

**HAWAI'I CALLS ADVANCING HAWAI'I TO THE WORLD
WEBSITE TERMS OF USE
EFFECTIVE AS OF APRIL 16, 2025**

PLEASE NOTE THAT THE ARBITRATION SECTION BELOW CONTAINS PROVISIONS THAT REQUIRE (i) WITH LIMITED EXCEPTIONS, ALL DISPUTES ARISING BETWEEN YOU AND COMPANY UNDER THIS AGREEMENT BE HANDLED BY ARBITRATION, AND (ii) YOU AND COMPANY WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES.

This site is operated by Council for Native Hawaiian Advancement ("Company") to gather online auditions ("Company Services") in connection with Season 1 of the television program HAWAI'I CALLS ADVANCING HAWAI'I TO THE WORLD.

This site has been created for your personal enjoyment and entertainment. By visiting the Site, you accept and agree to be bound by these Terms of Use, including any future modifications, which constitute an agreement ("Agreement") between you and the Company and to abide by all applicable laws, rules and regulations (collectively, "Applicable Law"). Please read this Agreement carefully. Company reserves the right to modify or amend this Agreement without notice at any time, and such modification(s) will be effective upon posting on the Site. All material modifications will apply prospectively only. Your continued use of the Site and/or Company Services following any such modification constitutes your acceptance and agreement to be bound by the Agreement as so modified. It is therefore important that you review this Agreement regularly. If you do not agree to be bound by this Agreement and to abide by Applicable Law, you must immediately leave the Site and discontinue your use of Company Services. You may receive a copy of this Agreement by emailing us at info@hawaiiancouncil.org with the following subject: Website Terms of Use Agreement. Your access to certain Site features may require you to accept additional terms and conditions applicable to such features, in addition to this Agreement, and may require you to download Software or Content (each as defined below) and additional terms may apply. Any questions or comments regarding, or problems with, the Site should be sent to the Site Administrator at info@hawaiiancouncil.org.

ELIGIBILITY AND USER PROTECTION OF LOG-IN INFORMATION

Use of the Site and Company Services is limited to users 18 years of age and older. Any registration information you submit must be accurate and complete.

TERM

This Agreement shall remain in full force and effect while you use the site. Even after your upload is completed and submitted, this Agreement will remain in effect.

CNHA CONTENT

The Site and Company Services contain information, text, files, images, images, video, sounds, musical works, works of authorship, applications, and any other materials or content (collectively, "Content") of CNHA ("CNHA Content"). CNHA Content is protected by copyright, trademark, patent, trade secret and other laws, and as between you and Company, Company owns and retains all rights in the CNHA Content and the Company Services. CNHA hereby grants you a limited, revocable, non-sub licensable license to access and display the CNHA Content (excluding any software code) solely for your personal, non-commercial use in connection with viewing the Site and using the Company Services. The Site and Company Services may also contain Content of users and other Company licensors. Except as provided in this Agreement, by prior written consent of Company, or as explicitly permitted on the Site or

Company Services, you may not copy, download, stream capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell or otherwise use any Content appearing on or through the Site and/or Company Services. Requests for permission to reproduce or distribute materials found on the Site can be made by contacting Company in writing the Site Administrator at info@hawaiiancouncil.org.

Further, except as explicitly and expressly permitted by Company, you are strictly prohibited from creating works or materials (including but not limited to fonts, icons, link buttons, wallpaper, desktop themes, on-line postcards, montages, mash-ups and similar videos, greeting cards and unlicensed merchandise) that derive from or are based on the CNHA Content. This prohibition applies regardless of whether the derivative works or materials are sold, bartered or given away. You may not either directly or through the use of any device, software, internet site, web-based service or other means remove, later, bypass, avoid interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the CNHA Content or any digital rights management mechanism, device, or other content protection or access control measure associated with CNHA Content including geo-filtering mechanisms. Furthermore, you may not create, recreate, distribute or advertise an index of any significant portion of CNHA Content unless authorized in writing by company. You may not build a business utilizing CNHA Content, whether or not for profit.

USE OF COMPANY SERVICES

The Company Services are offered for your personal use only and may not be used for commercial purposes. Company reserves the right to remove commercial content in its sole discretion. You understand that you are responsible for all Content that you post, upload, transmit, email or otherwise make available on, through or in connection with the Company Services (collectively, "User Content"). Accordingly, please choose carefully the information that you post on, through or in connection with the Company Services. If you become aware of misuse of the Company Services, please report this immediately to the Company at [EMAIL]. Company assumes no responsibility for monitoring the Company Services for inappropriate Content or conduct. If at any time, Company chooses in its sole discretion to monitor the Company Services, Company nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content, and no responsibility for the conduct of any user.

You agree NOT to use the Company Services to:

Post, upload or otherwise transmit or link to Content that is: unlawful; threatening; harmful; abusive; pornographic or includes nudity; offensive; harassing; excessively violent; tortuous; defamatory; invasive of another's privacy, publicity, copyright, trademark, patent, trade secret, contract or other rights; false or misleading; obscene; vulgar; libelous; hateful; or discriminatory;

Violate the rights of others including patent, trademark, trademark, trade secret, copyright, privacy, publicity or other proprietary rights;

Harass or harm another person;

Exploit or endanger a minor;

Impersonate or attempt to impersonate any person or entity;

Introduce or engage in activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of or access to a computer or a computer network;

Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Company Services, including Company's servers, networks or accounts;

Cover, remove, disable, block or obscure advertisements or other portions of the Company Services;

Use technology or any automated system such as scripts or bots in order to collect usernames, passwords, email addresses or other data from the Company Services, or to circumvent or modify any security technology or software that is part of the Company Services;

Send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Company Services. If you do so, you acknowledge you will have caused substantial harm to Company, but that the amount of harm would be extremely difficult to measure. As a reasonable estimation of such harm, you agree to pay Company \$50 for each actual or intended recipient of such communication;

Solicit, collect or request any personal information for commercial or unlawful purposes;

Post, upload or otherwise transmit an image or video of another person without that person's consent;

Engage in commercial activity (including but not limited to sales, contests, or sweepstakes) without Company's prior written consent;

Use the Company Services to advertise or promote competing services;

Use the Company Services in a manner inconsistent with Applicable Law; and/or

Attempt, facilitate or encourage others to do any of the foregoing.

You acknowledge the Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this Agreement, including but not limited to, terminating their user account and/or reporting such User Content, conduct, or activity to law enforcement authorities.

You acknowledge, consent and agree that Company may access, preserve or disclose information you provide, including User Content, when Company has a good faith belief that such access, preservation or disclosure is necessary in order to: (i) protect or defend the legal rights or property of Company, our parents, subsidiaries or affiliates ("Affiliated Companies"), or their employees, agents and contractors (including enforcement of our agreements); (ii) protect the safety and security of Users of the Company Services or members of the public including acting in urgent circumstances; (iii) protect against fraud or for risk management purposes; or (iv) comply with Applicable Law or the legal process.

PRIVACY

Use of the Company Services is also governed by our Privacy Policy located at <https://www.hawaiiancouncil.org/auditions/> which is incorporated into this Agreement by this reference.

YOUR PROPRIETARY RIGHTS

You shall retain all ownership rights in your User Content. By submitting the User Content, you hereby grant to CNHA, in perpetuity, a non-exclusive, royalty-free, sublicenseable and freely transferable license to use, reproduce, distribute, prepare derivative works of, display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the User Content for any purpose whatsoever, throughout the universe, including, without limitation, in connection with (i) the Program, including, without limitation, advertising, marketing, promotion, merchandising and the exploitation of any and all ancillary and subsidiary rights, and redistributing part or all of the Program (and derivative works thereof), and (ii) the business of CNHA and/or its affiliated companies, including, without limitation, television network to be determined ("Network") and/or NETWORK and CNHA and/or NETWORK's network of Internet websites, applications, interactive television, video on demand and any other media or technology (including, without limitation, Internet protocol, wireless or interactive platforms or interfaces) through which CNHA and/or NETWORK may distribute content to end users, whether now existing or hereafter developed (together, the "Platforms"), in any and all media formats and through any and all media distribution and advertising and promotional purposes, without accounting, notification, credit or other obligation to you. For the avoidance of doubt, without limiting the generality of the rights granted to CNHA and/or any CNHA entity, these rights include, without limitation, the absolute right to edit and/or alter any User Content 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. CNHA has no obligation to review your User Content or to use your User Content in any manner whatsoever.

THIRD PARTY LINKS, SERVICES AND ADVERTISING

Company may provide, or third parties may provide, links to other websites, social media services, applications, resources or other services created by third parties ("Third Party Services"). When you engage with the Third Party Service, you are interacting with the third party, not with Company. If you choose to use a Third Party Service and share information with it, the Third Party Services may use and share your data in accordance with the Third Party Service's privacy policy and your privacy settings on such Third Party Service. In addition, the third party providing the Third Party Service may use other parties to provide portions of the application or service to you, such as technology, development or payment services. Company is not responsible for the content or practices of any websites other than the Site, even if the website links to the Site and even if it is operated by an affiliated company or company otherwise connected with the Site. Company makes no warranties, express or implied, as to the Third Party Services (including the accuracy and completeness of information supplied or the privacy practices thereof). If you decide to access other websites, you do so at your own risk. If Company has provided links or pointers to other websites on the Site or the Company Services, they are solely as a convenience to you and no inference or assumption should be made and no

representation should be implied that Company is connected with, operates, controls or endorses these websites. When you access other websites or Third Party Services, Company encourages you not to provide any personally identifiable information unless you know and are comfortable with the party with whom you are interacting and their privacy policy.

If you are interested in creating hypertext links to the Site, you must contact Company at info@hawaiiancouncil.org before doing so. In establishing hypertext links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship or support of the Site or Company, including its respective employees, agents, directors, officers and/or shareholders.

Company takes no responsibility for third party advertisements which are posted on the Site or the Company Services, nor does it take any responsibility for the goods or services provided by its advertisers.

COMPANY NEWSLETTERS; EMAIL ALERTS

Company may deliver newsletters and email alerts to its subscribers on a variety of Company services and programming. If you would like to unsubscribe from any Company newsletter or email alert, you may do so by clicking on the "unsubscribe" link at the bottom of the Company newsletter or email alert that you receive.

DISCLAIMERS

The Site and Company Services are provided "AS-IS" and "as available" and Company does not guarantee or promise any specific results from use of the Site and/or Company Services. Company expressly disclaims any warranties and conditions of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In particular, Company makes no warranty that your use of the Site and/or Company Services will be uninterrupted, timely, secure or error-free or that any information obtained by you on, through or in connection with the Company Services or Third Party Services (including but not limited to, through User Content or third party advertisements) will be accurate or reliable. Under no circumstances will Company be responsible for any loss or damage, including but not limited to, property damage, personal injury or death, resulting from use of the Site and/or Company Services, problems or technical malfunction in connection with use of the Site and/or Company Services, attendance at a Company event, any material downloaded or otherwise obtained in connection with the Site and/or Company Services, any User Content, third party advertisement or Third Party Service posted on, through or in connection with the Site and/or Company Services, or the conduct of any users of the Company Services, whether online or offline. Your use of User Content, third party advertisements, Third Party Services and the goods or services provided by any third parties is solely your responsibility and at your own risk. User Content, third party advertisements and Third Party Services do not necessarily reflect the opinions or policies of Company.

LIMITATION OF LIABILITY

IN NO EVENT WILL COMPANY, ANY OF ITS AFFILIATED COMPANIES OR HAWAI'I CALLS ADVANCING HAWAI'I TO THE WORLD 'S PRODUCERS, SPONSORS OR ADVERTISERS (OR EACH OF THEIR RESPECTIVE AFFILIATES, LICENSORS, AND SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE COMPANY

SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES DURING THE TERM OF YOUR USE OF THE SITE AND/OR COMPANY SERVICES.

INDEMNITY

You agree to defend, indemnify, and hold harmless Company, any of their affiliated companies and HAWAI'I CALLS ADVANCING HAWAI'I TO THE WORLD 's producers, sponsors and advertisers and each of their parents, affiliates and related companies together with their respective employees, agents, directors, officers and shareholders, from and against all the liabilities, claims, damages and expenses (including reasonable attorney's fees and costs) arising out of your use of the Site and/or Company Services; your failure to use the Site; your breach or alleged breach of this Agreement or your breach or alleged breach of the copyright, trademark, proprietary or other rights of third parties.

TERMINATION

Company reserves the right to immediately terminate your use of, or access to, the Site at any time for any or no reason, with or without prior notice or explanation, and without liability. Furthermore, even after your user account or access to a section of the Site is terminated, this Agreement will remain in effect.

U.S. EXPORT CONTROLS

Software available in connection with the Site and/or Company Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Site or Company Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

ARBITRATION

Any dispute arising hereunder shall be arbitrated by, and under the rules of, DISPUTE PREVENTION & RESOLUTION, INC. in binding arbitration in Honolulu, Hawai'i, and before a mutually selected arbitrator experienced in the United States television and internet entertainment industry. Each of you and Company also agrees to give up the right to have claims heard by a jury and the ability to seek to represent, in a class action or otherwise, anyone but each of you and Company. The only exceptions to this are that (i) each of you and Company retains the right to sue in small claims court and (ii) each of you and Company may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights.

Governing Law

This Agreement shall be deemed negotiated and entered into and shall be construed in accordance with the laws of the State of Hawai'i and the United States applicable to agreements which are negotiated, signed and performed within such state. All actions, proceedings or litigation arising out of this Agreement shall be instituted and prosecuted solely within the State of Hawai'i. Talent hereby consents to the jurisdiction of the state courts of Hawai'i and the federal courts located in the city of Honolulu as to any matter arising out of or relating to this Agreement, and agree that Hawai'i is a convenient forum.

Except with respect to Disputes to be resolved through an arbitration process in accordance with the Arbitration Agreement contained above, you and Company agree to submit to the exclusive jurisdiction of the courts located in Honolulu, Hawai'i, to resolve any Dispute arising

out of the Agreement or the Company Services. YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SITE OR THE COMPANY SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION ACCRUES. AFTER SUCH PERIOD, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

Unsolicited Submissions

Company does not knowingly accept, via the Company Services or otherwise, unsolicited submissions including, without limitation, submissions by you of blog ideas, articles, scripts, story lines, fan fiction, characters, drawings, information, suggestions, proposals, ideas or concepts. Company requests that you do not make any unsolicited submissions. Any similarity between an unsolicited submission and any elements in any Company or Affiliated Company creative work including, without limitation, a film, series, story, title or concept would be purely coincidental. If you do send any submissions to Company via the Company Services that are unsolicited (including but not limited to any Forum), however, you agree that (i) your unsolicited submissions are not being made in confidence or trust and that by making such submissions no contractual or fiduciary relationship is created between you and Company; (ii) any such unsolicited submissions and copyright become the property of and will be owned by Company (and are not User Content licensed by you to Company under "Your Proprietary Rights in and License to Your User Content") and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed or deleted as Company sees fit; (iii) you are not entitled to any compensation, credit or notice whatsoever in connection with such submissions; and (iv) by sending an unsolicited submission you waive the right to make any claim against Company or Company Affiliates relating to any unsolicited submissions by you, including, without limitation, unfair competition, breach of implied contract or breach of confidentiality.

Other

The failure of Company to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. The Section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. Except as otherwise expressly provided herein, if any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. You agree that any notices the Company may be required by Applicable Law to send to you will be effective upon Company's sending an e-mail message to the e-mail address you have on file with Company or publishing such notices on the informational page(s) of the Company Services.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or your use of the Company Services. A printed version of this Agreement and of any notice related to it shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent as other business documents and records originally generated and maintained in printed form.

Nothing contained in this Agreement limits Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Company Services or information provided to or gathered by us in connection with such use.

Please contact the Site Administrator at info@hawaiiancouncil.org with any questions regarding this Agreement.

BY CLICKING "I AGREE," I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS CONTAINED ABOVE.