



## RESIDENCY PROGRAM TERMS & CONDITIONS

1. This terms and conditions (the "Terms and Conditions") relate to a content creator competition entitled the "Residency Program" (the "Competition") which [\_\_], its respective licensees, assigns, parents, affiliates and/or subsidiary companies (the "Company") intends to run during [\_\_] and from which the Company shall select an unspecified number of content creators to participate in a one-week residency program at the Nomade Tulum Hotel (the "Hotel") (the "Residency Program").
2. By entering this Competition, the entrant (the "Content Creator") accepts these terms and conditions as set out hereinafter and the Content Creator further accepts that the Terms And Conditions of this Competition may be altered, amended, varied or otherwise modified by the Company at any time up to and including the final determination of the Competition and that such alteration, amendment or variation may be made orally or in writing and at all times the Terms And Conditions are at the sole discretion of the Company.
3. The Competition is open to all content creators over the age of 18 years old on [\_\_] which partipate in all creative disciplines such as visual artists, photographers, illustrators, ceramicists, designers, filmmakers, writers, musicians, dancers and performance artists, and entries are permitted from the United States of America and Mexico. The Competition is also opened for groups of two (2) persons acting jointly.
4. The competition shall open at [\_\_] and shall close at [\_\_]. Entries received after this date and time shall not be considered for entry under any circumstances. The Company reserves the right, in its absolute discretion, to extend the closing date of the Competition for a reasonable period of time and where so extended the date upon which the Company decide to be the subsequent closing date shall be the closing date for the purposes of these Terms And Conditions.
5. In order to enter the competition, all entrants shall complete an online application form at [\_\_] (the "Entry Form") and follow all directions therein. Content Creators shall provide a concise artist statement, a PDF portfolio or their work and an outline of their work objectives and expectations during the Residency Program (the "Entry Documentation"). A reference letter is not mandatory but is highly encouraged and can significantly impact the selection process.
6. While the Company shall endeavor to provide advance notice to all Content Creators with respect to key dates and timelines, the Company reserves the right to make such alterations and changes to key dates as determined by the Company in its own discretion.
7. A third party (e.g. agent or other representative) may submit Entry Documentation on behalf of the Content Creator, but the third party must confirm: a. receipt of the Content Creator's permission, and provide evidence of full authority and legal right, to submit the Entry Documentation, and; b. that in order to provide

the information regarding the Content Creator or the Content Creator's Entry Documentation, they have first consulted with the Content Creator and made all appropriate enquiries for the purpose of providing that information and taken the necessary steps to ensure accuracy of all such information provided, and; c. agree to be bound by these Terms and Conditions as if the Content Creator had entered by himself; d. do hereby indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising from the submitted Entry Documentation.

8. Entry Documentation that does not fit within the Terms and Conditions will not be admissible and will not be considered for the Competition. The Company shall retain full and sole discretion over every question as to the admissibility or otherwise of any given Entry Documentation. The following are examples (without limitation) of inadmissible Entry Documentations: a. Copies of original Entry Documentations; b. Entry Documentations that are in breach of copyright (or reasonably considered by the Company to create a risk of infringing upon a copyright); c. The Entry Documentation is incomplete; d. Entry Documentation, that in the reasonable view of the Company, is likely to breach the Racial and Religious Hatred Act, 2006.

9. In addition, the Company reserves the right to disqualify an Entry Documentation, where: a. in the reasonable view of the Company, the Entry Documentation does not meet any of the entry criteria; b. The Content Creator cannot be contacted by the Company using the contact information provided by the Content Creator; c. The Content Creator does not respond within 48 hours of being contacted by the Company.

10. The Competition is not open to employees, directors, officers, and agents or servants of the Company, their respective licensees, assigns, parents, affiliates and/or subsidiary companies, and their immediate family members of their households.

11. The judges shall be appointed by the Company in such number and of such qualification as it sees fit at its sole discretion. The Judges may carry out interviews with the Content Creators. The Judges' decision shall be final. All Entry Documentations will be judged anonymously and there will be no segregation by country, genre or style etc.

12. The Company shall endeavor to notify successful Content Creators who will be invited to the Residency Program (the "Selected Content Creator(s)") on or shortly after [\_\_] or such other date as the Company, at its absolute discretion, shall elect (the "Notification Date"). On or shortly thereafter the notification date, all Selected Content Creators will be contacted and provided with full details and the relevant dates of the Residency Program. The Company may seek verification of the Content Creator's eligibility to enter the Competition and may require providing further high-quality images of their Entry Documentation for marketing or promotional purposes.

13. The Content Creator shall be responsible for all costs associated with creating, amending and sharing the Entry Documentation.

14. By completing the Entry Form, the Content Creator agrees to the Company

collecting, retaining, processing, or otherwise utilizing the Content Creator's personal information solely for the purposes of processing the Content Creator's entry to the Competition, the promotion and administration of the Competition and the Residency Program. The Content Creator's personal information will not be shared with third parties or otherwise processed for alternative purposes without the Content Creator's consent.

15. If the Content Creator is informed that they have been selected, the Company shall be entitled to receive verification from the Content Creator of details pertaining to any and all legal proceedings (either civil or criminal) that may be, or contemplated against, the Content Creator. Should any related details change materially during the course of the Competition, or where any information concerning the Content Creator becomes materially inaccurate between time of entry and the end of the Competition / Residency Program, the Content Creator shall bring such changes to the attention of the Company without delay. It should be noted that all such sensitive personal data shall be treated with the utmost confidentiality by the Company and shall not preclude the Content Creator from competing. All such decisions remain at the discretion of the Company.

16. If the Content Creator is selected for the Residency Program, Company shall (i) provide round-trip economy travel from the United States' or Mexico's town where the Content Creator resides to the Hotel, including transportation to and from the airport; (ii) provide a private room at the Hotel; (iii) pay for Content Creator's meal at the Hotel's facilities up to a daily amount of USD [\_\_] (alcoholic beverage not included); (iv) COMPLETE. Additional costs such as materials and personal expenses shall be sole cost and responsibility of the Content Creator.

17. By completing the Entry Form and by providing any further information to the Company in relation to the Competition, the Content Creator warrants that all such information supplied is truthful, accurate, and not misleading or otherwise incomplete. Where it reasonably or justifiably appears to the Company that the Content Creator is in breach of this warranty, or where the Company understands or apprehends there to be a risk that the Content Creator, has or will bring the Competition or the Company into disrepute, the Company shall be entitled to take such steps as are necessary to conclude the Content Creator's involvement in the Competition forthwith.

18. The Content Creator shall not make, or permit any person to make any public announcement, communication or circular (announcement), be it verbal, written or howsoever broadcast on any platform to include (without limitation) social media, on or concerning the existence, subject matter, results or Terms of the Competition, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the Company save where such information is already in the public domain or the express written consent of the Company is provided. Breach of this section shall be treated as a breach of confidentiality and shall be considered a material breach of these Terms and Conditions.

19. Each Content Creator, by entering the Competition, confirms that they hold all intellectual property rights in the Entry Documentation and that they have obtained prior written approval for the use of any third party copyrighted material contained in the submitted Entry Documentation.

20. All the copyright in the works created by the Content Creator during the Residency Program (the "Content") shall be of the Company, and Content Creator hereby agrees to grant all necessary rights, approvals and authorizations to the Company to include, inter alia, the Content in any footage recorded or captured during Residency Program, including the right to use such images for the promotion of the Competition

and Residency Program on digital platforms in the control of the Company, its affiliates or subsidiaries or parents, and for the avoidance of doubt, the Content Creator hereby assigns the Company all the Content, free of any license fee, royalty or any other consideration. For the avoidance of doubt, the Company will be entitled to share the Content with any third party or contractor, and modify it as it deems appropriate, without the need of obtaining the approval of the Content Creator, or informing it in any way.

21. The Company shall be at liberty to assign or license their rights in such footage or other materials without the prior consent of the Content Creator and the Content Creator hereby agrees to forego all injunctive or other legal remedies with the intent of restraining the use by the Company of all footage or material obtained, in any jurisdiction. The Content Creator is hereby notified of its entitlement to obtain independent legal advice, at its own cost, prior to the entry of this competition, whether the Content Creator choses avail of such advice or not.

22. The Content Creator acknowledges that in entering into these Terms And Conditions, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Terms and Conditions.

23. This Terms and Conditions, and the Residency Program shall not render the Content Creator as an employee, contractor, partner, agent of, or joint venturer with the Company for any purpose. The Content Creator acknowledges that its participation in the Residency Program does not create any expectation of being hired by the Company or any affiliate thereof, under any title or kind of labor or commercial relationship.

24. These Terms and Conditions (as may be amended from time to time) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25. The Content Creator shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any breach of these terms by the Content Creator.

26. This Competition and the within Terms and Conditions, and all questions relating thereto shall be governed by the laws of [\_\_] and shall be subject to the non-exclusive jurisdiction of the courts of [\_\_].

27. The [\_\_] is a trading name of [\_\_]. Registered office is [\_\_].

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