

COMEDY PAYS
OFFICIAL CONTEST RULES

(Revised 2/7/23)

I. GENERAL DESCRIPTION

Fox and Chickens Productions, LLC is the sponsor and producer (“**Producer**”) of “Comedy Pays” (“**Comedy Pays**”), a contest (“**Contest**”) seeking submissions by members of the public of their best jokes. At Producer’s sole discretion, submissions may be posted by Producer on, but in no way limited to, the www.ComedyPays.com website, the official Comedy Pays (@ComedyPays) fan pages, on social media accounts including but not limited to Facebook, Twitter, Instagram, Snapchat, TikTok and/or Youtube, and may be further used as stated herein and/or in the submission materials. Further, submissions may be used in the future in any and all media, whether now known or hereafter devised, including, without limitation, all forms of home video (including, but not limited to, videocassettes, DVDs, digital recordings or transmission, etc.); theatrical motion pictures; compilations; printed media; the Internet, websites and any and all digitized versions (including, without limitation, any sponsored or commercial use in connection with online banner, “pre roll,” “post roll,” and/or targeted advertising, graphic overlays and watermarking (and any other modifications or edits to the submission itself) digital and electronic devices (including, but not limited to gaming devices such as entertainment stations and handheld devices, such as, Nintendo, Playstation, Xbox, Gameboy, DS, PSP, cell phones, tablets, etc.); all new media and future technologies and all forms of television, (e.g., free, pay, pay-per-view, cable, satellite, OTT or otherwise) throughout the universe in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing. Only submissions conforming to the Comedy Pays Terms of Use, Comedy Pays Privacy Policy, the Comedy Pays Submission Release and based on Producer’s judgment, as they determine in their sole discretion, will be eligible for consideration in the Contest.

The Contest is currently intended to consist of: (i) various Contest submissions whereby Producer may select, in its sole discretion, a winning submission amongst any grouping of submissions (e.g., weekly grouping of submissions, monthly grouping of submissions) to receive one thousand dollars (\$1,000). Producer, in its sole discretion, may from time to time issue a “Grand Prize” Winner. Grant Prize winners shall be chosen from amongst the various Contest winners. See sections IV, V and VI for information on judging criteria and prizes. All monetary prizes shall be paid in U.S. Dollars unless otherwise determined by Producer in its sole discretion. The number of submissions per Contest groupings and/or total number of Contest groupings are subject to Producer’s sole discretion. Pursuant to section V(1), Producer reserves the right to exploit any element of the Comedy Pays Contest (including but not limited to any submissions, whether or not previously exploited) in a grouping not considered a Contest whereby no prize is awarded; Entrant acknowledges the potential for resulting public exposure is sufficient consideration for any submission use. Further, if a Contest is unable to be completed due to any event of force majeure or other forces beyond Producer’s control, Producer reserves the right not to award any or all of the prize(s) set forth above.

II. PROCEDURES FOR SUBMISSION

1. Persons wishing to enter (“**Entrant**”) may upload up to three (3) submissions a week (different submissions) on the Comedy Pays website at www.ComedyPays.com/upload by following the instructions on the website or via the Comedy Pays mobile applications, as may exist at the time of Entrant submission, for Android and iOS (iPhone, iPad, and iPod Touch) available for free download on Google Play or the iTunes App Store, respectively by following the instructions in the application. Submissions on the aforementioned digital platforms and agreeing to the terms of service thereof transfers exclusive ownership in the submissions to Producer as of the date/time of acceptance of such terms of service and supersedes any prior agreements relating to ownership or otherwise entered in to by the submitter, owner, and/or persons appearing in the submission with any other third party or entity.
2. Submissions will be reviewed on an ongoing basis. See section VI for information on deadlines. Regardless of the means of submission, submitter (and/or Entrant) hereby agrees to execute all additional paperwork and/or agreements as required by Producer to further memorialize and/or record the transfer of ownership and/or any other rights or permissions granted to Producer.
3. **All submissions become the sole property of Producer** and may be used in any manner, commercial or otherwise, including without limitation in the Program or any other Program, in any and all media and/or technologies now known or hereafter devised throughout the universe in perpetuity.
4. At times Producer may invite themed submissions or similar types of solicitations, some of which may be through social media platforms (e.g., asking viewers to post videos with designated hashtags or otherwise on certain social media sites) (individually or collectively, “**Themed Solicitations**”). All submissions received, posted or otherwise made available to Producer in response to a Themed Solicitation shall nonetheless remain subject to all submission procedures and eligibility requirements contained herein in order to be eligible for the Contest, including, without limitation, the requirement that a submission be registered through www.ComedyPays.com or Comedy Pays mobile application in order to be eligible for the Contest.
5. Submissions shot for commercial distribution and/or commercial broadcast purposes are not eligible for any prizes.
6. Submissions entered via the www.ComedyPays.com website or via the Comedy Pays mobile applications for Android OR iOS, Entrants should submit the highest quality file up to 2 GB. Acceptable file formats are: MPEG (.mpg/.mpeg/.m4v), QuickTime Movie (.mov), AVI (.avi), and Windows Media Video (.WMV). Producer particularly recommends MPEG4 (MPG) compression types (CODECS) such as H.264, DivX, Xvid, and AVC. The recommended length is up to 1 minute. Message and data rates may apply for videos submitted via the Comedy Pays mobile applications; Entrants are responsible for all fees incurred through their wireless device associated with participation in this Contest. Entrants should consult their wireless service provider for details regarding their message and data plan(s). Instructions for uploading the submissions can be found on the

Comedy Pays website at: www.ComedyPays.com, and on the Comedy Pays Official fan page on Facebook, and in the Comedy Pays mobile applications for Android and iOS. Entrant understands and agrees his/her submission may receive exposure on www.ComedyPays.com and/or www.Youtube.com/ComedyPays and/or other websites, platforms and media as Producer determines in its sole discretion and may be subjected to comments and popularity ratings from the public at large. Producer is not responsible in any manner for any remarks posted by the public pertaining to an Entrant or an Entrant's submission. Additional information regarding online submissions may be available at www.ComedyPays.com.

7. Producer reserves the right to alter the number of submissions displayed in each Contest grouping. Further, Entrant acknowledges that Producer reserves the right to exploit submissions whereby no prizes are awarded. Entrant acknowledges the potential for resulting public exposure is sufficient consideration for any such use of a submission.
8. Each Entrant acknowledges and agrees that Producer reserves the right to edit or otherwise alter each submission for any reason, including but not limited to, in order to incorporate or append the Contest's graphics, for creative reasons, for technical reasons, to comply with distributor's guidelines (e.g., Instagram's Community Guidelines), and/or in order to convert the submission into a broadcast-quality video for potential on-air broadcast.
9. Producer's decisions regarding all Contest matters are made in Producer's sole and absolute discretion and are final and non-appealable. All submissions are subject to the terms of these rules and all Entrants agree to be bound by these rules and Producer's decisions. Producer reserves the right in its sole discretion to amend these rules at any time without prior written notice to Entrant and Producer will post the revised rules on www.comedypays.com. Due to the ongoing nature of the Contest, the rules are updated several times throughout the year; please review them on www.comedypays.com frequently. The rules in effect at whatever time the submission is judged will apply regardless of submission date.
10. Producer is not responsible for Internet system and hardware failures; delayed, incomplete or unsuccessful transmission of content, submissions or other entry information; technical malfunctions of any kind; human error; information loss and downtime; or any costs, losses, liability or damages resulting from any such failures. In the event of any such technical difficulty, malfunction or error, Producer reserves the right, in its sole discretion, to take such actions as it deems appropriate in keeping with the fairness and integrity of the Contest, including without limitation a determination to take no action.

III. ELIGIBILITY

1. The Contest is open only to legal residents of the 50 United States, the District of Columbia, Guam, Puerto Rico, U.S. Virgin Islands and other U.S. territories and possessions, and to active members of the United States Armed Forces who are deployed abroad (excluding such persons who are otherwise legal residents of and/or deployed in the geographical areas listed above) and their immediate family members residing with them.

2. Employees of Fox and Chickens Productions, LLC, Bird and a Bear Entertainment, each of their respective parent, subsidiary, and affiliated companies and anyone involved in the production or administration of the Contest, as well as the immediate family/same household members of any of the foregoing individuals are not eligible to enter or to win any prizes. "Immediate family members" shall mean parents, step-parents, children, step-children, grandchildren, step-grandchildren, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three (3) non-consecutive months a year, whether related or not.
3. Producer reserves the right to at any time change eligibility and procedures.
4. Producer reserves the right to modify existing eligibility criteria, including, without limitation, geographical and age restrictions.
5. Entrant must be 18 years of age or older as of the date of entry.
6. Entrant (and, any person appearing in the entry) must not be a candidate for public office and must agree not to become such a candidate for a period of eighteen (18) months from the date of submission.
7. Entrant's must not have been selected as a contest winner within the previous one-year period from announcement of their submission as a Contest winner.
8. To be eligible for the Contest, Entrant must not have submitted for exhibition or personally exhibited Entrant's submission on television and/or any media platform, with the exception of exhibition on Entrant's personal social media pages, prior to its exploitation in the Contest. Notwithstanding the foregoing, if Producer determines that a submission was exposed on television and/or any media platform, including social media pages, without the knowledge or involvement of the Entrant, Producer may, in its sole discretion and in keeping with the fairness and integrity of the competition, permit the submission to maintain its eligibility for the Contest.
9. Upon receipt of Entrant's submission, excluding the above, the submission must be exclusive to Producer. Entrant agrees to complete all additional forms required by Producer and further must be able to grant to Producer all rights set forth in such forms, including without limitation, the consent forms and/or other releases as required by Producer (collectively, the "**Releases**"). For the sake of added clarity, Producer's requirement related to completion of Releases is not intended to, and does not, alter the fact that exclusive ownership of the submission is granted to Producer upon the Entrant's agreement to the online terms of service.
10. In the event Entrant's submission is chosen by Producer, in Producer's sole discretion, as a winning Contest entry, Producer may request Entrant to appear in an on-camera interview for use in Producer's announcement of the Contest winner ("**Winner Interview**"). Prior to the Winner Interview, Entrant agrees to execute all additional paperwork, releases, payroll documents and/or agreements as required by Producer. Scheduling a Winner Interview shall be handled in good faith between Producer and Entrant, however conducting s Winner Interview shall be a condition to eligibility for a Contest hereunder.
11. If an Entrant's submission was posted on an internet website(s), including Entrant's personal social media pages, before or after the date received by Producer, Producer reserves the right to request Entrant remove the submission from any website for any

reason, including which, in Producer's determination, if remaining on such a website would bring Producer or the Contest into public disrepute, contempt, scandal or ridicule, or which reflects unfavorably upon Producer, the Contest, or any sponsor of the Contest. Producer reserves the right to disqualify entry at any time if Entrant fails to remove Entrant's submission from a website as so directed by Producer.

12. Each Entrant acknowledges and agrees that his/her submission may or may not receive exposure in connection with Comedy Pays in any or all types of media, including without limitation social media sites, news, and entertainment sites (collectively, the "**Media**"), that competing submissions may receive more or less exposure in the Media prior or subsequent to submission to Comedy Pays, and that Producer and/or third parties may initiate, assist or cooperate with Media requests or exposure in connection with any submission(s). Entrant understands, agrees and assumes the risk that Media exposure of his/her submission, if any, may not be the same or commensurate with that of other competing submissions. Entrant explicitly acknowledges and agrees that the Releases provided to Producer by Entrant shall cover any claim, expense or liability arising from or relating to such Media contact or exposure, or the lack thereof. Entrant agrees that he/she will report all requests for interviews or any other direct or indirect Media contact to Producer for approval, in Producer's sole discretion, prior to participating in any interview or other Media contact.
13. The order in which submissions are presented in any particular grouping of the Contest, and the order in which Contest groupings are distributed will be determined in Producer's sole discretion.
14. All Entrants agree that Producer is not responsible for any error, omission, interruption, delay, deletion or defect with respect to the transmission and/or distribution of the Contest including, without limitation, any local, regional or national preemption (whether partial or total). All Entrants expressly assume the risk of Contest preemptions, which may occur nationally or in certain local markets including without limitation in the market in which a prize finalist may reside. Any such preemption(s) may occur at any time and may affect, in whole or in part, the exhibition of the Contest. The preempted Contest may or may not be exhibited at an alternate time and the date and time of such rescheduled exhibition, should it occur, may or may not be announced in advance and may or may not draw the same number of viewers as the originally scheduled date and time. Producer may at its sole option elect to disregard any such preemption in administering the Contest or take any other measures it deems suitable to address any such preemption.
15. In addition to the rights granted when uploading submissions to www.comedypays.com, or any other electronic form of submission, Entrants whose submissions are chosen for possible inclusion in a grouping of the Contest must sign a Comedy Pays Submission Release ("**Submission Release**") in the form presented by Producer attesting, among other things, to the fact that they are the rightful owners of the submission and that the submission may be distributed, and ownership transferred to Producer, without obtaining permission from or making any payment to any third party. Notwithstanding the foregoing or anything to the contrary herein, Producer's requirement related to completion of the aforementioned Submission Releases is not intended to, and does not, alter that exclusive ownership of the submission is granted to Producer upon the submitter's agreement to

the online terms of service. Any submission containing third party content may be subject to disqualification. All persons submitting content or appearing in or heard in a submission must grant, or must have granted, all necessary rights as required by Producer, which may require, without limitation, signing the applicable Submission Release(s) (which shall, among other things, grant to Producer the ownership rights in the submission(s), and/or and the right to use such person's name, voice and likeness in any manner, commercial or otherwise, and in any and all media and/or technologies whether now known or hereafter devised throughout the universe and in perpetuity, including, without limitation, for programming, promotional and advertising purposes), and may be provided to submitter after agreeing to the applicable online terms of service and submission applications and grants of rights but before the submission can be eligible for prize awards. Failure to provide requested Releases and/or consents may result in disqualification of Entrant. Notwithstanding the foregoing or anything to the contrary herein, and without limitation of the rights granted to Producer, a submission constitutes the Entrant's permission to use the content and the name, voice and likeness of the Entrant, as well as the Entrant's representation that he/she has obtained all necessary permissions and approvals to use the content and the name, voice and likeness of all persons appearing in the submission, in and in connection with the Program and any and all other exploitations thereof or otherwise, including, without limitation, for programming, advertising and promotional purposes, in all media and/or technologies, now known or hereinafter created.

16. Each submission must be solely the original work of Entrant(s)/submitter(s) and/or each Entrant represents that his/her submission does not infringe on any third party's copyrighted material trademark or other intellectual property rights, or privacy or publicity rights.
17. By submitting an entry, each Entrant agrees to release, discharge, defend and hold harmless Fox and Chickens Productions, LLC, Bird and a Bear Entertainment, the distributors of "Comedy Pays" and each of their respective parent, subsidiary and affiliated companies and each of their respective licensees, assigns, officers, directors, employees, members, partners, agents and representatives (collectively, the "**Released Parties**"), from and against any claim, expense or liability arising from or related to submission, exhibition or exploitation of the entry, participation in this Contest, or otherwise and/or acceptance or use or misuse of any prize (including any travel or activity related thereto) or any breach or threatened breach by Entrant of any provision, representation, warranty or obligation made hereunder.
18. Each Entrant agrees that his/her participation and submission shall be governed by and construed under and in accordance with the laws of the United States and of the State of California applicable to contracts entered into and wholly performed therein. Each Entrant consents and agrees to the exclusive jurisdiction and venue of the federal and state courts of the State of California, located in the County of Los Angeles. Any claims shall be resolved individually, without resort to any form of class action, and all such claims shall be limited to actual out-of-pocket costs incurred, but in no event to include attorneys' fees.

IV. JUDGING CRITERIA

1. Submissions will be judged by Producer on the basis of humor and/or uniqueness. From time to time, the Producer may request submissions on specific topics. Such submissions will be included with the general submission pool for Contest purposes and will compete with the general submission pool for any prizes unless otherwise stated. All submissions must conform to Comedy Pays and the applicable distributor's guidelines (e.g., Instagram's Community Guidelines), based on Producer's and distributor's judgment, as they determine in their sole discretion.
2. Producer will select submissions for inclusion in the Contest as follows:
 - A. Each submission will be assigned a unique number and stored in a database along with submitter information.
 - B. Producer's representatives will conduct an initial review (the "**Initial Review**") of all submissions and will (as determined by Producer in its sole discretion) advance those submissions reflecting a sufficient level of humor and/or uniqueness to warrant further consideration. Any submission which does not advance past Initial Review will be rejected for use in the Contest at that time. Producer reserves the right to reevaluate any submission received at any time, but has no obligation to do so.
 - C. Producer will view submissions that are advanced beyond Initial Review for possible consideration in a particular Contest grouping.

V. Contest Prize(s)

1. Of the submissions included in each Contest grouping, Producer has the option of selecting one (1) winner based on humor and/or uniqueness as determined by Producer in its sole discretion. For clarity, no Contest winner is guaranteed. In addition, Producer, in its sole discretion, may from times to time issue a "Grand Prize" winner. Grand Prize winners shall be chosen by Producer from amongst the various Contest winners.
2. Producer reserves the right to exploit any element of the Comedy Pays contest (including but not limited to any submissions, whether or not previously exploited) in a grouping not considered a Contest whereby no prize is awarded. Such exploitation may be by compilation segment or any other method, at Producer's discretion. Entrant acknowledges the potential for resulting public exposure is sufficient consideration for any submission use.
3. Producer reserves the right to use alternate judging and/or voting procedures, as determined by Producer, in Producer's sole discretion.
4. The prize for each Contest grouping is one thousand dollars (\$1,000). The prize is paid in U.S. dollars. The monetary value for the Grand Prize shall be subject to Producer's sole discretion.

5. Submissions included in a Contest grouping where that Contestant grouping is announced and/or exhibited are not eligible for prizes in future Contest groupings. At Producer's sole option, any submission received (whether or not selected by Producer to be in a Contest grouping) may be retained and considered for use and reuse, and used and reused, in any subsequent edition of the Contest, any other program or production, and/or for ancillary or other use in any and all media and/or technologies now known or hereafter devised throughout the universe in perpetuity.
6. Subject to the terms herein, cash prizes will be awarded to the Entrant(s) up to ninety (90) days after the later of (a) the initial announcement of their submission as a winning selection or (b) the initial public exhibition of the Contest grouping whereby Entrant's submission is announced as a winning submission, provided that the Entrant(s) certify and establish to Producer's satisfaction that they are the owner(s) of the submission and further provided that they have complied with these Official Rules and have signed all necessary releases and any other forms, including applicable payment forms, as determined by Producer in its sole discretion.
7. In the event that a winning submission has more than one owner, as indicated in writing by Entrant(s) at the time of submission, Producer will divide and distribute any cash prize attributable to such submission in the applicable Contest grouping so that each owner will receive an equal dollar amount. In all instances, potential prize winner(s) will be required to sign any forms required by Producer in order to receive a prize. Winners of any prize are solely responsible for all applicable foreign, federal, state and local taxes.
8. Producer reserves the right to terminate, suspend and/or modify the Contest, award the prizes by any other means Producer deems appropriate, and/or limit, reduce or not award the announced prizes.

VI. CONTEST DEADLINES

1. The deadline dates, if any, for each Contest grouping are yet to be determined, but will be announced in an updated version of these rules in advance of the deadlines for submissions. Check these rules on www.comedypays.com frequently for updates. It is any submitter's sole obligation to check the rules for updated submission dates, Producer assumes no liability for any submitter's failure to do so. All submissions must be received by Producer on or before the applicable deadline date, if any.

Deadline dates are subject to change at Producer's sole discretion.

For more information: go to www.ComedyPays.com