Organizer of the rights granted to the Organizer under these Terms; (d) you have and will have all requisite ownership, rights, and licenses to fully perform your obligations under these Terms and to grant to the Organizer all rights with respect to the copyrights, trademark rights and other intellectual property and/or proprietary right of any third party granted under these Terms, free and clear of any and all agreements, liens, adverse claims, encumbrances, and interests of any person or entity; (f) no part of any Materials and/or Project shall or will defame any person or entity and/or infringe upon, misappropriate and/or violate the rights of any person or entity, including, without limitation, any Intellectual Property Right(s), right(s) of privacy and/or right(s) of publicity of any third party;
41. You hereby unconditionally and irrevocably waive any claim or demand for

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any improper use of the Materials and Project, as well as regarding any matter related to the Application and Fund, inclusive of, without limitation, its operation, Terms and any other matter related thereto.

42. You shall, indemnify, defend and hold harmless the Organizer and its affiliates, and its and their respective directors, shareholders, officers, agents, employees, licensees, judges of the panel, successors and assigns from and against any and all damages, costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by a third party arising out of, relating to and/or in connection with, directly or indirectly, (a) any breach or alleged breach of any of the representations and/or warranties made by you under this Terms; (b) any breach or alleged breach of this Terms by you;
43. You agree that the Organizer will be entitled to use your name and/or image and/or photos and/or likeness for presentation and promotion of the Application, the Fund, the announcement of the Fund Winners and the Project, if and to the extent the Organizer may desire, at its exclusive discretion. Your full name and full contact information may be also disclosed in order to comply with law enforcement, court orders or legal process.
44. You understand and agree that you will receive no compensation in connection with your participation in the Application, the assignment and transfer of all rights in the Materials and Project and the use of the Materials and Project and your name and likeness.
45. You agree that the Organizer will be able to send you email messages referring to the Organizer's services and other various subjects. If you do not want to receive the Organizer's promotional or marketing emails, you can withdraw your consent at any time following the instructions in the Organizer's [Privacy Policy](#).
46. The laws of the State of Israel will exclusively apply to these Terms and the competent Court in Tel-Aviv – Yaffo only, and no other Court anywhere else, will hold unique and exclusive jurisdiction to hear any matter resulting from these Terms or involved in same (including any issue relating to the Application and/or the Fund and/or to the Materials and/or

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the Project), whether directly or indirectly.

47. Any notice sent by email to the email provided by you will be considered to have reached its destination and read within 24 hours from its dispatch and will be considered as lawful service for any purpose and intent.