C SPENCE

PROPRIETARY & CONFIDENTIAL

JULY 27, 2016

UPDATES HAVE BEEN MADE TO THE OFFICIAL RULES, GRANTING OWNERSHIP TO THE PRODUCERS OF THE FILM SUBMITTED FOR THE AIA I LOOK UP FILM CHALLENGE.

SEE MAIN TAKEAWAYS BELOW.

- Where possible, films submitted should abide by the following specs:
  Apple Pro Res 422
  1920x1080
  29.97fps
  Progressive

- See page 19 for start of release forms to be submitted along with the final film.

- Ownership of the content submitted to the I Look Up Film Challenge will remain with the producers / filmmakers.

- Owners reserve the right to use the film submitted to the challenge for personal purposes.

- Owners reserve the right to use the film submitted to the challenge for marketing and branding of the firm and/or architectural project.

- The AIA reserves the right to use the film submitted to the challenge for promotion or distribution in connection to the campaign.

For any questions, email challenge@cspencegroup.com

Thank you!

AIA Look Up Film Challenge 2016

Introduction and Overview

Thank you for your interest in the AIA Look Up Film Challenge (the "Contest")! CSpence Group ("CSG" or "Administrator") have teamed up with the American Institute of Architects ("AIA" or "Sponsor"), to invite filmmakers across the United States to organize teams of no minimum number of participants (each, a "Team"), and for each Team to submit as an entry in the Contest an original audiovisual work in accordance with the criteria described in this packet (each, a "Submission") for the chance to win one of the following prizes presented by the AIA: (1) Opportunity for distribution of winning film at the Architecture & Design Film Festival in New York, September 28 – October 2, 2016, (2) Opportunity for distribution of winning film at the SXSW Eco Conference, October 10 – October 12, 2016, (3) Opportunity for distribution of winning film at the Architecture & Design Film Festival in Los Angeles, November 16 – November 20, 2016, and the following cash prizes: (4) A total sum of two thousand and five hundred dollars ($2,500) for the Grand Prize Winner, (5) A total sum of two thousand and five hundred dollars ($2,500) for the Public Choice Award winner. All submitted films, in addition to the winning films, will have the opportunity to be distributed via AIA and CSG channels. To be considered for the prizes listed above, each Submission must address a prompt (the "Prompt"), as stated in the Film Challenge website, http://ilookup.org/filmchallenge, and emailed to challenge@cspencegroup.com by no later than August 14, 2016.

To register, all entrants must complete an application form located on the Contest website located at: www.ilookup.org/filmchallenge. Applications will be accepted from July 11, 2016 at 12:00:00 p.m. PDT to August 14, 2016 at 11:59:59 p.m. PDT.

Submissions (i) must be videos (with sound) in digital format, (ii) must be in the form of an original documentary (narrative elements including animation and special effects are permitted), (iii) must have a total run time between Two minutes (2:00) and three minutes (3:00), and (iv) must not have previously aired or been exhibited via YouTube, Vimeo, or otherwise on the Internet or in any other media.

Each Team will be required, as a condition to participation in the Contest, to review the enclosed packet of documents and return one (1) signed copy of the following:

- Signed copy of the Contest Official Rules Submission Agreement (**See Exhibit A,** the "Submission Agreemet").
- If needed, Talent Release(s) (**See Exhibit B**)
- If needed, Content License and Release(s) (**See Exhibit C**)
- If needed, Location / Property Release(s) (**See Exhibit D**)
- Content Clearance Checklist (**See Exhibit E)**

The Content Clearance Checklist (**Exhibit E**) will assist each Team with understanding which releases (**Exhibits A-D**) are required to be signed.

The Official Rules ("Official Rules") govern your Team's participation in the Contest and explain all of the details about how your Team can enter the Contest for the chance to win the Prize. All Team members and all individuals that participate in developing and creating the Submission must sign Submission Agreement. All Submissions must include entirely original content created by the Team members or content that has been properly licensed or cleared from the owner of the content, including, but not limited to, all copyrights, trade secrets, locations, and the rights of any individual in his or her name, likeness and/or voice. Submissions that violate the rights of others or contain trademarks, logos or brand names of others are not acceptable and are subject to disqualification.

Please be aware that by participating in the Contest, you grant the Administrator and Sponsor and its assignees and licensees a limited exclusive, royalty-free right, license (i.e., Licensee retains certain limited rights) and privilege in your Team's Submission (and all elements contained within the Submission) to edit, rearrange, exhibit, broadcast and/or otherwise exploit the Submissions and any parts thereof (or may refrain from doing so), in their sole and absolute discretion, in any and all media whether now or hereafter known, which may include, without limitation, www.studentsoftheworld.org, www.cspencegroup.com, www.aia.com, www.ilookup.org, www.ilookup.org/filmchallenge, and any advertising or publicity in connection therewith (collectively, the "Platforms"). For this reason, all Team members and all individuals that participate with developing and creating the Submission must sign and submit the Submission Agreement. Nevertheless, Administrator and Sponsor are under no obligation to broadcast, air, exhibit, distribute or otherwise exploit any Submission on the Platforms or otherwise, and may do so (or refrain from doing so) in their sole and absolute discretion. Neither the Team nor any of its individual members will be entitled to any compensation for such use or exploitation of the Submission or any part thereof by Administrator, Sponsor or their affiliates and designees.

You agree that you shall not license, sell or use the Submission for commercial exploitation or advertising purposes. Notwithstanding the foregoing, upon conclusion of the Contest, you and all your Team members may use your Submission solely for personal, non-commercial purposes; if such purposes are via the Internet through embedded YouTube or Vimeo player links. You and all of your Team members may include your Submission in your portfolio of work for future academic and/or professional opportunities. You may use yourSubmission for other contests or other challenges but only after notifying Administrator or Sponsor in advance of such use. On limited occasions you may be permitted to use your Submission for other purposes not specifically mentioned here, but you must first obtain prior written consent from the Administrator or the Sponsor.

If you have any questions about the Contest or the Official Rules, please contact agontaruk@cspencegroup.com.

Good luck!

EXHIBIT A

AIA Look Up Film Challenge

OFFICIAL RULES / SUBMISSION AGREEMENT

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS IS A SKILL-BASED CONTEST. VOID WHERE PROHIBITED BY LAW. SUBMISSION AGREEMENT AND PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. SPONSOR AND ADMINISTRATOR OBTAIN RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES FROM YOU, A CLASS ACTION WAIVER, AN AGREEMENT TO MANDATORY ARBITRATION OF DISPUTES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility. The AIA Look Up Film Challenge (the "Contest") is open only to an individual who, at the date and time of entry, is both: (i) a legal resident and physically located in one (1) of the fifty (50) United States or the District of Columbia. Employees, officers and directors of CSpence Group ("CSG" or "Administrator"), Students of the World ("SOW"), the American Institute of Architects ("AIA" or "Sponsor"), and each of their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies, distributors, assignees and prize suppliers (together Administrator and Sponsor, collectively, the "Contest Entities"), and each of such employees', officers' and directors' immediate family members and/or those living in the same household (whether legally related or not) are not eligible to enter the Contest or win a prize. For purposes of this Contest, "immediate family members" are defined as a spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and "those living in the same household" means those who share the same residence at least three (3) months in a year, whether legally related or not. Void where prohibited by law. By entering or participating in the Contest, entrants agree to be bound by these "Official Rules" and the decisions of the Judges (defined below) and/or of Sponsor and Administrator, which are binding and final on matters relating to this Contest, including, without limitation, interpretation of the Official Rules.

2. Contest Dates. The Contest begins on or about on May 19, 2016 at 10:00:00 a.m. ET with the Promotion and Registration Period and ends with the announcement of the Winners (defined below) on or about November 15, 2016 ("Contest Period"). During the Contest Period there are a series of related events which start and end on or about the dates noted below:

IMPORTANT CONTEST DATES:

Film Challenge timeline

Promotion launch	5/19/16
Promotion	5/19/16 - 7/10/16
Registration due	7/10/16
Challenge	7/11/16 - 8/14/16
Final films due	8/14/16
Judging	8/29/16 - 9/23/16
Public Voting	8/29/16 - 10/3/16

Announcement of Grand Prize Winner, Public Choice Award Winner, Runner Up, and Third Place at Architecture & Design Film Festivals.

Events:
Architecture & Design Film Festival in New York, September 28 – October 2, 2016
SXSW Eco Conference, October 10 – October 12, 2016
Architecture & Design Film Festival in Los Angeles, November 16 – November 20, 2016

Note: All dates/time are subject to change/extension in Sponsor's and Administrator's sole and absolute discretion.

3. How To Enter. To enter the Contest, during the Application Period, interested individuals in the United States shall fill out a submission form on Administrator's website as instructed by Administrator. On or about May 19, 2016, Administrator shall make public the Prompt for the Submissions. Each Team shall work on producing its video submissions (each, a "Submission" and collectively, the "Submissions") in accordance with the criteria set forth herein (including, without limitation, the Content Guidelines set forth in Paragraph 4 below). The Teams shall deliver their fully completed Submissions by the applicable Contest Entry Deadline and shall follow the specific delivery instructions established by Administrator in its sole and absolute discretion.

For purposes of this Contest, an "Entry" includes the following: (i) a Submission that follows the technical, creative, and legal requirements disclosed in these Official Rules, including, without limitation, the Content Guidelines set forth herein; and (ii) a fully-completed Contest Official Rules Submission Agreement (attached hereto as Exhibit A).

Limit of one (1) entry per Team for the Contest. Each Team member ("Member" or "Entrant") must meet the eligibility requirements above. A Member may only participate on one Team. A Submission may, in Sponsor's or Administrator's sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed in these Official Rules. Those who do not follow all of the instructions, provide the required information in their entry form, and abide by these Official Rules or other instructions of Sponsor or Administrator may be disqualified at Sponsor's and Administrator's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's or Administrator's sole and absolute discretion. Entries which subvert the entry process are void. All entries become the physical property of Administrator and Sponsor and will not be acknowledged or returned. Assurance of delivery of entries is the sole responsibility of Entrant. The Contest Entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

4. Submission Content Guidelines. Submissions that do not meet the following "Content Guidelines" are subject to disqualification at Sponsor's or Administrator's sole and absolute discretion, so read and follow these Content Guidelines carefully:

- Submissions must address the Prompt which will be announced on or about May 19, 2016 (the "Prompt").
- Submissions (i) must be videos (with sound) in digital format, (ii) must be in the form of an original documentary (narrative elements including animation and special effects are permitted), (iii) must have a total run time between two minutes (2:00) and three minutes (3:00), and (iv) must not have previously aired or been exhibited via YouTube or Vimeo, or otherwise on the Internet or in any other media.
- Submissions must comply with these Official Rules and meet all specifications or requirements called for in these Official Rules and other advertising for the Contest.
- All Submissions must include entirely original content created by the Team members or Team members must have obtained a license or permission to use the content from the owner of the content, including, but not limited to, all copyrights, trade secrets, locations, and the rights of any individual in his or her name, likeness and/or voice, and must not infringe on the intellectual property or other personal or proprietary rights of any other person or entity, and provide confirmation of such license or permission in writing to Administrator or Sponsor along with Team members Submission. If any content in Submission is not original including without limitation any music or sound track in the Submission it must be licensed or cleared from the owner of the content and Member must ensure that such license or permission also grants Member the right to sublicense all rights necessary for Member's compliance with this Agreement. Use of any materials in a Submission that infringe third-party rights is grounds for disqualification from the Contest and may subject the Members of the Team to liability Entries that contain brand names, trademarks or company logos are subject to disqualification. Each Submission, in its entirety, must be suitable for digital presentation in a public forum. Please keep

in mind that all Submissions may be made public, so Entrants should use good judgment about how subject matter, particularly sensitive material, is depicted or disclosed in their Submissions.

- Submissions must not have been submitted previously in any contest of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means.
- Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortious, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) contains things such as viruses, trojan horses or other technologies that could adversely impact the Contest or Administrator and Sponsor's Platform, and/or (f) is disparaging to the Contest Entities or is inconsistent with the positive images and/or goodwill with which the Contest Entities wish to associate (at the sole and absolute discretion of the Contest Entities).
- Submissions should not reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual.

5. Intellectual Property. Entrants, upon submission of their Submission to Administrator for entry in the Contest, hereby irrevocably grant to Administrator and Sponsor and its assignees and licensees (collectively, "Company"), for good and valuable consideration, receipt of which is hereby acknowledged, a limited-exclusive, royalty-free right, license (i.e., Licensee retains certain limited rights) and privilege (including, without limitation, the right to grant multiple level sublicenses), throughout the universe and in perpetuity, for all commercial and non-commercial purposes (including, but not limited to, merchandising, advertising and promotion purposes), in all media and languages now known or hereafter devised (including, but not limited to, film, television, videocassettes, CDs, DVDs and other storage mediums, streaming media, mobile media, print, interactive devices and Internet and on-line systems) to fix, copy, digitize, adapt, edit, add-to, delete from, modify, incorporate, combine with other material, transform, dub, alter, record, print, display, exhibit, transmit, distribute, use, publicly perform, and reproduce the Submission, Entrant's voice and instrumental, musical or other sound effects produced by Entrant in Entrant's Submission, and Entrant's name, likeness and photographs, either still or moving,. Without limiting the forgoing, Sponsor will have the right to use the Submissions submitted for entry in the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrant forever waives and relinquishes all so-called "moral rights (droit moral)" now or hereafter recognized. To the extent all such results and proceeds, including all intellectual property rights, are not vested exclusively in Sponsor as a result of the work-for-hire nature of this grant of rights, Entrant hereby automatically irrevocably assigns all such right, title and interest to Sponsor in perpetuity upon its creation. In addition, Entrant agrees that Administrator or Sponsor shall have the sole discretion in determining the extent and manner of the use of the Submission (without any obligation to compensate

Entrant for such use, if any), and all images, text and materials depicted therein, in whole or in part, and that Administrator and Sponsor are not obligated in any way to use or exploit same or anything else granted herein or any portion thereof in any medium or any manner. Entrants agree not to issue any publicity concerning the Contest Entities. Entrants agree that prior to or during the Contest Period, and, subject to the terms herein contained, after the Contest Period, they shall not license, sell or use the Submission for commercial exploitation or advertising purposes, and shall not use or permit any other public use, display or distribution of the Submissions. Notwithstanding the foregoing, upon conclusion of the Contest, Administrator and Sponsor permit Entrant and all Entrant's Team members to use their Submission solely for personal, non-commercial purposes; if such uses are via the Internet through embedded YouTube or Vimeo player links. Entrant and Entrant's Team members may include their Submission in their portfolio of work for future academic and/or processional opportunities. Entrants may use their Submission for other contests or other challenges but only after notifying Administrator or Sponsor in advance of such use. On limited occasions Entrant may be permitted to use Entrant's Submission for other purposes not specifically mentioned here, but Entrant must first obtain prior written consent from the Administrator or the Sponsor. Entrant agrees that neither the Sponsor, Administrator, nor their agents, shall be responsible for the return or preservation of the Submissions submitted. All Submissions that are posted on Administrator and Sponsor's website or elsewhere are available to be viewed by anyone with access to the Internet. Entrants' Submissions may provide the placement, form, format and text of credits for use with the Submission of which will be subject to Administrator or Sponsor's sole and exclusive discretion.

6. Additional Terms. Entrants acknowledge that Submissions are not being submitted in confidence or in trust to Administrator and that no confidential or fiduciary relationship is intended or created with any Contest Entity. Entrants further acknowledge that any Contest Entity and/or other Entrants may have created ideas and concepts contained in their Submissions that may be similar to those in his or her own Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because such similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate Entrants for their Submissions, and there is no obligation for any Contest Entity to pay or otherwise compensate Entrants for any of their ideas or materials in any communications with the Contest Entities whatsoever. Submissions are not confidential and the only obligations of the Contest Entities to Entrants regarding Submissions are as specifically set forth in these Official Rules. The decisions of the Sponsor and Administrator are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Each Entrant, by participating in the Contest, except where legally prohibited, grants permission for Sponsor and Administrator and their assignees, successors and designees to use the Entrant's name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Administrator and Sponsor reserve the right to request from Entrant at any time proof that Entrant maintains all necessary rights in the Submission in order to grant Administrator and Sponsor the rights

required herein in a form acceptable to Administrator and Sponsor. Failure to provide such proof may lead to, among other things, Entrant being disqualified from the Contest by Sponsor or Administrator.

7. Representations, Warranties and Indemnity. By entering the Contest, each Entrant represents and warrants that he or she has read, understands, agrees to and will follow the Official Rules. Entrants further represent and warrant that their Submissions: (1) are wholly original with such Entrant and/or Entrant's Team Members, and are not a copy or imitation of any other material, and that Entrant has all necessary rights to grant Sponsor the rights granted hereunder and exercise such rights without obligation or liability to any third party; (2) will not infringe or violate any right whatsoever including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, trade secrets, etc.) of any person or entity and the use thereof will result in no third-party liability or obligations on the part of the Contest Entities; and (3) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Further, each Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules. Each Entrant agrees to provide to Administrator copies of all such permissions, licenses and consents upon Administrator's request. Sponsor and Administrator reserve the right in their sole discretion to disqualify any Submission that they determine does not comply with these Official Rules, to make such changes to any Submission as are necessary to make it compliant with the Official Rules or the law, or to require Entrant to do so. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise encumbered his/her Submission to any other third party. Further, each Entrant represents and warrants that Administrator and Sponsor's use of any Submission shall not violate an agreement to which such Entrant has signed. Each Entrant further represents and warrants that he/she is not engaged pursuant to any union or guild agreement that results in any ongoing obligations resulting from the exploitation of the results and proceeds of his/her services (if any) in connection with the Contest, the Submission or any appearances in publicity or promotion in connection therewith. Entrants further represent and warrant that there is no performing rights society that has jurisdiction over any materials submitted by Entrants. Entrants agree to indemnify and hold the Released Parties (defined below) harmless from and against any third-party claims, to the extent relating to any breach of any representation, warranty or covenant made by such Entrant in connection with his or her acceptance of these Official Rules or Contest activities or otherwise in connection with the Submissions or the Contest itself.

8. Determining the Finalists. During the Initial Judging Period (see dates in the above chart), each Submission submitted by an eligible Entrant will be reviewed by the CSG judging team, who will review and judge all eligible Submissions for compliance with the Official Rules and based on the following judging criteria (collectively, the "Judging Criteria"):

- Storytelling & Adherence to Prompt (50%)
    - Does the Submission bring the prompt to life in an original, engaging and entertaining way?

- Does the film fall within one of the following categories: Resilience, Historic Preservation, Design for Health, Diversity/Inclusion, Community Impact, Emerging Professionals
- Does the film tell an inspiring story of an architect working on a project that will or is currently making an impact in the community?
- Is the story compelling, cohesive, and well crafted? Is the story unique, and does the storytelling hold the viewer's attention?

- Architectural Placement (30%)
  - Does the cinematography and visual approach portray architecture in a original and unique way?
- Technical Merit (20%)
  - Cinematography quality, including composition, color levels, focus and camera control.
  - Editing quality, including pacing, continuity, use of advanced or innovative editing techniques and use of special effects.
  - Soundtrack quality, including originality of score, audio integration, audibility and clarity.

Based on the total score the CSG judging team assigns to each Submission using the Initial Judging Criteria, five (5) to ten (10) Submissions will be ultimately selected by the CSG judging team, and the selected Team will be the "Finalists", subject to confirmation that the potential Finalists (i.e., each of the Finalist Team's individual Team Members) have met the eligibility requirements, submitted a timely and complete "Prize Acceptance Document," and complied with these Official Rules. If there is a tie after the CSG judging team applies the Initial Judging Criteria, the Administrator will bring in a tie breaking Judge to apply the same Initial Judging Criteria to break the tie and determine the Finalists.

9. Notification of Finalists. Finalists will be notified on or about August 22, 2016 that they have been selected as Finalists, unless the judging period is extended by Administrator and/or Sponsor. Notification is deemed to have occurred immediately upon the sending of an e-mail or the placing of a phone call. If a Finalist is found to be ineligible or not in compliance with these Official Rules or declines to continue to participate in the Contest for any reason, such Finalist may be disqualified and an alternate Finalist may be selected. The Contest Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify a potential Finalist or for any false, incorrect, changed, incomplete or illegible contact information provided by the Team. In order for a potential Finalist Team's Submission to be eligible for consideration in the Final Judging Round, Team must submit film via the contest's website http://ilookup.org/filmchallenge by no than August 14, 2016. The Contest Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information.

10. Determining the Winners. During the Final Judging Period (see dates above), each Submission submitted by an eligible Finalist will be reviewed by a Final Judging Panel, who will review and judge all eligible Submissions based on the Judging Criteria set forth in Paragraph 8 above.

Based on the total score the Final Judging Panel assigns to each Submission using the Judging Criteria, one (1) Submission from the Finalists will be ultimately selected by the Final Judging Panel, and the selected Submission's Team Members will be the "Grand Prize" presented by the AIA, subject to confirmation that the potential Winners (i.e., each of the Winner Team's individual Team Members) have met the eligibility requirements, submitted a timely and complete "Prize Acceptance Document", and complied with these Official Rules. If there is a tie after the Final Judging Panel applies the Judging Criteria, Administrator will bring in a tie breaking judge to apply the same Judging Criteria to break the tie and determine the Winners. The Final Judging Panel will also select a "Finalist Prize".

11. Determining the Public Choice Award Winner. During the Final Judging Period (see dates above), each Submission submitted by an eligible Finalist will be featured in the Look Up Film Challenge Website and will be reviewed by the public at large, who will watch and vote for their favorite film.

Based on the total number of votes given to each Submission by the public, one (1) Submission from the Finalists will be ultimately selected and will be the "Public Choice Award Winner" presented by the AIA, subject to confirmation that the potential Winners (i.e., each of the Winner Team's individual Team Members) have met the eligibility requirements, submitted a timely and complete "Prize Acceptance Document", and complied with these Official Rules. If there is a tie after the public at large votes, Administrator will bring in a tie breaking judge to apply the same Judging Criteria to break the tie and determine the Winners.

12. Notification of Winner and Public Choice Award Winner. Winners will be notified on or about September 23, 2016 unless extended by Administrator. Public Choice Award Winner will be notified on or about October 3, 2016 unless extended by Administrator. Notification is deemed to have occurred immediately upon the sending of an e-mail or the placing of a phone call. If a Winner is found to be ineligible or not in compliance with these Official Rules or declines to continue to participate in the Contest for any reason, such Winner may be disqualified and an alternate Winner may be selected. The Contest Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify a Winner or for false, incorrect, changed, incomplete or illegible contact information provided by the Team.

13. Prize and Value. The winning Team shall receive a cash prize ("Grand Prize") presented by the AIA consisting of $2,500 dollars. The Public Choice Award shall receive a cash prize presented by AIA consisting of $2,500 dollars. The Grand Prize Winner, Runner Up, and Third Place winners will all be eligible for the opportunity for distribution of their films at the following events: Architecture & Design Film Festival in New York, September 28 – October 2, 2016 SXSW Eco Conference, October 10 – October 12, 2016, and the Architecture & Design Film Festival in Los Angeles, November 16 –

November 20, 2016. The Prizes are non-transferable, and Sponsor/Administrator may, in its sole discretion, provide equivalents substitutions. All Prize details not specified in these Official Rules will be determined in Sponsor's and/or other Contest Entities' sole and absolute discretion. Prize details and availability are subject to change at Sponsor's and/or other Contest Entities' sole and absolute discretion. In the event a Winner or Finalist (including any of its individual Team Members) engages in behavior that (as determined by the Contest Entities) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor and Administrator reserve the right to terminate their right to receive a Prize. All prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

15. General Conditions. The Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the Prize or in any Contest-related materials. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Administrator's website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. The Released Parties are not responsible for injury or damage to participants' or to any other person's person or property related to or resulting from participating in this Contest or downloading materials from or use of Administrator's Website. Persons who tamper with or abuse any aspect of the Contest or the Administrator's Website or who are in violation of these Official Rules, as solely determined by Sponsor or Administrator, may be disqualified and all associated entries voided, all in Sponsor's/Administrator's sole judgment. Should any portion of the Contest be, in Sponsor's or Administrator's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor or Administrator, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Contest be unable to run as planned for any other reason, Sponsor reserves the right, in its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential Winner, Finalist or Award Recipients from all eligible, non-suspect entries received prior to the action taken or as otherwise deemed fair and appropriate by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's e-mail or other account to receive messages. CAUTION: ANY ATTEMPT TO DAMAGE ADMINISTRATOR'S OR SPONSOR'S WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE

MADE, SPONSOR OR ADMINISTRATOR MAY DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES AND COSTS) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

16. Release. By participating in the Contest, Entrants agree to release, discharge and hold harmless the Contest Entities and each of their respective directors, officers, employees, agents, successors and assigns ("Released Parties"), from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to the Contest itself, the Submissions, or Entrants' participation in the Contest and/or related to any Prize (including, without limitation, losses, damages or injuries (including any attorney's fees and costs) to Entrant's or any other person's equipment or other property, or to their persons, related to the development, creation or production of the Submission or otherwise related to such persons' participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property or other rights; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or Prize). Without limiting the generality of the foregoing Entrants agree that Released Parties: (A) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Contest and/or with respect to the Prize, including, without limitation, to the Prize's quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any company, manufacturer or other person or entity (if any) furnishing services, or products ("Suppliers") as a part of the Prize provided in connection with the Contest; and (C) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties. Each Entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and Submissions and to release all rights to bring any claim, action or proceeding against Released Parties. The Released Parties are not responsible for the actions of Entrants in connection with the Contest, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest.

Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH

THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

17. Publicity Release. Subject to applicable law, Entrants irrevocably grant the Released Parties and each of their licensees, successors, and assigns the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and by any and all means and media (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the Prize to the Winners, Finalists and Award Recipients. Each Entrant agrees that all rights to such promotional materials shall be owned by Administrator and Sponsor and his or her appearance therein and services in connection therewith shall not be subject to any union, guild or collective bargaining agreement; each entrant acknowledges that neither Sponsor, Administrator and Sponsor nor Administrator are, nor do they anticipate becoming signatories to any union, guild or other collective bargaining agreement that may be construed to relate to the Contest, the Submissions or the any of the foregoing related promotional materials featuring such Entrant's appearance or performance. In addition, each Entrant hereby affirms that neither he or she, nor anyone acting for such entrant, gave or agreed to give anything of value to any of the Released Parties, or any representative of any television network, motion picture studio or production entity, for arranging such Entrant's appearance in such promotional materials or the possible exhibition of such Entrant's Submission in any media whether now known or hereafter devised. Each Entrant understands that if he or she is a resident of any state (including Tennessee) where such Entrant has the right to limit his or her grant of publicity rights in his or her name for certain promotional purposes, such Entrant has elected to waive that right in consideration of the possibility of publicity. Each Entrant further agrees and acknowledges that he or she will not make any public statements or release any other information relating to the Prize and the Contest to the media without Sponsor's, Administrator and Sponsor's and/or Administrator's prior written approval.

18. Suspension / Modification / Termination. In the event Sponsor or Administrator is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor and Administrator shall have the right to modify, suspend or terminate the Contest. Sponsor and Administrator additionally reserve the right, in their sole and absolute discretion: (1) to modify, suspend or terminate the Contest should causes beyond Sponsor's/Administrator's control corrupt or interfere with the administration,

integrity, operation, security or proper play of the Contest; or (2) to disqualify any Entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Contest; (b) acting in violation of these Official Rules; or (c) acting in an un-sportsmanlike manner.

19. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor, or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR WITH ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS ($10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS ($10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

20. Disputes / Arbitration. The Parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor and Administrator shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago,

IL, New York City, NY, San Francisco, CA, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to Entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event shall any Entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation of this Contest (or any website connected therewith), exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Contest (or any website or any content or other materials used or displayed on the website used in connection with the Contest).

21. No Obligation To Use. Administrator and Sponsor and/or other Contest Entities shall have no obligation (express or implied) to use any or to otherwise exploit any Submission or any part thereof (including, without limitation, the Winners' Submissions) or, if commenced, to continue the distribution or exploitation thereof (or to compensate Entrants, Team Members or any other parties for any such uses), and Administrator and Sponsor and/or other Contest Entities may at any time abandon the use of the Submission (including, without limitation, the Winners' Submissions) for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.

22. Dates & Deadlines / Anticipated Number of Contestants. Because of the unique nature and scope of the Contest, Sponsor/Administrator reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest.

23. Further Documentation. If Sponsor and/or Administrator shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor and/or Administrator may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each Entrant agrees to sign the same promptly upon the applicable party's request therefor.

24. List of Contest Winner / Official Rules Requests. To receive any legally-required list of the Winners, Finalists and/or Award Recipients, send a stamped self-addressed envelope to CSpence Group, 25 Taylor Street, #401, San Francisco, CA 94102 within sixty (60) days of expiration of the Contest Period. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to the foregoing address

prior to the end of the Contest Period. Vermont residents may omit return postage with Official Rules requests.

25. Identification of Sponsor and Administrator. This Contest is sponsored by the American Institute of Architects (1735 New York Avenue, NW, Washington, DC, 20006), and administered by CSpence Group, 535 Mission Street, San Francisco, CA 94105. References to third parties in connection with the prize and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor, any of the other Contest Entities, or the Contest.

26. Information Submitted. As a condition of entering the Contest, each Entrant gives consent for Sponsor and Administrator to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information Entrants provide to Sponsor and Administrator may be used to communicate with Entrant in relation to this Contest or on a Contest Winner/Finalist/Award Recipients list.

27. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's or Administrator's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on Administrator's or Sponsor's Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

//END OFFICIAL RULES//

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EXHIBIT A

I ACKNOWLEDGE AND AGREE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THIS OFFICIAL RULES AND THAT I KNOWINGLY ACCEPT ALL OF THE TERMS OF THIS OFFICIAL RULES DOCUMENT IN THEIR ENTIRETY AND WITHOUT RESERVATION. By signing below, I confirm that I have read, accepted and executed this Submission Agreement including all of its accompanying Exhibits, as well as the Official Rules, and that I have all the necessary rights to so agree and submit the Submission.

Team Members' Names
_____

Team Members' Signatures:
_____

Date Signed: _____

Team Members' Addresses:
_____

Team Members' Phones:
_____

Team Members' E-Mails: _____

Team Members Date of Birth: _____

Team Member's Colleges and graduation year, if applicable:
_____

EXHIBIT B

Talent Release

(This Talent Release must be signed by everyone who appears in the Videos)

Title of Production:_____
Description of Talent's Role/Appearance in the Production:
_____

[INSERT DETAILED DESCRIPTION OF THE NATURE AND PURPOSE OF TALENT'S APPEARANCE IN THE VIDEOS]

I, _____ [Insert Name of Individual Appearing in the Videos], for good and valuable consideration, including the possibility of publicity, the receipt and sufficiency of which I acknowledge, hereby irrevocably grant to CSpence Group, LLC ("**CSG**") and its assigns and licensees (collectively, "**Company**"), the perpetual, worldwide, fully-paid, royalty-free, right to photograph, film, videotape or otherwise record, reproduce, depict or capture my performance, physical likeness, appearance, movements, image, name (or a fictitious name), biographical data and/or to record and reproduce my voice (in any language) and other sound effects made by me in any manner they desire and the results and proceeds thereof (the "Performance") in any medium or format now known or hereafter devised (including, without limitation, audio streaming, digital and/or terrestrial radio, publishing, animation, artwork, caricatures, film, television, videocassettes, interactive devices, and Internet and on-line systems), in perpetuity, throughout the universe, in any and all languages, related to the development, production, publication, distribution and/or exploitation of that certain creative audio-visual production (the "Production") to be produced by Company. The rights granted by me hereunder include the right of Company to create derivative works of the Production, and use the Production, and any derivative works thereof, in connection with related merchandising, advertising, promotion and/or any other lawful commercial and/or non-commercial purpose whatsoever. I hereby irrevocably assign to Company all rights now as hereafter recognized to the results and proceeds of my services and irrevocably waive all my so-called moral rights ("droit moral"). I expressly understand and agree that any such photography, film, tape or other recording of my performance, likeness, voice or sound effects made by me pursuant hereto, or provided by me (e.g., pre-existing content), or any reproductions or modifications thereof, and all rights therein, and all results and proceeds of my appearance and/or performance in connection therewith, shall be Company's sole and absolute property for any and all purposes whatsoever in perpetuity, and Company, and its licensees, successors and assigns, shall have the unlimited right throughout the universe to copyright and publish, display, perform, reproduce, distribute, exhibit and otherwise use said material or any part thereof in any manner they desire and in all media now known or hereafter devised in connection with the Production; it being understood that the Production, or any derivative works thereof, may contain factual and/or fictional scenes, action and dialogue. Without in any way limiting the foregoing, I acknowledge that Company shall have the right to change, modify, edit, add to, delete, transform, combine with other material or manipulate my performance, name, likeness, movements, voice and sound effects in connection with their exercise of said rights.

I agree that Company shall have sole discretion in determining the extent and manner of use of my performance, voice, music, sound effects, name or likeness or anything else granted herein and are not obligated in any way to use my performance, voice, music, sound effects, name, likeness or anything else granted herein or any portion thereof in any medium.

I represent and warrant that I have all right and authority to grant Company all the granted rights above with respect to my Performance or other services and that Company may exercise such rights without liability or obligation to third parties. I further agree that if by reason of the exercise of the rights herein granted, there is any claim or litigation involving any charge by third persons for violation or infringement of their rights, I will hold Company its subsidiaries, affiliates, assigns, successors and licensees, as well as their respective parents, principals, employees, contractors managers, directors, officers, agents and representatives (collectively, the "Indemnified Parties"), harmless from liability and will indemnify and defend them against any and all losses or expenses (including reasonable attorneys' fees and costs) arising from the defense of such claims or litigation. I hereby agree that I will not assert or maintain against the Indemnified Parties any claim, action, suit or demand of any kind or nature whatsoever, including, but not limited to, those grounded upon invasion of the right of privacy or of publicity or any other civil rights, defamation, libel or slander for any other reason in connection with the exercise of the consent of rights herein granted to Company or otherwise in connection with the Production and I hereby irrevocably waive any and all rights to seek or obtain any injunctive or other equitable relief. I further acknowledge and agree that any breach by me of this release will cause irreparable harm, and therefore, that the Indemnified Parties shall be entitled to injunctive or equitable relief in addition to all other remedies available at law or in equity, in any court of competent jurisdiction (without obligation to post any bond or surety or show harm). The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent that I am knowingly and voluntarily waiving the effect of any laws requiring the intent to release future unknown claims. This release and the rights granted hereby may be freely sublicensed and/or assigned (in full or in part) by Company.

I agree and acknowledge that the services I am rendering or have rendered are and shall not be governed by the terms of any union or guild collective bargaining agreement, and I understand and agree that the Production is a non-guild production and there will be no residual or any other type of payment due in connection with my Performance. In addition, I hereby affirm that neither I, nor anyone acting for me, gave or agreed to give anything of value to Company, or any representative of any television network, motion picture studio or production entity, for arranging my appearance in the Production.

This talent release shall be binding upon, and shall inure to the benefit of, my heirs, executors, administrators, successors and assigns. I hereby certify and represent that I have read the foregoing, fully understand the meaning and effect thereof and am signing this voluntarily. This release shall be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein (without regard to the conflict of laws provisions thereof) and I irrevocably consent to the exclusive jurisdiction and venue of the courts located in San Francisco, California. I acknowledge that this release constitutes the entire understanding of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings of the parties and that any modifications or amendments hereto must be in writing signed by the parties. A fax or photocopy of this document shall be deemed an original for all purposes.

No compensation will be paid hereunder.

ACCEPTED AND AGREED TO:

By: _____

Print Name: _____

Date: _____

IF I AM UNDER EIGHTEEN (18) YEARS OF AGE (OR UNDER NINETEEN (19) YEARS OF AGE IN ALABAMA OR NEBRASKA OR UNDER TWENTY-ONE (21) YEARS OF AGE IN MISSISSIPPI), THE FOLLOWING MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN:

I am the (father) (mother) (duly appointed guardian) of the above person, and I hereby consent to, join in and approve the foregoing authorization, will ensure that my minor child honors his/her obligations and will indemnify and hold Company, its assigns and licensees, and each of their officers, directors, employees and contractors, harmless against any claims or damages related in any way to the rights granted above, my child's performance or obligations hereof, any breach of the above representations, warranties and agreements or any attempt to disaffirm the foregoing.

_____

Signature

Print Name: _____ Address: _____ _____	Phone: _____

EXHIBIT C

Content License/Release

(This Content License and Release must be signed by everyone who contributes original content for use in the Videos)

Content Description: _____

Title of Production:_____

[DESCRIBE ALL SPECIFIC CONTENT THAT WILL BE INCLUDED OR MADE A PART OF THE VIDEOS]

The owner ("Licensor") of the content described above (the "Content") hereby irrevocably grants to CSpence Group, LLC ("**CSG**") and its assignees and licensees (collectively, "**Company**"), for good and valuable consideration, including the possibility of publicity, receipt of which is hereby acknowledged, a limited-exclusive, royalty-free right, license (i.e., Licensee retains certain limited rights) and privilege (including, without limitation, the right to grant multiple level sublicenses), throughout the universe, to fix, copy, digitize, adapt, edit, add-to, delete from, modify, incorporate, combine with other material, transform, dub, alter, record, print, display, exhibit, transmit, distribute, use, publicly perform, and reproduce the Content, and derivative works thereof, in perpetuity, from and after the date reflected below, including all rights required by the Official Rules/Submission Agreement for the AIA Look Up Film Challenge, in any and all media whether now or hereafter known, for all commercial and non-commercial purposes (including, but not limited to merchandising, advertising and promotion) (collectively, the "Licensed Rights"), on the terms and conditions described herein.

The Licensed Rights shall include the right to display, exhibit, transmit, distribute, use, publicly perform, and reproduce the Content and any derivative materials connected therewith (including, without limitation, advertising, promotional and marketing materials) in any digital medium or format now known or hereafter devised (including, without limitation, hard media (e.g., DVDs), audio/video streaming, digital downloads, digital and/or terrestrial radio, podcasting, mobile media, telecom, publishing, videocassettes, interactive devices, and Internet and on-line systems) for non-commercial or commercial purposes in connection with the Production. In addition and if applicable for music, the Licensed Rights, shall include a direct license of any and all performance rights, as well as all display, master recording, print, use, reproduction, digitization and synchronization rights for Company to exploit the Content (inclusive of all music therein) as contemplated by this Agreement, without requiring payment of any royalties or any other payments (e.g. mechanical, master use, synchronization, performance or union re-use) to Licensor or any third-parties in connection therewith. To the maximum extent permitted under applicable law, Licensor, on behalf of Licensor and Licensor's heirs, executors, and successors, hereby forever waives and relinquishes all so-called "moral rights (droit moral)" in or to the Content now or hereafter recognized. Licensor is delivering the Licensed Rights fully cleared, and no third-party consents, permissions, licenses, payments, royalties, liabilities or obligations will be borne by Company, or any of its licensees, successors or assigns. Company and its licensees and assigns shall have the perpetual right, but not the obligation, to use and license to others the use of the name, photograph, and biographical data of Licensor and, unless provided to the contrary above, of any others who appear in or contributed to the

Content ("Name and Likeness"), whether appearing in the Content or otherwise, for the following: (a) in billing, credits or attributions with respect to any Content (the form, format and placement of which shall be in Company's sole and absolute discretion); and (b) in publicizing, marketing, advertising and promoting the Production (and any productions or products produced and distributed in connection therewith) in any and all media throughout the world, provided, however, Name and Likeness shall not be used as a direct endorsement of any commercial good, product or service (other than the Production) without Licensor's prior written consent.

Licensor agrees that Company shall have sole discretion in determining the extent and manner of use of the rights granted herein and are not obligated in any way to actually use the Content in the Production in any medium or format. Licensor hereby affirms that neither Licensor, nor anyone acting for Licensor, gave or agreed to give anything of value to Company, or any representative of any television network, motion picture studio or production entity, for arranging for the use of the Content in the Production.

Licensor represents, warrants and agrees that: (a) Licensor has the unrestricted right and authority to execute and fully perform this content license and release, and the consent or authorization of no third party is required; (b) the Content (including, but not limited to, any musical compositions embodied therein, in whole or in part) and the use thereof as permitted by this content license and release, does not (and will not) violate, misappropriate or infringe any intellectual property right or any other rights of any third party and will result in no third-party obligations, payments or liability; and (c) no adverse claim(s) exist(s) with respect to the Content, and Licensor does not know of any grounds for any such adverse claim(s).

Licensor agrees to indemnify, defend (at the Indemnified Parties' (defined herein) election) and hold Company and its subsidiaries, affiliates, assigns, successors and licensees, as well as each of their respective parents, principals, employees, managers, contractors, directors, officers, agents and representatives (collectively, the "Indemnified Parties"), harmless from and against any and all loss, damage or expense, including reasonable attorneys' fees and costs, that the Indemnified Parties may suffer as a result of a breach or alleged breach of the Licensor's representations, warranties, or licenses herein or as a result of claims or actions of any kind or nature resulting from the use in any manner of the Content.

Licensor agrees that he or she will not assert nor maintain against the Indemnified Parties any claim, action, suit or demand of any kind or nature, whatsoever, including, but not limited to, those grounded upon invasion of privacy or of publicity or any other rights (including, without limitation, intellectual property rights), defamation, libel or slander or for any other reason in connection with the exercise of the rights granted herein or otherwise in connection with the Production. Licensor realizes that the Indemnified Parties are relying upon this release and, accordingly, Licensor hereby irrevocably waives any and all rights to seek or obtain any injunctive or other equitable relief against any of the Indemnified Parties. Licensor further acknowledges and agrees that any breach by Licensor of this release will cause the Indemnified Parties irreparable harm, and therefore, that each of the Indemnified Parties will be entitled to injunctive or equitable relief (without the need to post bond or surety or show harm) in addition to all other remedies available at law or in equity, in any court of competent jurisdiction. The

releases hereunder are intended to apply to all claims not known or suspected to exist with the intent that Licensor is knowingly and voluntarily waiving the effect of any laws requiring the intent to release future unknown claims. This release and the rights granted hereby may be freely sublicensed and/or assigned (in full or in part) by Company.

This content license and release shall be binding upon, and shall inure to the benefit of, Licensor's heirs, executors, administrators, successors and assigns. Licensor hereby certifies and represents that he/she has read the foregoing, fully understands the meaning and effect thereof and is signing this voluntarily. This release will be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein (without regard to the conflict of laws provisions thereof), and Licensor irrevocably consents to the exclusive jurisdiction and venue of the courts located in San Francisco, California. Licensor acknowledges that this release constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or oral representations and that any modifications or amendments hereto must be in writing signed by the parties. A fax or photocopy of this document shall be deemed an original for all purposes.

No compensation will be paid hereunder.

ACCEPTED AND AGREED TO:

LICENSOR

By: _____

Print Name: _____
Date: _____

EXHIBIT D

Location/Property Release

(This Location/Property Release must be signed by a party that gives permission for you to film or photograph the Videos at a specific location that is not on a public street)

Tape Date(s): _____

Location / Property Description: _____

Location Address: _____

Title of Production: _____

The owner ("Owner") of the location / property described above (the "Property") hereby irrevocably grants to CSpence Group, LLC ("**CSG**") and its assignees and licensees (collectively, "**Company**"), for good and valuable consideration, including the possibility of publicity, receipt of which is hereby acknowledged, permission to enter upon and use the Property and the contents thereof and the appurtenances thereto for the purpose of photographing, videotaping and recording certain scenes for any use by Company and its assigns and in any and all media whether now known or hereafter known, all on the terms and conditions described herein. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials".

Owner grants to entrants in the AIA Look Up Film Challenge ("Entrants") and Company for any and all uses 1) the right to photograph, record, depict and use in any manner whatsoever the Property and any names and trademarks connected with the Property and any signs, artwork, sculptures, pictures and fixtures located thereon, and any logos and verbiage contained on such signs, pictures and fixtures in connection with, 2) the right to refer to the Property by any real or fictitious name, the right to attribute any real or fictitious events as having occurred on the Property and the right to reconstruct the Property or any part thereof, and 3) the right to reproduce, publish, display, distribute, exhibit and otherwise use and exploit, and make derivative works of, the Materials, including, without limitation, the right to reference the Property by name and the right to exploit the Materials throughout the world, by any and all methods and in any and all languages, an unlimited number of times, in perpetuity in any and all media (including, without limitation, film, television, videocassettes, interactive devices and Internet and on-line systems etc.), now known or hereafter invented. All rights, including, without limitation, copyright in the Materials, shall be and remain vested in Entrants and Company, and neither the Owner, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Entrants or Company or any other party arising out of any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. Owner hereby particularly waives any right to seek and/or obtain rescission and/or equitable and/or injunctive relief. Company shall be the sole, exclusive and perpetual owner of all right, title and interest in the Materials and any photographs and recordings made hereunder in connection with the Property, including, without limitation, the copyright and all renewals and extensions of copyright therein. Owner agrees that Entrants and Company and each of Company's licensees, successors and assigns, shall have sole discretion in determining the extent and manner of use of the rights granted herein and are not obligated in any way to

use the Materials in any medium. Without limiting the generality of this Section, the rights conveyed include the right to alter, expand, fictionalize, adapt, edit, add to, subtract from, remix, combine with other material and make any arrangements and/or derivative works of the Materials. Owner hereby affirms that neither Owner, nor anyone acting for Owner, gave or agreed to give anything of value to Entrants or Company, or any representative of any television network, motion picture studio or production entity, for arranging for the appearance of the Property.

As a part of this agreement, Entrants and Company and its contractors shall have the right to place/install all necessary equipment and to bring a production crew and related staff on the Property on a temporary basis. All items brought onto the premises will be removed at the end of the production period and the Property, including buildings, landscaping and all things associated with same will be returned to their original condition, less reasonable wear, and except as mutually agreed upon and indicated below. Team will use reasonable care to prevent damage to said Property.

Owner acknowledges that Entrants and Company are photographing and recording such scenes in express reliance upon the foregoing. Owner represents and warrants that Owner has the full right and authority to enter into this agreement and to grant the rights granted hereunder and that the consent or permission of no other person, firm or entity is necessary to the grant of rights contained in this agreement. Owner further warrants that the Property is in a safe and well-maintained condition. The Owner agrees to indemnify and hold Entrants and Company and its subsidiaries, affiliates, assigns, successors and licensees, as well as each of their respective parents, principals, employees, managers, directors, officers, agents and representatives, harmless from and against any and all loss, damage or expense, including reasonable attorneys' fees and costs of any nature arising from any breach or any alleged breach by the Owner of any representation, warranty, covenant or agreement made by it in this agreement. Entrants and Company are not obligated to actually use the Property or include the Materials in any production for which it was shot or otherwise and Entrants and Company are not obligated to use, exhibit or otherwise exploit the Materials. This release and the rights granted hereby may be freely sublicensed and/or assigned (in full or in part) by Company. Owner agrees that it shall not have the right to assign or transfer this release.

This is the entire agreement and no oral representation or other inducements apart from this written agreement have been made. Owner warrants that no other authorization is necessary to enable Entrants and Company to use the Property for all purposes herein contemplated. This release shall be governed by the laws of the state of California, and the parties hereto consent to the jurisdiction of said state for all matters arising hereunder. Nothing contained herein shall be deemed to constitute a joint venture, or partnership between Entrants or Company on the one hand, and Owner on the other hand.

No compensation will be paid hereunder.

ACCEPTED AND AGREED TO:

OWNER

By: _____

Print Name: _____

Date: _____

NOTE: If an agent signs on Owner's behalf, please complete the following:

I, _____, warrant and represent that I am the authorized agent and representative of the above named Owner of the Property, and I have been expressly authorized by Owner to license Company and its licensees, assigns and contractors to use the Property and grant to Company all the rights granted to Company under this release, and I have, by my signature above, bound Owner to the terms and conditions of this release.

Agent for Owner

_____

Print Name:

Address:

Telephone Number: