

CONDITIONS OF USE

Welcome to the Comic Book Men casting website (the "Site"). Original Media, LLC, its subsidiaries and affiliated companies (collectively referred to herein as "Original Media", "us", "we" or "our"), themselves or through their service providers, provide the Site as a way for you apply to be on "Comic Book Men", an unscripted series that documents the daily banter of the staff and customers at New Jersey comic shop, Jay and Silent Bob's Secret Stash (the "Series"). To learn more about the show, click [here](#).

PLEASE READ THESE CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. BY SUBMITTING YOUR CASTING QUESTIONNAIRE OR OTHERWISE USING THE SITE, YOU AGREE TO BE BOUND BY THESE CONDITIONS OF USE AND OUR [PRIVACY POLICY](#), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT.

ELECTRONIC COMMUNICATIONS

By submitting your Casting Questionnaire to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you using the email you provide us. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

SUBMISSIONS

You will be required to provide us with responses to the Casting Questionnaire, as well as photos of your item and yourself (your "Submission"). By providing us with your Submission, you understand and agree:

- That you are required to upload photos of your item and yourself for your Submission to be considered at [www.comicbookmencasting.com].
- That your photos will not be returned.
- That Original Media is not responsible for lost or damaged Submissions.
- That if you are selected to participate in the Series, you will be required to enter into a more formal appearance release, and that you will be disqualified from participation in the Series if you fail to enter into such an appearance release.
- That there is no monetary compensation for appearing on the Series and that you will not be compensated for travel or accommodations.
- That Original Media has no obligation to use your Submission, and Original Media has no obligation to select your Submission; your selection or participation in the Series is in no way guaranteed. Your Submission is provided to us merely for the purpose of evaluating potential participants in the Series.
- That you are the sole owner of the photos and that you have the right to grant the rights granted herein, including the necessary permissions, and that the Submission will not violate any rights of any third party.

Rights You Grant to Us

By providing your Submission to us, you understand and agree that the Submission, including the responses contained therein, your photos, including your likeness as depicted therein, and all rights thereto, shall be irrevocably transferred to and owned exclusively by Original Media. You are giving Original Media the right to use, including, but not limited to, the right to display, publicly perform, transform, reproduce, modify, make derivative works of, store, transmit, publish, distribute, post, broadcast, adapt, exhibit, and to license and assign its rights (together, "Use"), to the content of and elements embodied in your Submission in any and all media, whether now known or hereafter devised, in any language, worldwide, in perpetuity in connection with the Site and/or the Series, including the right to Use the Submission in connection with the advertising, promotion and publicity of the Series.

Release; Indemnity

You agree to indemnify, defend, and hold Original Media, its affiliates, suppliers, licensors and partners, including AMC Network Entertainment LLC ("AMC"), and the parents, subsidiaries, successors, licensees, assigns, officers, directors, employees, agents and representatives of each of them (collectively, the "Original Media Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your use of the Site, (ii) your violation of these Conditions of Use, or (iii) the infringement by you of any intellectual property or other right of any person or entity. Original Media reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Original Media.

BY PROVIDING US WITH YOUR SUBMISSION, YOU FULLY RELEASE THE ORIGINAL MEDIA ENTITIES FROM ANY CLAIMS RELATING TO THE USE OF THE SUBMISSION AND WAIVE ANY RIGHT TO EQUITABLE OR INJUNCTIVE RELIEF IN CONNECTION WITH SUCH USE. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT OR OTHERWISE MODIFY THE "RELEASE AND WAIVER" SECTION OF THE CASTING QUESTIONNAIRE ON THE SITE.

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The Site may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

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THE SITE IS MADE AVAILABLE TO YOU "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. ACCORDINGLY, THE ORIGINAL MEDIA ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SITE'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES.

THE ORIGINAL MEDIA ENTITIES DISCLAIM LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) REPUTATIONAL HARM, OR (iv) LOSS OF INFORMATION OR DATA.

Applicable Law

By using the Site, you agree that the laws of the state of New York, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Original Media.

Disputes

Any dispute or claim relating in any way to your use of the Site will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to COMICBOOKMENCASTING@GMAIL.COM. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration you and Original Media each waive any right to a jury trial. You agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Site Policies, Modification, and Severability

We reserve the right to make changes to our Site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.