

## HOST YOUR OWN SCREENING LICENCE AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY.

This Licence Agreement is a legal agreement between you (“you” or “your”) and Elemental Media Pty Ltd (“Elemental Media”, “we”, “our”, or “us”) in connection with the feature documentary titled “The Connection” (“**Program**”).

By applying for a licence at the website at [www.theconnection.tv](http://www.theconnection.tv) (“**Website**”) to screen the Program under the ‘Host Your Own Screening’ program you acknowledge that you have read this Agreement and agree to be bound by all its terms and conditions.

We may modify the terms and conditions contained in this Agreement at any time by posting a revised Agreement on the Website therefore please regularly check the Website for the latest Agreement. The Agreement on the Website at the time you take the licence will be the agreement that applies to you.

### PROCESS:

On the Website, you must apply for the type of licence that you require (“**Licence Type**”) and pay the fee that applies to that Licence Type. The “**Commencement Date**” will be the date that you pay the applicable fee for the Licence Type or if there is no fee payable, the date on which you apply for the Licence Type.

### LIMITED LICENCE:

a. Subject to the terms and conditions of this agreement, from the Commencement Date we hereby grant you a limited, revocable, non-transferable, non-sub-licensable, non-exclusive, licence to screen the Program in public (“**Screening**”) solely in the manner as permitted in this Agreement and according to the terms applicable to the Licence Type and to use the promotional materials provided by us in connection with the Screening Licence Package.

b. This Agreement will immediately and automatically terminate if at any time you do not timely comply with any terms, conditions or obligation under this Agreement.

### LICENCE TYPES:

#### a. Single Screening Licence

This licence grants you the right to screen the Program on one occasion only at a single Screening. The term of this licence shall commence on the Commencement Date and terminate at the end of the Screening. You may charge an admission fee to the Screening or run the Screening as a free event. You are required to purchase a new licence each time you want to host a new screening of the film.

#### b. Education/Library Licence

This licence grants schools, universities and educators the right to screen the Program as part of an educational program, course of study, in classrooms or for curriculum development. This license also grants you the right to incorporate the Program into an Educational Library catalogue and loan the Program to library members through your library system.

The term of this licence shall commence on the Commencement Date and will be valid for an unlimited number of screenings for the lifetime of the DVD or Blu-Ray received with the Education/Library Licence. In this event you will be required to purchase a new Education/Library Licence. You may not charge an admission fee to the Screenings organised using this licence.

### RESERVATION OF RIGHTS:

We reserve all right, title and interest (including all copyright) in and to the Program and the Screening Licence Package materials. You do not, by virtue of this Agreement acquire any ownership interest or rights in or to the Program, any Screening Licence Package materials or any other materials we provide.

### ALTERATIONS:

a. The Program must be screened uninterrupted, in its entirety.

b. You may not (i) modify, alter or edit the Program in any way or remove or obscure any part of the Program including credits and copyright notices, or (ii) use the name or any logos of Elemental Media or

the Program in connection with any third-party material or represent that any such third-party material originates from or is authorized by Elemental Media.

**TERM OF THIS AGREEMENT:**

a. The term of this Agreement will be as set out in respect of each Licence Type. Termination or expiry of this Agreement will not relieve either party of any liability for any breach of, or liability accruing under, this Agreement prior to termination or expiry.

**TERMINATION:**

If we determine, in our sole discretion, that the Screening may expose you, Elemental Media or any other person to any claim or liability, we may immediately terminate your rights hereunder upon written notice to you and you shall cancel the Screening and/or any further Screenings. Elemental Media's sole liability to you for such cancellation shall be to refund the fee paid by you for this licence. If such cancellation is due to your negligence, wilful misconduct or breach of this Agreement, you shall not be entitled to any refund.

We shall not be responsible to you for any liabilities, losses, damages or expenses caused by or arising from the termination of this Agreement.

**REPRESENTATIONS AND WARRANTIES:**

a. You represent and warrant that all information provided to Elemental Media is complete, accurate and up-to-date. We may send any notifications, approvals, and other communications relating to the Host Your Own Screening Program, or this Agreement to the email address you submitted. If you change your email address you must notify us as soon as possible.

b. You will not represent or imply that you are associated with or part of Elemental Media or the Program or our agent or representative.

c. You agree to host the Screening (i) in a clean, friendly and safe environment, (ii) in a manner that does not reflect poorly on us or the Program, and (iii) in compliance with all applicable laws, regulations and local ordinances.

**INDEMNITY:**

You agree to indemnify, release and hold harmless Elemental Media and its directors, officers, agents, employees, representatives, consultants, suppliers, and distributors from and against any liability, claim, demand, costs, expenses and damages (including, without limitation, reasonable legal fees) arising out of or connected with a third-party claim that is based on the Screening, your negligence or wilful misconduct in connection therewith, or your breach of this Agreement.

**LIMITATION OF LIABILITY:**

We will not be liable for indirect, incidental, special, consequential, or exemplary damages (including any loss of revenue, profits or goodwill) arising in connection with this Agreement or the Screening(s), even if we have been advised of the possibility of those damages. Further, our aggregate total liability arising in connection with this Agreement and the Screening(s) will not exceed the total fee you paid to us for this licence.

**DISCLAIMERS:**

The views and statements expressed in the Program do not necessarily reflect the views of Elemental Media Pty Ltd. The Program and the Website deal with the role of the mind in health outcomes. They are not a substitute for professional medical advice and Elemental Media does not advocate replacing any professional medical advice, diagnosis, treatment or therapy.

The Program and the Website contain information including data, statistics, research, opinions and views sourced from third parties. Elemental Media does not warrant or endorse the accuracy, quality, suitability or currency of any information.

Any promotion of the Program and/or the Website should be done in accordance with this.

**GOVERNING LAW**

This Agreement is governed by the laws of NSW, Australia.

**General Conditions**

This Agreement constitutes the entire agreement between you and us and supersedes any prior agreements. The failure of Elemental Media to exercise or enforce any term or provision of this Agreement will not constitute a waiver of such term or provision. If any part of this Agreement is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect. This Agreement is not assignable or transferable by you without our prior written consent. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.