

AEG PRESENTS LLC TERMS & CONDITIONS (8/31)

THESE TERMS AND CONDITIONS SUPPLEMENT AND ARE FULLY INCORPORATED INTO THE CONTENT CREATOR AGREEMENT (“AGREEMENT”) BETWEEN COMPANY AND CONTENT CREATOR RELATING TO THE EVENT (OR EVENTS, AS APPLICABLE) IDENTIFIED IN THE AGREEMENT.

Representations & Warranties. Content Creator represents and warrants that the following statements are true and correct as of the commencement of the Term and will continue to be true and correct for the Term of this Agreement: (a) Content Creator has full right, power and authority to enter into the Agreement, and perform its obligations thereunder, without the consent, approval or authorization of any third party; (b) Content Creator will render the Services in accordance with industry standards and in compliance with the terms of this Agreement; (c) Content Creator will comply with all laws, regulations and ordinances applicable to its performance under this Agreement, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, and has obtained (or before performing the Services will obtain) all governmental permits and licenses required for it to perform the Services and its other obligations under this Agreement; (d) Content Creator shall have sufficient time and availability and the requisite qualifications, expertise and experience to perform the Services; (e) Content Creator will not, in the course of performing the Services, infringe or misappropriate, and neither the work product resulting from such Services nor any element thereof will infringe or misappropriate, any intellectual property right of any other person; (f) Content Creator is not a party to any agreement which would prevent it from fulfilling its obligations under this Agreement or impose conflicting obligations on Content Creator, and Content Creator agrees that during the Term of this Agreement it will not enter into any agreement to provide services which would in any way prevent it from providing the Services contemplated under this Agreement or impose conflicting obligations on Content Creator; (g) Content Creator will not disclose to Company, or bring on to Company’s premises, any confidential or proprietary information of any third party except as may be required to perform the Services; and (h) Content Creator will not represent or hold out that it has any direct association or sponsorship with any of the artist(s) at the Event(s).

Indemnity. Content Creator agrees to indemnify, defend and forever save and hold harmless Company, its affiliates or related entities, artist(s), co-promoters (if any), the Event(s), sponsors, and each of their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, and contractors (sometimes collectively referred to herein as the “Company Indemnitees”), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys’ fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual (the “Claims”), which any one of the Company Indemnitees may suffer or incur arising directly or indirectly out of or in connection with: (a) the performance of the Services or the failure of Content Creator to perform the Services in accordance with the terms of this Agreement; and, (b) if applicable, the Promotions or any Promotion-related activity including the Prizes, except to the extent arising from the gross negligence or willful misconduct of Company. The foregoing indemnification shall survive any termination or the expiration of the Term.

Intellectual Property. Content Creator agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights or other intellectual property rights belonging to the Event(s), Company, venue(s), artist(s) or their respective affiliates (sometimes collectively and individually referred to herein as, the “Trademarks”), (b) ownership of all such Trademarks shall remain the property of their owners, and (c) Content Creator will not use any Trademarks under any circumstances without the prior written consent of Company, which consent Company may withhold in its sole and absolute discretion.

Grant of Rights. Content Creator grants Company an irrevocable, exclusive, royalty-free right and license to use, promote, market, advertise, modify, edit, adapt, and otherwise exploit the content created pursuant to this Agreement (the “Content”) throughout the world in all media now known or hereafter devised, in perpetuity. By way of example and without in any way limiting the generality of the foregoing, Company shall have the exclusive right to use or to sub-license to any third party the Content for public marketing and promotion on all media channels and outlets.

Content Approval. Company retains the right to approve any Content prior to Content Creator posting to its social media account(s). Company may ask Content Creator to revise the Content to ensure it is of a satisfactory standard. Any failure to revise the Content prior to posting will be considered a breach of this Agreement.

Duration of Content Post. Content Creator may delete or archive the Content ninety (90) days after posting unless the Content is said to be evergreen. Company acknowledges that parts or all the Content may automatically expire after twenty-four (24) hours (for example, an Instagram Story) and as such the foregoing shall not be applicable. Content Creator may retain the Content for its portfolio, and non-commercial archival and internal use, including allowing the Content to remain on the applicable social media account(s).

Compensation. The Compensation payable to Content Creator will be as set out in the Agreement. If the Compensation includes tickets to a Company promoted event, and/or owned or operated venue, then Content Creator agrees that such tickets will

be subject to the applicable ticketing agency’s purchase terms and conditions. Content Creator acknowledges and agrees that Event tickets are not redeemable for cash, are non-transferable and may not be offered for re-sale, unless otherwise set out in this Agreement.

Termination. Notwithstanding anything set forth in this Agreement to the contrary, Company may immediately terminate this Agreement for cause without further liability or obligation to Content Creator if: (a) Content Creator violates any applicable U.S. state or local law, rule, regulation, or ordinance; (b) Content Creator engages in, or is credibly accused of, behavior at any time during the Term (or had engaged in or was credibly accused of behavior before the Term that becomes known to Company or the public during the Term) that is considered to be patently offensive, immoral, or objectionable to reasonable members of society in general; (c) Content Creator otherwise materially breaches any provision, warranty, or representation of this Agreement; (d) any of Content Creator’s social media accounts, including Facebook, Instagram, YouTube, TikTok, X (Twitter), or any other social media platform as selected by Company is suspended or deactivated or its audience falls by more than fifteen percent (15%) from the number of followers, or subscribers such Content Creator social media account had as of the Effective Date; or (e) if Company forms a reasonable belief that Content Creator will not be able to satisfactorily provide its Services in accordance with the Agreement.

Non-Disparagement. Content Creator acknowledges and agrees that the primary reason that he/she is being engaged hereunder to render the Services is to promote Company and the Event(s). Therefore, it shall be deemed a material breach hereof if Content Creator, at any time during the Term or thereafter, makes any disparaging, false, misleading, or otherwise defamatory comment(s) about Company, Event(s), and/or any of Company’s employees, agents, directors, officers, affiliates, products, and/or services.

Contests/Giveaways.

- (a) To the extent Content Creator has been granted permission to use any part of the Compensation as part of a giveaway or other contest on Content Creator’s social media or otherwise (a “Promotion”), Content Creator agrees that it is solely responsible for the entire operation, management and advertising of the Promotions, including, but not limited to, drafting the contest rules (“Rules”), the receipt of entries for the Promotions, the response to consumer correspondence relative to entry forms and requests for winners lists, verifying all winners of the Compensation or other prizes (“Prizes”), the award of all Prizes to winners, obtaining affidavits and tax forms, if necessary, from the winners, obtaining liability releases from the winners including release of Provider and the identification and validation of the winners and provision of the winner’s tax information to the appropriate parties, if necessary, and any and all other requirements for compliance with the Rules.
- (b) Content Creator will comply with all federal, state/provincial and local laws and regulations applicable to the Promotion, including, but not limited to, obtaining all necessary permits or approvals, obtaining all clearances, filing bonds or guarantees, or reporting of Prizes awarded.

Confidentiality. During the Term, Content Creator may gain access or be exposed to certain confidential and proprietary information relating to the Event(s), venue(s), or the business of Company or Company Indemnitees. Content Creator agrees that all such confidential and proprietary information shall remain and be kept in strict confidence and shall not be disclosed to or used by any person or entity without the prior written consent of Company.

Relationship of the Parties. Nothing contained herein will be construed to place the parties in a relationship of partners, joint venturers, principal-agent or employer-employee, and no party will have any power to obligate or bind the other whatsoever, except as specifically provided by the terms of this Agreement.

Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws provisions.

Notice. Any written notices to be given hereunder shall be delivered via U.S. Mail, express courier, facsimile, or e-mail, to such addresses or e-mails each of Company and Content Creator have provided herein or as otherwise notified to the other party in writing from time to time. A pdf or facsimile copy hereof shall be deemed to be an original.

Entire Agreement. This Agreement contains the entire agreement between the parties and merges/supersedes all prior agreements or understandings between the parties hereto relating to the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by authorized representatives of both parties.

EXHIBIT A – CONTENT POLICY

The following Content Policy applies to each Content Creator who has entered into a Content Creator Agreement with Company. Terms used but not defined herein will have the definitions ascribed in the Content Creator Agreement.

FTC Guides. Content Creator shall comply with the most recent Federal Trade Commission Guides Concerning the Use of Testimonials and Endorsements in Advertising (“FTC Guides”), including any updates, additions, modifications, or supplemental guidance, whether with regard to content created under the Content Creator Agreement with Company or otherwise, including the following guidance regarding disclaimers in sponsored content:

- (a) When publishing posts/statuses about the Company’s products or services, Content Creator must clearly disclose his/her “material connection” with Company and the Product, including the fact that the Content Creator was given any consideration, was provided with certain experiences or is being paid for a particular service.
- (b) The above disclosure should be clear and prominent and made in close proximity to any statements that the Content Creator makes about Company and the Product regardless of any space limitations of the medium (for example, including a hash tag “#paid ad, #ad, #sponsored, or #promoted on Twitter posts, including a disclaimer in the first three lines “above the fold” on Instagram posts, and superimposing a disclaimer on Instagram stories or YouTube Videos).
- (b) Content Creator’s statements should always reflect the Content Creator’s honest and truthful opinions and actual experiences. The Content Creator should only make factual statements about the Advertiser or the Advertiser’s products which the Content Creator knows for certain are true and can be verified.
- (c) Content Creator is responsible for reading and following all guidelines in the FTC’s publication, “The FTC’s Endorsement Guides: What People Are Asking” available at “<https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>.”

Originality of Content Creator – contributed Content. As between Content Creator and Company, all portions of content contributed by the Content Creator under the Content Creator Agreement with Company (“Content”) must be the original creative work of the Content Creator or the Content Creator must be the sole owner of the Content.

Quotes. Content Creator should adhere to the following steps if using quotes: (a) quotes should be short; (b) Content Creator should credit the source; and (c) Content Creator should use the quote in the same context as when the quote was originally made. If Content Creator has a question about whether he/she can use a quote, Content Creator must ask the writer for written permission to use the quote in an email and keep the email.

Linking. Content Creator may embed a hyperlink in the Content that links to the specific webpage where third party content is located provided the link has been approved by Company. Content Creator may not link to sites containing content that would not be permitted under the Content Creator Agreement.

Third Party Content. In order to avoid potential infringement of intellectual property rights, Content Creator should not endorse, copy, or adopt third party content. Content Creator should not modify any third party images or other media in any way that would change its nature or context, unless Content Creator is certain that he/she has the right from the copyright owner to create a derivative work. If Content Creator has a question about whether he/she can create a derivative work, Content Creator must ask the copyright owner for written permission to create the derivative work in an email and keep the email. Countries outside the U.S. (e.g., the European Union) may not recognize “fair use” as it exists under U.S. law or at all. Content Creator expressly agrees that he/she shall not rely on “fair use” to make

memes or other derivative works without the express, prior approval of Company’s counsel or written license from the copyright holder.

Statements About Third Parties. Content shall not contain any defamatory, libelous, or slanderous material. Content shall not be harassing, abusive, unlawful, tortious, threatening, harmful, pornographic, sexually explicit, obscene, patently offensive, or otherwise promote racism, bigotry, hatred, or physical harm of any kind. Content shall not violate any third party privacy right, right of publicity, or any other intellectual property rights.

Making Claims. Content shall be true and accurate to the best of the Content Creator’s knowledge and shall not hold out opinion as fact. Content shall not be intentionally misleading, deceptive, untrue, or fraudulent. Content Creator is responsible for checking his/her facts before he/she makes any claims about third parties or products, including the Product under the Content Creator Agreement.

No Advertising. Content Creator shall not, as a part of the Content produced for Company, advertise, market, or otherwise promote any other product or service in which Content Creator or any Content Creator affiliates have an ownership interest or other financial interest, directly or indirectly.

Music. Content Creator may not use any music on any web property on which he/she is publishing content without express permission from the copyright or other rights owner(s) for Content Creator’s specific intended use in each instance. Content Creator must obtain any required permissions or releases where necessary. In accordance with the Digital Millennium Copyright Act and other applicable laws, Company has adopted a policy of terminating, in appropriate circumstances and within Company’s sole discretion, Content Creator who infringes upon the intellectual property rights of Company or any third party.

Embedded Video Players. Content Creator is permitted to embed video players from third party sites in Content only through publicly available APIs that do not prohibit use by commercial entities in accordance with the API owner’s terms of service, as applicable. Content Creator should not copy third party video content and post it on a social media service such that Content Creator hosts the content; instead, showing third party videos in video players using third party APIs ensures that the third party, and not Content Creator, is hosting that content such that if the third party site removes that content from its site at the request of a copyright owner, that content will automatically be removed from the Content Platform as well, since the content is hosted on the third party’s server, and not Content Creator’s server.

Use of Images or Other Media. An image or other multi-media element may involve layers of rights. The photographer/creator owns the copyrights in his/her photograph or other media (e.g., the artistic expression of his/her vision). A person depicted in the photograph, video, or other applicable media owns the right to control the use of his/her image (or, in the case of a minor, a parent or guardian may exercise control or grant permission on behalf of the minor). If a trademark or a product in its trade dress (e.g., a Coke® can) appears, the owner of the trademark may have rights in how its product or trademark is depicted. Content Creator must analyze each image or other media element to be sure that he/she has the appropriate permission from all rights owners to use the image or media in accordance with this policy and the Content Creator Agreement.

Credit and Attribution. Credit or attribution to the source of the image (e.g., Getty Images) is always necessary for a full-size photograph even where permission has been granted to use the image. Similarly, attribution should be provided for other media according to its accompanying license terms.