

FILM TRILOGY SERIES CASTING CALL

TERMS AND CONDITIONS

APRIL 11TH, 2022

THIS IS NOT A CONTEST AND THERE IS NO PRIZE

1. Eligibility. This Casting Call (“Casting Call”) is open only to natural persons (each, an “Owner”) who: (i) are 18 years or older or the age of majority in their jurisdiction as of the date that they submit their application; (ii) are owners of one (1) or more Bored Ape Yacht Club NFTs (“Apes”) at the time of their Submission to the Casting Call ; and (iii) have a Coinbase wallet, and who meet all applicable terms of eligibility for a Coinbase Wallet. Coinbase Wallets are free, and you can download Coinbase Wallet application at <https://www.coinbase.com/wallet> or on your mobile device through your phone’s application store, subject to all applicable terms, conditions, and privacy policies.

Employees, officers and directors of Coinbase (“Company”) and Yuga Labs, Inc., their parent company, subsidiaries, affiliates, partners, advertising and promotion agencies and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to submit to the Casting Call. Owners hereby fully agree to comply with these Terms and Conditions (“Terms”) in all aspects of this Casting Call. To preserve the integrity of the submission and/or selection process, Company may modify the submission and/or selection process, as well as the Casting Period, in its absolute and sole discretion, and has the right to cancel the Casting Call and materially modify these Terms, in its absolute and sole discretion.

SUBMITTING AN APE TO THE CASTING CALL ONLY PROVIDES AN OPPORTUNITY FOR OWNERS’ APES TO BE CONSIDERED TO BE CAST. THIS CASTING CALL DOES NOT GUARANTEE THAT ANY APE WILL BE CAST. YOU UNDERSTAND AND AGREE THAT COMPANY HAS THE RIGHT TO SELECT ANY APE IT CHOOSES (IF ANY) AS PART OF THE CASTING CALL.

2. How to Participate. To participate, follow the following steps:

- Navigate to [degentrilogy.com] (the “Site”), where a pop-up will appear. Follow the prompts to connect your wallet. Company will receive your public wallet address as part of this step to verify that your wallet holds an Ape.
- The Site will display all Apes that are associated with your wallet. Select the Ape that you would like to submit for the Casting Call, and submit the Ape’s name and backstory information, as well as your email address.
- You will be asked to agree to these Terms and consent that you own the wallet containing the submitted Apes. The Company may verify your ownership of the wallet you provide and the Ape you submit.

Owners will be able to submit additional Apes that they own. You may submit up to one (1) Ape per Submission; there is no limit on the number of Submissions per Owner. All information, ideas, concepts and suggestions submitted to the Casting Call shall be collectively referred to herein as the “Submissions” or each as a “Submission.”

Each Owner warrants and represents the following with respect to their Submission: (a) the content and any statements included in their Submission are true, complete, and accurate; (b) they are the sole true and rightful owner of the Ape that was included as part of their Submission, and have not (and will not have) encumbered, pledged, or taken any other action which might limit the ability of Company to make use of the Ape as contemplated herein; and (c) this Casting Call does not conflict with any existing commitments on Owner’s part nor does it violate any third party rights and/or agreements.

All Owners must have a valid email address. Company is not responsible for lost, late, incomplete, invalid, unintelligible, misdirected or technically corrupted Submissions, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Submissions are eligible for the Casting Call. Receipt of applications will not be acknowledged or returned and proof of submission will not be deemed to be proof of receipt by Company.

3. Start/End Dates. Casting begins at 11:00 AM Pacific Time (“PT”) on April 11th, 2022 and ends at 11:00 AM PT on April 13th, 2022 (“Casting Period”). Submissions must be received during the Casting Period.

4. Selection of Cast Members. Apes will be selected based on Company’s sole, absolute, and unreviewable subjective discretion. Apes that are included in Submissions hereunder may, in Company’s sole discretion, be included in the Film Trilogy Series (“Program”) and any related advertising (collectively, the “Advertising”). All decisions with respect to casting are in the sole and absolute discretion of Company, and nothing shall obligate Company or its advertising and promotion agencies, or any of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the “Company Parties”) to include any Ape in the Program or make use of any of the rights set forth herein. If an Owner’s Ape is selected for the Program, the Owner understands and agrees that they will be considered independent contractors and that they shall not represent themselves to be an agent, employee, or partner of Company.

IF YOUR APE IS SELECTED TO BE INCLUDED AS PART OF THE PROGRAM, YOU WILL BE REQUIRED TO SIGN ALL OF COMPANY’S LICENSE AGREEMENTS, WAIVER OF LIABILITY FORMS AND OTHER DOCUMENTS IN COMPANY’S DISCRETION (COLLECTIVELY, “LICENSE AGREEMENT”). The License Agreement will be minted into one or more NFTs that are irrevocably associated with your Ape, and will transfer to any future purchasers of your Ape, thereby putting such purchasers on notice that your Ape has been licensed to Company for participation in the Program. You hereby agree to waive any and all claims that you may have against the Released Parties (defined below) as a result of such association, including without limitation claims that such association has negatively impacted the commercial or market value of your Ape.

Owners must continue to own the applicable Ape at all times before and during the Casting Call, and may be asked to verify their ownership of the applicable Ape through means the same as or similar to those outlined in Section 2. If an Owner sells or otherwise disposes of their Ape after the Ape’s Submission and prior to the completion of the Casting Call (and if selected to participate in the Program, prior to execution of the License Agreement), that Ape will be disqualified, and the Owner will not be entitled to participate in the Program.

5. Notification. Owners will be notified of their Apes’ selection by email and will be required to promptly sign and return the License Agreement. Company may rescind any such selection or notification at any time, with or without cause.

6. Additional Terms. Company reserves the right, at its sole discretion, to disqualify Owners who do not comply with these Terms or attempt to interfere with this Casting Call in any way. Company reserves the right to change the terms of the application process at any time by posting updated Terms on the Casting Call site. Owners are encouraged to review the Terms whenever they are updated. If the Owner makes a Submission or maintains its Submission to the Casting Call after Company posts updated Terms, it means Owner accepts and agrees to the changes. Company also reserves the right not to select Apes and to not produce the Program or any Advertising or other materials.

7. Ownership and Use of Submissions. This section of these Terms is particularly important to Owners. A summary of this section can be found below:

- Owner’s Submissions will only be used for the Casting Call. In other words, by submitting an Ape, Company is not granted any rights to Owner’s Ape(s) other than to evaluate and determine which Ape(s) may be cast.
- If an Owner’s Ape is cast, Owners will be asked to sign a License Agreement. Two key terms of the License Agreement is (i) the license is non-exclusive, and (ii) Company is only permitted to use the Ape(s) for the Film Trilogy Series and to advertise the Film Trilogy Series.
- The terms of the License Agreement, with respect to use of Ape(s) cast, are materially similar to the bolded terms below.

Submissions will only be used to evaluate and determine which Ape(s) may be cast in the Program and Owner acknowledges and agrees that all Submissions or other materials and personal information submitted by Owners may be shared by and between all subsidiaries of Company. No rights to the Ape(s) are granted to the Company as a result of a Submission. **If an Owner’s Ape is cast in the Program, each Owner is expected to sign the License Agreement**

which will grant to Company an irrevocable, nonexclusive, royalty free (with the exception of any payment made pursuant to Section 8) license, to copy, reproduce, perform, display, distribute, modify, publish, make derivative works from, and otherwise use in any manner or medium his or her Ape(s) and Submission(s), in whole or in part, on a worldwide basis, in perpetuity, with or without any identification of the Owner, in whatever form and whatever circumstances Company sees fit, and to incorporate the same into other works, in any form, media or technology now known or hereafter developed, solely for creating and disseminating the Program and Advertising. Owners will not have the right to inspect or approve any materials created pursuant to the Program, and Company shall not be liable to Owners in any form due to its use of the Ape(s) and Submission(s) pursuant to the License Agreement, including without limitation claims due to blurring, distortion, or optical illusion. Owners acknowledge and agree that the Program and Advertising shall be deemed the sole and exclusive property of Company, notwithstanding the inclusion of the Submissions and/or Apes pursuant to the License Agreement (but subject at all times to Owners rights in and to the Apes).

8. License Fee. The Owner of any Ape that is selected as part of the Casting Call will receive a license fee in the equivalent amount of ten thousand dollars (\$10,000.00) in ApeCoin or Bitcoin (“Crypto”), as chosen by the Owner (“License Fee”), to be paid at a date and time determined by Company in its sole discretion after the License Agreement is executed. The License Fee will be paid to the Coinbase Wallet associated with the Owner that was submitted pursuant to Section 2. Owner acknowledges and agrees that the value of Crypto may fluctuate over time, and that Owner will not receive the difference between the value of the Crypto awarded in the event that the value of Crypto depreciates. Please allow up to four (4) weeks to receive the License Fee, which may be delayed for the purposes of investigation and may refuse to verify and process any transaction Coinbase deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms. The Owner of any Ape that is selected as part of the Casting Call may also be required to complete and return applicable IRS tax forms.

Owner must have a valid Coinbase Wallet and Coinbase account in order to receive the License Fee. No Coinbase Wallet can be associated with more than one (1) Owner. Neither receipt of the License Fee nor identification of a particular cryptocurrency in communications related to this Casting Call constitutes a solicitation of the crypto asset, or recommendation to buy, sell, or hold the asset, or investment advice.

Consult with your tax advisor about the appropriate tax treatment for this offer and any tax implications associated with receipt of the License Fee before participating. For taxable accounts, the value of the License Fee received may be reported as other income on IRS Form 1099-MISC where required by applicable rules and regulations. Company does not take responsibility for any tax related to the License Fee. Nothing in these Terms implies any employment or joint venture relationship between Owners and Company. All taxes applicable to the License Fee or other benefits provided by Company under this Casting Call will be Owner’s responsibility.

9. Release: By participating in the Casting Call, each Owner agrees to release and hold harmless the Company, Yuga Labs, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Casting Call and/or the Program or non-selection of the Ape hereunder; provided, with respect to the Company and the Related Parties related to the Company, the foregoing shall not apply to or be deemed to be a release or waiver of any claim for any breach or violation of Section 7.

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