

# TERMS AND CONDITIONS

**BEFORE USING THIS WEBSITE, PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY**

*Last updated: September 25, 2020*

## ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS THROUGH USE

Welcome to [www.producersguildawards.com](http://www.producersguildawards.com) (hereinafter the "Site"). These Terms and Conditions, along with any additional terms and conditions, rules, and/or policies that are presented elsewhere on the Site (collectively referred to as the Site's "Terms and Conditions" or the "Agreement"), create a contract between you and Producers Guild of America ("PGA," "we," "our," or "us"). Please review the Site's [Privacy Policy](#) and [Cookie Policy](#) which are incorporated into these Terms and Conditions by reference. By using this Site, you signify your agreement to these Terms and Conditions. If you are using this Site on behalf of your employer, or any other third party, you represent that you are authorized to accept these Terms and Conditions on that person or entity's behalf. If you do not agree to be bound by these Terms and Conditions, you are not authorized to use this Site.

We reserve the right to modify the Terms and Conditions, or any part thereof, or add or remove terms at any time. Please check these Terms and Conditions periodically for modifications, additions, and/or deletions. Any such modifications, additions, and/or deletions will be effective immediately upon posting to the Site. Your use of the Site after such posting will be deemed to constitute acceptance by you of any such changes.

Additionally, we may change or discontinue any aspect, feature or service of the Site at any time.

If you violate the terms of this Agreement, we may terminate your use of the Site, bar you from future use of the Site, and/or take appropriate legal action against you.

If you see objectionable content or have questions about any of our Terms and Conditions, please contact us at [awards@producersguild.org](mailto:awards@producersguild.org).

## SITE USE RESTRICTIONS FOR VISITORS UNDER AGE 18

If you are under the age of 13, you are not permitted to use this Site.

If you are over the age of 13 but under 18 years of age, you may use the Site only with the involvement of a parent or guardian. If a parent or guardian wishes to permit a person

under 18 to use this Site, then s/he agrees to supervise all use of the Site by the minor, and will email the PGA at [awards@producersguild.org](mailto:awards@producersguild.org) with her/his explicit permission and acceptance of full legal responsibility for the acts and/or omissions of the minor. If you are not yet 18 or are accessing this Site from a country where material on this Site is prohibited or illegal, please leave now as you do not have permission to access this Site.

#### **INTELLECTUAL PROPERTY: COPYRIGHT**

All content appearing on the Site is protected under applicable intellectual property laws, including copyright, and any other laws of the United States and/or other countries. You may not use, modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the Site's content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission and that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You do not acquire ownership rights to any materials posted on or viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information.

PGA respects the rights of copyright owners. If you believe that your work appears on our Site in a way that constitutes copyright infringement, please provide our copyright agent with the following information (consult your legal counsel and/or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

1. an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of an exclusive right that has been allegedly infringed;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on our Site, and information reasonably sufficient to permit us to locate the material;
4. your address, telephone number and email address;
5. a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

To notify us of an alleged copyright infringement, please contact:

Name: Michael Yarbro

Address: 11150 West Olympic Blvd., Suite 980, Los Angeles, CA 90064

Phone: (310) 358-9020 ext. 113

Email: [myarbro@producersguild.org](mailto:myarbro@producersguild.org)

## **INTELLECTUAL PROPERTY: TRADEMARKS**

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## **ACCOUNT CREATION AND SECURITY**

You may need an account in order to use some of the functionalities of the Site. The creation of an account may include our collection of your personal information. Please review our [Privacy Policy](#) for details regarding the collection and use of your personal information. You may create your own account, or your account may be assigned to you by an administrator, such as your employer. If you are using an account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

To protect your account, please keep your username and password confidential. You are responsible for all activity that takes place on or through your account and for all information, including personal information about you or others, that you provide whether in draft or final/completed form. If you learn of any unauthorized use of your username, password or account, please notify the PGA at [awards@producersguild.org](mailto:awards@producersguild.org) and take the appropriate steps to reset your password.

## **USER GUIDELINES**

The Site contains interactive features that allow you to provide information -- including your personal information and the personal information of others (e.g., names, titles, phone numbers, email addresses, and physical addresses) -- by responding to forms through the Site and/or by uploading documents to the Site including, without limitation, contact lists, screen credits, photographs, videos, correspondence, production schedules, agreements, and any other information you provide related to a motion picture or television production being considered for Producer Mark certification and/or awards eligibility, whether such information is in draft or final/completed form and whether or not

such information is finally submitted to the Site (collectively, "Material"). You are solely responsible for your use of any of these interactive features, and you use them at your own risk and with full understanding that we may collect such information as outlined in our [Privacy Policy](#). Your use of such interactive features must comply with the user guidelines below, and all other rules we post, which may be updated from time to time. We reserve the right, but do not have the obligation, to monitor and choose to remove and/or edit any Material. We are not liable for any failure, delay, damages, or results caused by the monitoring, removal and/or editing of any Material.

You may not use the Site to:

1. provide any Material that you do not have permission, right or license to provide;
2. provide objectionable, offensive, unlawful, deceptive or harmful content;
3. provide personal, private or confidential information belonging to others without first obtaining their necessary consent;
4. impersonate or misrepresent your affiliation with another person or entity;
5. plan or engage in any illegal, fraudulent, or manipulative activity;
6. provide Material that contains a virus or other harmful or disruptive content;
7. provide Material that could disrupt or interfere with our Site or the networks or servers connected to the Site;
8. engage in activity that transmits unauthorized or unsolicited advertising, spam, chain letters, or any other form of solicitation; and/or
9. engage in any activity that violates any local, state, national or international law, ordinance or regulation, or that gives rise to civil or criminal liability.

Should you submit Material to our Site that violates any of these provisions, you agree that you shall be solely liable for any damage resulting therefrom.

#### **GRANT OF LICENSE TO USE MATERIAL**

By providing Material to the PGA, you understand and agree that you are granting to us -- and represent and warrant that you have the right to grant to us -- a non-exclusive, perpetual, irrevocable, royalty-free right and license to use, publish, reproduce, modify, edit, redact, translate, distribute, sub-license and otherwise use such Material in any form, media or technology now known or hereafter developed in connection with the Producers Mark certification process, the awards eligibility determination process, and any other legitimate business purpose of the PGA consistent with the terms of our [Privacy Policy](#). You also agree that your provision of Material to the PGA shall not impose any obligation on the PGA, whether of attribution or otherwise.

#### **PAYMENTS**

We may use a third-party payment service to bill or process any payments online. The processing of payments will be subject to the terms, conditions, and policies of third-party payment services in addition to these Terms and Conditions. You acknowledge that we do not have control over the terms, conditions and policies of such third-parties, and that we may change third-party payment services at any time. We have no automatic obligation to provide refunds or credits. Requests for a refund or credit will be evaluated on a case-by-case basis in our sole discretion.

## **MONITORING**

We have the right, but not the obligation, to monitor, edit, and/or remove any activity or content on or provided to this Site, including your account and Material.

## **LINKS**

Links to other online merchants, third-party payment services, or other third-party sites may be available on our Site. Inclusion of any linked site on this Site is for convenience only, and does not constitute our approval or endorsement of the linked site. These linked sites may contain information that is illegal, or that some people may find offensive or inappropriate. You acknowledge that we do not control, monitor, or review the content from these linked sites, and are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the contents or transmissions given or received through such sites. You acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products or other materials on or available from any linked sites. All linked sites shall be subject to the policies and procedures of the owners of such sites. We encourage you to read any linked sites' terms and conditions and/or privacy policies before using such sites. If you choose to leave the PGA Site and access these linked sites, you do so at your own risk.

## **RELEASE**

You agree that the PGA is not responsible or liable for any loss or damage incurred as the result of your use of the Site or provision of Material to the PGA. If there is a dispute between you or any organization and/or individual you find in or through the Site, you understand and agree that we are under no obligation to become involved in such dispute. You hereby forever generally and irrevocably release the PGA and the PGA's directors, officers, members, principals, employees, staff, volunteers, contractors, advertisers, representatives, affiliates, agents, and attorneys, and each of the foregoing parties' respective successors, heirs and assigns (collectively, the "Released Parties"), from any and all claims and causes of action of any nature seeking any remedy whatsoever, at law or in equity, whether now known or unknown, arising from: (1) your use of the Site; (2)

your provision of Material to the PGA through the Site or outside the Site; (3) your breach of this Agreement; and/or (4) your violation of any law or rights of any third party.

By using this Site you acknowledge and agree that you are familiar with Section 1542 of the Civil Code of the State of California, which reads as follows: **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.** By using this Site, you understand and expressly waive any and all rights or benefits provided under Section 1542 and any and all similar rights or benefits under any other federal or state statutes or laws of similar effect with respect to all releases set forth in these Terms and Conditions. You further understand and acknowledge the significance and consequence of such specific waiver of Section 1542 of the California Civil Code.

#### **DISCLAIMER**

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT PROVIDED ON OR THROUGH THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT PGA, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. WE MAKE NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

#### **LIMITATIONS OF LIABILITY**

PGA AND THE RELEASED PARTIES WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF PGA OR ANY SUCH RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (I) ANY ERRORS OR

OMISSIONS FROM THE SITE, (II) THE UNAVAILABILITY OR INTERRUPTION OF THE SITE OR ANY FEATURES THEREOF, (III) YOUR USE OF THE SITE, AND/OR (IV) THE CONTENT CONTAINED ON THE SITE. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE PGA AND THE RELEASED PARTIES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO PGA FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless the PGA and the Released Parties from all claims, demands, losses, costs, expenses, obligations, liabilities, damages and deficiencies, including interest, penalties and attorneys' fees, that may be asserted against or incurred by the PGA and/or the Released Parties at any time, including but not limited to such claims, etc. which may be asserted in connection with: (1) your use of the Site; (2) your provision of Material to the PGA through the Site or outside the Site; (3) your breach of this Agreement; and/or (4) your violation of any law or rights of any third party.

## **UNRELATED MATERIALS**

Please do not provide any material to the PGA that is unrelated to a motion picture or television production being considered for Producer Mark certification and/or awards eligibility, including, without limitation, any creative materials or product or service ideas or inventions. You agree and understand that the PGA is not obligated to use and is not responsible for the protection of any unsolicited material, and may choose to discard any unsolicited material without any liability whatsoever.

## **GOVERNING LAW**

You acknowledge and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. You hereby submit to exclusive jurisdiction in the federal and state courts of California, and you agree to expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.

## **GENERAL**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall be enforced. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Any failure of ours to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter thereof. The provisions of this Agreement will survive termination or expiration to the extent necessary to carry out the intentions of the parties.