

BRITNEYSPEARS.COM USER CONTENT SUBMISSION AGREEMENT

Please read this User Content Submission Agreement carefully because it is a part of the [Terms of Use Agreement](#) and represents your legally binding agreement ("[Agreement](#)") with Brandcasting Unlimited, LLC, a Delaware limited liability company ("Company" or "us"), which legal entity owns and/or controls www.britneyspears.com (the "Site") regarding your submission (and our display and distribution) of content to the Site via certain technology, functionality and/or features we make available to you so you can upload and post such content for display via the Site (collectively, the "[User Content Submission Features](#)"). Unless defined separately, terms used in this Agreement are defined in our [Terms of Use Agreement](#).

When you submit User Content, or by using or attempting to use the User Content Submission Features, you are signifying your agreement with and acceptance of all terms and conditions of this Agreement as well as the terms and conditions contained in the [Terms of Use Agreement](#) that govern your legal and contractual relationship with the Company.

We reserve the right to revise this User Content Submission Agreement at any time by updating this posting without advance notice to you. Such revisions shall be effective to you immediately upon posting. Notice of material changes to either document will be posted on the Site's homepage and/or will be provided by e-mailing you or notifying you upon login about these changes; the form of such notice is at our discretion. However, we encourage you to check this User Content Submission Agreement often for updates.

IMPORTANT NOTE: You must meet the **Age Requirements** in [Section 2](#) of this Agreement and each and every time you submit or attempt to submit User Content, among other things, you will be asked to confirm your compliance.

1. Submitting User Content.

The term "[User Content](#)" means and refers to any and all content, media and materials you submit for posting on the Site using the User Content Submission Features, including, without limitation, still photographs, writings, spoken statements, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of same, regardless of the tangible medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in colors, alone or in conjunction with other work, characters, real or imaginary, in any part of the world. User Content is also considered a "Posting", as such term defined in the [Terms of Use Agreement](#), and therefore, all terms and conditions contained within the section of the [Terms of Use Agreement](#) entitled "Postings" shall apply to all User Content you submit for posting to the Site.

Each time you upload or submit User Content (or if you attempt to do so) you will be confirming your acceptance of, and agreement to be bound by, all the terms and conditions of this Agreement. Instructions for uploading User Content can be found on the Site's web page for the upload of User Content. To be considered for posting and display to the public, User Content must meet all the specifications and requirements relating to formatting, compatibility, operating characteristics and submission which can also be found on the Site's web page for the upload of User Content. In order to submit User Content, you will also need to meet our Age Requirements (see [Section 2](#) below).

When you submit User Content you may also be asked to provide some information about you and your submission. This may include, without limitation, such things as a descriptive title, some information about the User Content, length, your location and/or similar information. By submitting User Content, you are also agreeing and you understand that the term "[User Content](#)" also includes, without limitation, and refers to all of the information you submit or we may receive that is related to your submission. Always keep a copy of anything you send because we shall not be responsible for lost, damaged, misdirected, unusable or unreadable User Content. Proof that you submitted User Content does not constitute proof that we received anything.

2. Age Requirements.

By submitting User Content pursuant to the terms and conditions of this Agreement you are certifying that you satisfy the age eligibility and requirements set forth in the [Terms of Use Agreement](#).

3. User Content Standards; Unauthorized Content.

You are solely responsible and liable for your communications and submissions (and the consequences) made under your name, user name, email address, password and your registration and profile information, if any. User Content does not reflect the views of the Company and neither the Company, nor the Artist or the Affiliates represent or guarantee the truthfulness, accuracy, or reliability of any User Content, nor endorses or supports any opinions expressed in any User Content, and except for any attempts we may make to prevent Unauthorized Content (defined below) from being displayed. In no event shall the Company or its Affiliates have or be construed to have any responsibility or liability for or in connection with any User Content. If we determine, in our sole discretion, you have not met the Age Requirement (see [Section 2](#) above) or our Content Requirements or if, in our judgment, you or any video you submit violates this Agreement, we reserve the right, at any time, without notice and without limiting any and all other rights we may have under this Agreement, at law or in equity, to (a) refuse to allow you to submit further User Content, (b) remove and delete your User Content, (c) revoke your registration and right to use the User Content Submission Features and (d) use any technological, legal, operational or other means available to enforce the terms of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration, access using your e-mail address, your user name and password.

We make no claim the User Content Submission Features or any User Content are appropriate for any particular purpose or audience, or that any video, software or our User Content Submission Features may be accessed, used or downloaded outside of the United States, which may not be legal for certain persons or in certain countries and you do so at your own risk. You are responsible for compliance with the laws of your jurisdiction. The United States controls the export of products and information and you agree to comply with such restrictions and not to export or re-export any videos, information, software, materials, products or services to countries or persons prohibited under the export control laws and regulations.

You agree you will not submit or attempt to submit, and we have the right to reject, refuse to accept, remove or otherwise handle as the Company deems appropriate, any "[Unauthorized Content](#)" which is defined as any User Content that is or could be construed as violating any of the terms and conditions of this Agreement, and/or any of the terms and conditions set forth in our [Terms of Use Agreement](#), including, without limitation:

- infringing on a third party's copyright or other intellectual property rights;
- causing harm, harassing anyone or which may prevent, prohibit, inhibit, restrict or otherwise impair others from using or enjoying our Site;
- unauthorized access to the User Content Submission Features or information of other users;
- the modification, impairment, disruption, alteration or interference with the use, features, functions, operation or maintenance of the User Content Submission Features; or
- any requirements, rules, terms or conditions that may be applicable to the User Content Submission Features.

Neither the Company nor Artist or the Affiliates control any User Content submitted although we may use both automated and manual means of reviewing User Content in order to prevent Unauthorized Content from appearing and being displayed on our Site. The Company reserves the right to review any submitted User Content and to delete, remove, move, edit or reject, without notice to you, any User Content that we deem, in our sole discretion, abusive, defamatory, obscene, pornographic, in violation of copyright, trademark or other intellectual property rights, to be in violation of this Agreement or to be unacceptable to the Company or Artist or Affiliates, for any reason or for no reason whatsoever; provided, however, that the Company shall have no obligation or liability to you for failure to do so or for doing so in any particular

manner. If the Company receives notice of any claim of infringement that satisfies specific legal requirements, such as notice and takedown requirements under U.S. copyright law (See [Section 4](#) below), we may remove User Content associated with such claim. The Company reserves the right to provide information to law enforcement officials, governmental agencies and pursuant to judicial or regulatory compulsion, to protect their respective interests, the Service or to comply with legal, regulatory, audit and compliance obligations.

4. Copyright Infringement.

If you believe any User Content violates the copyright of any other party, you can notify us by complying with the procedures set forth in our [Copyright Compliance Policy](#).

5. Rights Granted by You to the Company.

In connection with all User Content you submit using the User Content Submission Features, you grant to the Company, Artist and the Affiliates, the unqualified, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and royalty free right, license, authorization and permission, in any form or format, on or through any media or medium and with any technology or devices now known or hereafter developed or discovered, in whole or in part, to host, cache, store, maintain, use, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, prepare derivative works of, adapt, reformat, translate, and otherwise exploit all or any portion of your User Content on the Site and any other channels, services, and other distribution platforms, whether currently existing or existing or developed in the future, of the Company, Artist and the Affiliates (collectively, the "[Platforms](#)"), for any purpose whatsoever (including, without limitation, for any promotional purposes) without accounting, notification, credit or other obligation to you, and the right to license and sub-license and authorize others to exercise any of the rights granted hereunder to the Company, Artist and Affiliates, in our sole discretion. For the avoidance of doubt, without limiting the generality of the rights granted to the Company, Artist and the Affiliates, these rights include, without limitation, the right to create derivative works of, distribute and synchronize all or any portion of your User Content in timed relation to any other visual elements; to web cast, pod cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of your User Content; to encrypt, encode and decode, and compress and decompress all or any portion of your User Content; to edit, mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to or of all or any portion of your User Content; to create composite, stunt, comic or unusual photographs, videos, animations, motion pictures and/or voice reproductions from all or a portion of your User Content; and to excerpt and/or extract portions of your User Content in order to host, store, index, categorize and display your User Content on or through the Platforms.

By submitting User Content, in addition to the rights, licenses and privileges referred to above, you are also granting the Company, Artist and the Affiliates, the unqualified, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and royalty free right, license, authorization and permission to use and refer to your name, logo, marks, image, characteristic or other distinctive identification in presentations, marketing materials, customer lists and financial reports, to do, perform, take advantage of and exploit any and all of the rights set forth herein in connection with the marketing, advertising and promotion of the Platforms, and any products, goods, features, functions, capabilities and/or services associated with the Company, Artist and Affiliates and to use and otherwise exploit any ideas, concepts, content, material, expression or form of expression, in whole or in part, contained in your User Content, for any purpose whatsoever, without any credit, compensation or accounting to you, in products or services developed by the Company, Artist and the Affiliates, without limitation or restriction whatsoever.

The rights, licenses and privileges described in this Agreement and granted to the Company, Artist and the Affiliates, shall commence immediately upon submission of you User Content to or through the User Content Submission Features and continue thereafter perpetually and indefinitely, regardless of whether you continue or remain a registered user or not, unless and until terminated, in whole or in part, by the Company on notice to you. Notwithstanding the foregoing, you acknowledge and agree that neither the Company nor Artist or the Affiliates, shall be required or have any obligation to host, index, display, accept or use any submitted User Content (or take advantage of any or all of the particular rights and authorities granted or otherwise available) and the Company may, in its sole discretion, remove or refuse to host, index, display, accept, use or do anything at all with respect to any User Content. Once you submit or attempt to submit User Content you shall have no right to prohibit, restrict, revoke or terminate any of the rights granted to the

Company, Artist or the Affiliates. You are not entitled to and you will not receive any compensation or other consideration for your User Content or any use made of your User Content once submitted. You also understand and agree that neither all or any portion of your User Content, nor any commercial, advertisement, promotional, marketing or other material associated with your User Content, need to be submitted for approval prior to use.

You hereby release the Company, Artist and the Affiliates from any and all claims of any rights, encumbrances, liens, claims, demands, actions or suits which you may or can have in connection with your User Content, including, without limitation, any and all liability for any use or nonuse of the your User Content, claims for defamation, libel, slander, invasion of privacy, right of publicity, emotional distress or economic loss. The Company, Artist and the Affiliates, have the right to assign, transfer, convey, license, sub-license and otherwise transfer, sub-contract, delegate, outsource or engage third parties to perform or benefit from all or any portion of its or their rights and/or obligations to any one or more other parties, without accounting, reporting, notification or other obligation or liability to you whatsoever, now or in the future. You also forever waive and relinquish all moral rights or droit moral now or hereafter recognized in connection with your User Content and the rights granted to the Company, Artist and the Affiliates hereunder.

The Company has the right to license, authorize and/or otherwise enter into agreements and arrangements with Artist or the Affiliates to do or perform any of the activities, exercise any of the rights and/or undertake any of the responsibilities granted or imposed under this Agreement, in whole or in part. To the extent the Company does so, when you submit User Content Artist and Affiliate shall be entitled to exercise and benefit from the terms and conditions, rights, licenses and authorizations granted to the Company hereunder and related thereto as if you had entered into this Agreement with Artist or Affiliate directly.

6. Ownership.

The Company retains all right, title and interest in and to the User Content Submission Features, including, without limitation, to all associated intellectual property and proprietary rights existing anywhere in the world and you acquire no ownership, proprietary or other rights, title or interest in or to the Service.

Except for the licenses, authorizations, consents and rights granted hereunder and described in this Agreement, as comprehensive and broad as they may seem or actually be, the Company acquires no title or ownership rights in or to any User Content you submit and nothing in this Agreement conveys to us any ownership rights in your User Content. The Company is acting only as a host, bulletin board or conduit for submitted User Content, with all of the specific rights granted by you hereunder. Although by your submission of any User Content you are requesting and directing us and Artist or the Affiliates with whom we have made arrangements, to take advantage of and exploit all of the rights and privileges granted hereunder (including, without limitation, the right to display and post the User Content on the Platforms), neither we, nor Artist or the Affiliates have any obligation to do any of these things.

You must own the rights to the User Content you submit a and the right to grant all of the authorizations, permissions, approvals, consents, rights and licenses as described in this Agreement. If you do not exclusively own all of these rights, you must have all necessary authorizations, permissions, approvals, consents, rights and licenses from the owner(s) to enter into this Agreement and perform and comply with all of its obligations. You represent, warrant and covenant to the Company and, by submitting User Content, you reaffirm each such representation, warranty and covenant, that (a) you are not a minor and you have the legal right and capability to enter into this Agreement and perform and comply with all of its terms and condition or, if you are a teenager, your parent or legal guardian has agreed to this Agreement on your behalf, (b) all of the information provided by you associated with your User Content is correct, complete and current, (c) your submission of any User Content does not violate this Agreement, any rights of any other party, any of your obligations, any law or regulation or infringes upon or misappropriates any intellectual property, privacy, publicity or other rights of any party, (d) you make in the [Terms of Use Agreement](#), including, without limitation, those relating to Postings and (e) you hold and will continue to hold all the ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under this Agreement as described. Upon the request of the Company, you will furnish the Company any documentation, substantiation and releases necessary and reasonably required to verify and substantiate your compliance with any or all of the terms and conditions of this Agreement, including, without limitation, the foregoing representations, warranties and covenants. You represent and warrant that the submission of your User Content is not subject to or under the jurisdiction of any guild or union collective bargaining agreement, and you further acknowledge that the Company is not signatory to any such

agreement. Notwithstanding anything to the contrary, you also understand and agree that the Company shall not be obligated or responsible for providing any guild or residual payments in connection with the submission and exploitation of the User Content.

You acknowledge that other persons may have submitted User Content to us, may have made public or developed, or may originate, submit, make public or develop, material similar or identical to all or a portion of your User Content or concepts contained therein, and you understand and agree you will not be entitled to any compensation because of the use or exploitation thereof and the submission of User Content, or any posting or display thereof, is not any admission of novelty, priority or originality. Even if you subsequently see or learn of a presentation, motion picture, still photograph, film, video or any other content which appears to incorporate any idea or concept or include anything similar or identical to that contained in any User Content you or anyone else submits, that is purely coincidental and unavoidable.

7. Financial Consideration.

The Company reserves the sole and exclusive right to sell advertising and otherwise exploit, benefit from and/or realize revenue from the conduct of its business and operating the Site, the User Content Submission Features or other Platforms and any and all arrangements made with respect thereto, without accounting, obligation or liability to you, notwithstanding that your video may be displayed on or otherwise used by or in connection with the Site, the User Content Submission Features or other Platforms.

8. Indemnification.

Your indemnification obligations under the [Terms of Use Agreement](#) include, without limitation, any third party claims arising from, related to or caused by your User Content, the submission of User Content and/or in any way associated with this Agreement and/or the Site.

9. Disclaimers and Limitation of Liability.

THE USER CONTENT SUBMISSION FEATURES ARE PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AND YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR YOUR USER CONTENT, THE REPRESENTATIONS AND OBLIGATIONS UNDER THIS AGREEMENT AND FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM YOUR USE OF THE SITE OR USER CONTENT SUBMISSION FEATURES. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES CONCERNING ACCESS TO AND/OR THE AVAILABILITY, ACCURACY, USEFULNESS AND/OR SECURITY OF THE SITE OR USER CONTENT SUBMISSION FEATURES, ANY CONTENT, MATERIAL, SOFTWARE, INFORMATION, DATA, SOFTWARE, CAPABILITIES MADE AVAILABLE TO YOU, RESOURCES, FACILITIES, PRODUCTS AND/OR SERVICES, AND WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICE WILL FUNCTION OR PERFORM IN ANY PARTICULAR MANNER.

THE SITE AND USER CONTENT SUBMISSION FEATURES ARE MAINTAINED ON SERVERS IN THE UNITED STATES INTENDED FOR USERS AND USE OF THE USER CONTENT SUBMISSION FEATURES THAT ARE NOT RESTRICTED OR PROHIBITED BY LAW OR REGULATION. THE COMPANY CENTRAL DISCLAIMS ALL LIABILITY FOR ANY USE NOT SPECIFICALLY AUTHORIZED OR THAT IS IN VIOLATION OF THIS AGREEMENT OR THE LAWS OR REGULATIONS THAT MAY APPLY TO YOU IN ANY JURISDICTION OR COUNTRY. THE COMPANY EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY AND ALL DAMAGES, WHETHER DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, HOWSOEVER ARISING OR CAUSED, WHETHER FORESEEABLE OR NOT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OR CHARACTERIZATION OF THE CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES.

10. General.

The [Terms of Use Agreement](#), incorporating this Agreement, is the entire agreement between you and us relating to User Content and your use of the User Content Submission Features and supersedes any prior or inconsistent agreements. The Company may terminate this Agreement with you and your right to use the User Content Submission Features at any time without notice to you.

This User Content Submission Agreement was last modified on January 26, 2009 and is effective immediately.