

## **The Hulu Huddle**

### **Terms of Use**

Effective Date: October 15<sup>th</sup>, 2019

**Welcome to the Hulu Huddle! It is our pleasure to provide the Hulu Huddle for your use in accordance with these Terms of Use ("Terms"). Please take a moment to carefully read through these Terms.**

As a preliminary matter, we wanted to highlight a topic that you will read more about later. We expect that our Hulu Huddle team, which can be contacted via [support@huluhuddle.com](mailto:support@huluhuddle.com), will be able to resolve any issues you may have as you use the Hulu Huddle. In the unlikely event that an issue between us remains unresolved, please note that **THESE TERMS REQUIRE ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. ALSO, THESE TERMS SET FORTH SPECIFIC REMEDIES AVAILABLE TO YOU. PLEASE SEE SECTIONS 13 AND 16 TO LEARN MORE.**

#### **1. Description of Service and Acceptance of Terms**

Hulu, LLC ("Hulu," "we," or "us") provides the Hulu Huddle website and all information, data, text, software, music, sound, photographs, graphics, video, messages, advertising, links to web sites, or other materials therein (collectively, the "Content"). The services, the Content, and other products, features, tools, materials, software or other services (including third party branded services) offered from time to time by Hulu are referred to collectively as the "Platform". The Platform allows you and other users who have been explicitly invited to become a member of and use the Platform (collectively, "Members"; or individually, "Member" or "you" or "your") to join the Hulu Huddle community and research, analyze and validate the usability and reliability of certain Hulu product and service features (the "Purpose").

By providing any information to become a member of the Platform and/or by registering as a member or participating in and using the Platform, you agree to be bound by these Terms, which incorporate by reference our Privacy Policy available at [hulu.com/privacy](http://hulu.com/privacy) ("Privacy Policy") and any applicable end user license agreement that might accompany an aspect of the Platform. You further certify that: (i) you are over the age of 18 and a resident of the fifty (50) United States, including D.C.; (ii) you have the right and authority to legally bind yourself; and (iii) you or any member of your household do not work for a streaming video service (or comparable company engaged in Internet-based delivery of media content) other than Hulu.

**If you do not accept these Terms or cannot provide these certifications, you must immediately notify Hulu, and you will be ineligible to: (x) complete the survey to participate in the Platform; and (y) access and use the Platform if you are selected to participate.**

#### **2. Changes to These Terms**

We may need to make changes to these Terms from time to time for many reasons. For example, we may need to reflect updates in how the Platform works or changes in the law. If we make a material change to these Terms, we will notify you by posting a notice on the Platform. Material changes to these Terms shall be effective automatically 30 days after they are first posted, or, for users who register or otherwise provide opt-in consent during this 30-day period, at the time of registration or consent, as applicable. You are responsible for regularly reviewing these Terms and any changes made to these Terms. If you do not agree to any part of these Terms, or any future changes made by Hulu, your sole and exclusive remedy is to stop using the Platform. Unless explicitly stated otherwise, any new features or functions that change, augment or enhance the current Platform will be subject to these Terms.

### **3. Access and Use of the Platform**

**3.1 Age Limitations.** The Platform is not intended to be used by children without involvement and approval of a parent or guardian. If you are under the age of 13, you are not permitted to become a Member or provide your personal information to Hulu. If you are at least 13 and under 18 years of age (or under the applicable age of majority in your state or territory of residence), you may become a Member and register with Hulu only if you have the consent of your parent or guardian, including consent to these Terms on your behalf.

**3.2 Your License.** Hulu (and its licensors) are pleased to grant you a non-exclusive, non-transferable limited license to access and use the Platform and Content (as defined below) therein, for personal, non-commercial purposes as set forth in these Terms. Your right to use the Platform is personal to you only. Hulu reserves the right, at any time, in its sole and absolute discretion, to modify, or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. Hulu reserves the right to cancel, suspend or refuse access to the Platform to anyone in its sole and absolute discretion. You will not use the Platform, in whole or in part, for any purpose that is unlawful or prohibited by these Terms or for any commercial purpose. You agree not to modify, rent, lease, loan, reproduce, duplicate, copy, sell, distribute, otherwise exploit, or create derivative works based on the Platform or the Content, in whole or in part, or any Content contained therein.

**3.3 Ownership.** You agree that Hulu owns and retains all rights to the Platform. You further agree that the Content you access and view as part of the Platform is owned or controlled by Hulu and its licensors and partners. The Platform and the Content are protected by copyright, trademark, and other intellectual property laws.

**3.4 Your Responsibilities.** In order for us to keep the Platform safe and available for everyone to use, we all have to follow the same rules of the road. You and other users must use the Platform and Content for lawful, non-commercial, and appropriate purposes only. Your commitment to this principle is critical. You agree to observe the Platform and Content restrictions detailed in these Terms, and further agree that you will not use the Platform or Content in a way that:

- violates the rights of others, including patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary rights;
- uses technology or other means to access, index, frame or link to the Platform (including the Content) that is not authorized by Hulu (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized download, stream capture, linking, framing, reproduction, access to, or distribution of the Platform);
- involves accessing the Platform (including the Content) through any automated means, including "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of the Platform and excluding those

search engines or indices that host, promote, or link primarily to infringing or unauthorized content);

- introduces viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- damages, disables, overburdens, impairs, or gains unauthorized access to the Platform, including Hulu's or its service providers' servers, computer network, or user accounts;
- removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the Platform (including the Content);
- uses the Platform (including the Content) to advertise or promote services that are not expressly approved in advance in writing by Hulu;
- collects information in violation of Hulu's Privacy Policy;
- encourages conduct that would constitute a criminal offense or give rise to civil liability;
- violates these Terms or any guidelines or policies posted by Hulu;
- interferes with any other party's use and enjoyment of the Platform; or
- attempts to do any of the foregoing.

If Hulu determines in its sole discretion that you are violating any of these Terms, we may (i) notify you, and (ii) use technical measures to block or restrict your access or use of the Platform. In either case, you agree to immediately stop accessing or using in any way (or attempting to access or use) the Platform, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use.

**3.13 No Spam/Unsolicited Communications.** You may not use the Platform to harvest information about users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications. You understand that we may employ technical measures to prevent spam or unsolicited bulk or other communications from entering, utilizing, or remaining within our computer or communications networks. If you publish, transmit, submit, Post (as defined in Section 8), or otherwise send spam, advertising, or other unsolicited communications of any kind through the Platform, you acknowledge that you will have caused substantial harm to Hulu and that the amount of such harm would be extremely difficult to measure.

**3.14 Software Downloads.** In order to participate in certain aspects of the Platform or access certain Content, you may be notified that it is necessary to download software or other materials or agree to additional terms and conditions. Unless otherwise provided by these additional terms and conditions, they are hereby incorporated into these Terms.

**3.15 Modification/Suspension/Discontinuation.** We regularly make changes to the Platform. The availability of the Platform and/or the Content, will change from time to time. Hulu reserves the right to replace or remove any part Platform and Content, and to otherwise make changes in how we operate the Platform. We hope not to, but we may change, suspend, or discontinue - temporarily or permanently - some or all of the Platform, with respect to any or all users, at any time without notice. In our continued assessment of the Platform, we may from time to time, with respect to any or all of our users, experiment with or otherwise offer certain features or other elements of the

Platform, including user interfaces and promotional features. You acknowledge that Hulu may do so in Hulu's sole discretion at any time without notice. You also agree that Hulu will not be liable to you for any modification, suspension, or discontinuance of the Platform.

#### **4. Accounts & Registration**

To become a Member of the Platform, you may be required to provide specific registration information, including without limitation, your name and email address. Hulu may use your e-mail address to send you reminders of upcoming activities and sessions on the Platform. As part of the registration process, you may be required to select a user name and password for your account ("Account"). You may not (a) impersonate any other person; (b) use a name subject to the rights of any other person without authorization; or (c) use a user name that Hulu, in its sole discretion, deems inappropriate or offensive. You agree to (x) provide true, accurate, current and complete information as prompted by the Platform's registration process (collectively, the "Registration Data") and (y) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You will maintain a valid email address at all times.

You are solely responsible for maintaining the confidentiality of your user name, password, Registration Data, and Account and for any and all use of your Account by you or any people using the Platform under your user name and password. You agree to immediately notify Hulu of any unauthorized use of your Account or any other breach of security. Hulu will not be liable for any loss or damage arising from your failure to comply with this Section 4. Hulu is not obligated to identify or authenticate any Member who accesses the Platform. Hulu is not responsible for identity theft or other misuse of your Registration Data.

#### **5. Confidentiality and Non-Disclosure**

**YOU ACKNOWLEDGE AND AGREE THAT ALL ASPECTS OF THE PLATFORM, INCLUDING WITHOUT LIMITATION YOUR PARTICIPATION IN THE PLATFORM, YOUR COMMUNICATIONS WITH HULU AND ITS SERVICE PROVIDERS ABOUT THE PLATFORM OR ANY HULU SERVICES AND PRODUCTS, THE RESULTS OF YOUR EVALUATION, OPERATION, AND TESTING OF ANY NEW OR IMPROVED HULU SERVICES AND PRODUCTS, YOUR FEEDBACK, AND ALL INFORMATION AND MATERIALS DISCLOSED TO YOU BY HULU OR ITS SERVICE PROVIDERS IN CONNECTION WITH THE PLATFORM, ARE AND WILL REMAIN THE CONFIDENTIAL INFORMATION OF HULU. CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO, ALL NON-PUBLIC DOCUMENTS, DESIGNS, TECHNIQUES, SPECIFICATIONS, PRODUCT/FEATURE PLANS, STRATEGIC INFORMATION, EXISTING OR PROSPECTIVE BUSINESS PLANS, EXISTING OR PROSPECTIVE PRODUCT STUDY OR PILOT TEST OBJECTIVES AND/OR RESULTS, AND OTHER INFORMATION RELATED TO THE PLATFORM AND ANY HULU SERVICES AND PRODUCTS.**

**Your Obligations Regarding Confidential Information.** All Confidential Information remains the sole property of Hulu, and you have no implied licenses or rights in the Confidential Information not specified in these Terms. To that end, you agree to maintain the Confidential Information in strict confidence and use Confidential Information only for the Purpose. You further agree that you: (i) will not share or discuss Confidential Information with any third parties, including by posting on any social media or other public platforms (i.e., Twitter, Facebook, Instagram, message boards, blogs, etc.), with the exception of posting within the designated areas of the Platform or as otherwise designated by Hulu; and (ii) will use all reasonable efforts to prevent the unauthorized use, dissemination or publication of Confidential Information. You acknowledge that damages for improper disclosure of Confidential Information may be irreparable; therefore, in the event of any breach of the provisions of these Terms with respect to Confidential Information, Hulu shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.

#### **6. Term; Termination**

These Terms, and any revisions to these Terms, shall remain in full force and effect while you are a Member on the Platform. You may terminate your membership at any time, for any reason, by emailing us at [support@huluheuddle.com](mailto:support@huluheuddle.com). You understand and agree that the termination of your membership is your sole right and remedy with respect to any dispute with Hulu.

Hulu may terminate or suspend your membership at any time, for any or no reason, with or without prior notice or explanation, and without liability. Following termination of your membership on the Platform, you must keep all information disclosed or discovered as part of this Platform confidential and Hulu will be free to use any information you have provided up to the date of your withdrawal. Even after a membership is terminated, these entire Terms will remain in effect, including the confidentiality obligations contained in Section 5 above.

## **7. Collection and Use of Personal Information**

For information about Hulu's policies and practices regarding the collection and use of your information, please read Hulu's Privacy Policy available at [hulu.com/privacy](http://hulu.com/privacy). The Privacy Policy is incorporated by reference and made part of these Terms. Thus, by agreeing to these Terms, you agree that your Registration Data and use of the Platform are subject to the Hulu Privacy Policy in effect at the time of your use.

If there is a conflict between the Hulu Privacy Policy and these Terms of Use, these Terms of Use will prevail. To the maximum extent permitted under law, Hulu disclaims any and all liability of any kind for any unauthorized access to or use of your personally identifiable information.

## **8. User Reviews, Comments and other Materials**

**8.1 Your Posts.** As part of the Platform, users may have an opportunity to publish, transmit, submit, or otherwise post (collectively, "Post") reviews, Feedback (as defined herein), or other materials (collectively, "User Material"). In order to keep the Platform enjoyable for all of our users, you must adhere to the rules below.

Please choose carefully the User Material that you Post. Please limit yourself to User Material directly relevant to the Platform. Moreover, you must not Post User Material that: (i) contains any infringing or unauthorized content; or (ii) improperly claims the identity of another person. Please note that if you Post User Material on the Platform using a third party service, such as a social network or email provider, your first and last name or other user ID may appear to the public each time you Post. We advise that you do not, and you should also be careful if you decide to, Post additional personal information, such as your email address, telephone number, or street address.

You must be, or have first obtained permission from, the rightful owner of any User Material you Post. By submitting User Material, you represent and warrant that you own the User Material or otherwise have the right to grant Hulu the license provided below. You also represent and warrant that the Posting of your User Material does not violate any right of any party, including privacy rights, publicity rights, and intellectual property rights. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your Posting User Material. Hulu will remove all User Material if we are properly notified that such User Material infringes on another person's rights. You acknowledge that Hulu does not guarantee any confidentiality with respect to any User Material.

By Posting User Material, you are not forfeiting any ownership rights in such material to Hulu. After Posting your User Material, you continue to retain all of the same ownership rights you had prior to Posting. By Posting your User Material, you grant Hulu a limited license to use, display, reproduce, distribute, modify, delete from, add to, prepare derivative works of, publicly perform, and publish such User Material through the Platform and on other platforms and services worldwide, including on or through any Access Point, in perpetuity, in any media formats and any media channels now known or hereinafter created. The license you grant to Hulu is non-exclusive (meaning you are not prohibited by us from licensing your User Material to anyone else in addition to Hulu), fully-paid, royalty-free (meaning that Hulu is not required to pay you for the use of your User Material), and sublicensable (so that Hulu is able to use its affiliates, subcontractors, and other partners, such as internet content delivery networks, to provide the Platform). By Posting your User Material, you also hereby grant each user of the Platform a non-exclusive, limited license to access your User Material, and to use, display, reproduce, distribute, and perform such User Material as permitted through the functionality of the Platform and under these Terms.

**8.2 Third Party Posts.** Despite these restrictions, please be aware that some material provided by users may be objectionable, unlawful, inaccurate, or inappropriate. Hulu does not endorse any User Material, and User Material that is Posted does not reflect the opinions or policies of Hulu. We reserve the right, but have no obligation, to

monitor User Material and to restrict or remove User Material that we determine, in our sole discretion, is inappropriate or for any other business reason, as permitted by law. In no event does Hulu assume any responsibility or liability whatsoever for any User Material, and you agree to waive any legal or equitable rights or remedies you may have against Hulu with respect to such User Material. You can help us tremendously by notifying us of any inappropriate User Material you find by emailing [support@huluhoodle.com](mailto:support@huluhoodle.com) (subject line: "Inappropriate User Material").

#### **9. Hulu's Proprietary Rights**

Hulu, the Hulu logo, and other Hulu marks, graphics, logos, scripts, and sounds are trademarks of Hulu. None of Hulu's trademarks may be copied, downloaded, or otherwise exploited.

As between Hulu and you, all right, title and interest in and to the Platform and any Content (including any intellectual property rights to the Platform and the Content) will remain the sole property of Hulu. You may not copy, download, use, or incorporate any of the Content on the Platform, including any marks, graphics, logos, scripts, and sounds, into any other work, including your own site, or otherwise exploit such Content in any other public or commercial manner.

#### **10. Third Party Destinations**

If we provide links or pointers to other websites or destinations, you should not infer or assume that Hulu operates, controls, or is otherwise connected with these other websites or destinations. When you click on a link within the Platform, we will not warn you that you have left the Platform and are subject to the terms and conditions (including privacy policies) of another website or destination. In some cases, it may be less obvious than others that you have left the Platform and reached another website or destination. Please be careful to read the terms of use and privacy policy of any other website or destination before you provide any information or engage in any transactions. These Terms do not govern your use of another website or destination.

Hulu is not responsible for the content or practices of any website or destination other than the Platform, even if it links to the Platform and even if the website or destination is operated by a company affiliated or otherwise connected with Hulu. By using the Platform, you acknowledge and agree that Hulu is not responsible or liable to you for any content or other materials hosted and served from any website or destination other than the Platform.

#### **11. Unsolicited Submissions**

It is Hulu's policy not to accept unsolicited submissions, including scripts, story lines, articles, fan fiction, characters, drawings, information, suggestions, ideas, or concepts. Hulu's policy is to delete any such submission without reading it. Therefore, any similarity between an unsolicited submission and any elements in any Hulu creative work, including a film, series, story, title, or concept, would be purely coincidental.

#### **12. No Compensation or Employment**

You acknowledge that your membership and participation on the Platform is on a purely voluntary basis, in consideration of the opportunity to assist Hulu with the Purpose. Hulu makes no guarantee or representation as to whether your comments, feedback, suggestions and other information regarding the Platform or any Hulu products or services ("Feedback") will be used, and you understand and acknowledge that Hulu is not obligated to compensate you for your membership and participation on the Platform. Furthermore, you acknowledge and agree that nothing in these Terms or in your voluntary submission of feedback creates any employment relationship between you and Hulu.

#### **13. Disclaimer of Warranties, Limitation of Liability and Indemnity**

WHILE WE DO OUR BEST TO PROVIDE THE OPTIMAL PERFORMANCE OF THE PLATFORM, YOU AGREE THAT USE OF THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, INCLUDING THE CONTENT, THE FEATURES, MEMBER

CONTENT, AND ANY OTHER MATERIALS CONTAINED ON OR PROVIDED THROUGH THE PLATFORM, ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, HULU DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY OR NONINFRINGEMENT; OR THAT THE PLATFORM WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE, OR RELIABLE.

IN NO EVENT SHALL HULU, OR ITS AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS (INCLUDING CONTENT PARTNERS OR SERVICE PROVIDERS) (COLLECTIVELY, THE "HULU PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE PLATFORM (INCLUDING ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN, OBTAINED ON, OR PROVIDED THROUGH THE PLATFORM), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE HULU PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO USE OF THE PLATFORM OR THESE TERMS EXCEED \$50.00 (WHICHEVER IS LESS).

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE HULU PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OR YOUR USE OF THE PLATFORM (INCLUDING YOUR USE OF THE CONTENT). HULU RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO EMPLOY SEPARATE COUNSEL AND ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

#### **14. Promotions & Rewards**

**14.1 Promotions.** If Hulu offers a sweepstakes, skill-based contest, or similar promotion to Members (each, a "Promotion"), the terms and conditions of this Section 14 (in addition to the other sections of these Terms) will apply unless another set of official rules or additional terms are made available in connection with a specific Promotion. If you choose to participate in any Promotion, you agree that your participation will be subject to these Terms or the applicable official rules or additional terms made available to you. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

**General.** (a) Eligible Members can participate in a Promotion by following the instructions in a notification from Hulu about a Promotion ("Solicitation"). Specific methods of entry and prize details will be set forth in the Solicitation. Hulu's decisions will be final and at Hulu's sole discretion for all matters relating to a Promotion, including, without limitation, determination of winner(s), distribution of prize(s), and resolution of any discrepancies in and interpretation of these Terms, the Solicitation, or other Promotion-related materials or instructions issued by Hulu (the "Promotion Documents"). If the winner or a potential winner does not comply with any portion of the Promotion Documents OR if Hulu determines at any time that the winner or potential winner is disqualified or ineligible, any prize may be forfeited and another winner may be selected by Hulu.

**Eligibility.** To be eligible, at the time of the Solicitation, you must (i) be a legal resident of and residing in any one (1) of the fifty (50) U.S. states or the District of Columbia; (ii) be a Member of the Platform; and (iii) meet any additional eligibility requirements in the Solicitation. Employees of Hulu, its parent, divisions, affiliates, subsidiaries, service providers, advertising agencies or promotional partners associated with the Promotion, and relatives (spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) of and those living in the same household as such employees are not eligible to enter or win a prize.

**Prizes.** A potential winner may be required to respond to requests sent to him/her by Hulu regarding a Promotion, including, without limitation, tax forms, an affidavit of eligibility and liability/publicity releases (unless prohibited by law), both of which may require the provision of a Social Security number. If any prize, prize notification, entry or any other Promotion-related communication is rejected, faulty or returned as undeliverable, or if a winner cannot be reached after a reasonable attempt has been made by Hulu, that winner may be disqualified and an alternate winner may be selected. Hulu reserves the right to distribute awards to Members from time to time without prior notice or sending a Solicitation. Any difference between the actual value of the prize and the approximate retail value stated in the Promotion Documents will not be awarded. If legitimately claimed, the prize will be awarded. All taxes (federal, state and local) and other expenses not specified as part of a prize are the sole responsibility of the winner. No transfers, prize substitutions or cash redemptions will be made, except at Hulu's sole discretion. Hulu reserves the right to substitute a prize with another prize of equal or greater value for any reason. WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Hulu is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in participant's e-mail account to receive e-mail messages.

**Miscellaneous.** By participating in a Promotion (except where prohibited by law), participants consent to the use of their names, likenesses, voices and data, in advertising, promotion and marketing materials throughout the world by the Hulu, without additional compensation or approval. All participants, as a condition of entry, agree to be bound by these Terms and the decisions of Hulu. If a Promotion is not capable of running as planned for any reason, Hulu reserves the right to cancel, modify or suspend a Promotion. Any participant who supplies false information, obtains entries by fraudulent means or is otherwise determined to be in violation of the Promotion Documents will forfeit any prize won. In the event of a dispute concerning who submitted an entry, the entry will be declared to have been made by the authorized Member account holder at the time of entry, but only if that person meets all other eligibility criteria as determined by Hulu. If a dispute cannot be resolved to Hulu's satisfaction, the entry will be deemed ineligible. Furthermore, each participant understands and acknowledges that participating sponsoring entities have wide access to ideas, stories, designs and other literary materials. Each participant also acknowledges that many ideas or stories may be competitive with, similar to, or identical to his/her material and/or each other in theme, idea, plot, format or other respects. Each participant acknowledges and agrees that he or she will not be entitled to any compensation as a result of sponsoring entities' use of any such similar or identical material that has or may come to the sponsoring entities from other sources. Each participant acknowledges and agrees that the sponsoring entities do not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of the participant's copyright in and to his/her material. Each participant acknowledges that, with respect to any claim by participant relating to or arising out of sponsoring entities' or their agents', assigns' or licensees' actual or alleged exploitation or use of any material, the damage, if any, thereby caused to the applicable participant will not be irreparable or otherwise sufficient to entitle such participant to seek or obtain injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of any production based on or allegedly based on the material, and participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.



**14.2 Rewards.** In Hulu’s sole discretion, you may from time to time be offered a reward for your participation in certain features or activities on the Platform (a “Reward”). Rewards may consist of merchandise, Hulu or third party gift cards, pre-paid cards or other items. To the extent that you are explicitly offered and receive any such Rewards, any redemption and/or use of a Reward may be subject to additional terms and conditions, including the Hulu Gift Card Terms and Conditions available at [hulu.com/start/gifting\\_terms](https://www.hulu.com/start/gifting_terms), or certain third party terms and conditions made available when you receive a Reward.

**15. Notice and Procedure for Claims of Copyright Infringement**

If you believe that any Content or other material provided through the Platform, including through a link, infringes your copyright, you should notify Hulu of your infringement claim in accordance with the procedure set forth below. We will process each notice of alleged infringement that Hulu receives and take appropriate action in accordance with applicable intellectual property laws. A notification of claimed copyright infringement should be emailed to Hulu’s copyright agent at [dmca@hulu.com](mailto:dmca@hulu.com) (subject line: “DMCA Takedown Request”). You may also contact us by mail or facsimile at:

Attention: Copyright Agent  
Hulu, LLC  
2500 Broadway, 2nd Floor  
Santa Monica, CA 90404  
Facsimile: (310) 496-0582

To be effective, the notification must be in writing and contain the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Platform that is reasonably sufficient to enable Hulu to identify and locate the material; (iv) how Hulu can contact you, such as your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material. Emails sent to [dmca@hulu.com](mailto:dmca@hulu.com) for purposes other than communication about copyright infringement may not be answered. Hulu has a policy of terminating repeat infringers in appropriate circumstances.

**16. Choice of Law; Venue; ARBITRATION OF CLAIMS**

**PLEASE READ THIS CAREFULLY. WE WANT YOU TO KNOW HOW IT AFFECTS YOUR RIGHTS.**

If you have an issue with the Platform, we encourage you to email us at [support@hulu.com](mailto:support@hulu.com). In the event there is an issue that still requires attention, we want to make the resolution process as quick and efficient as possible. We also want to specify now what each of us should expect in order to avoid any confusion later. To that end, you and Hulu agree to first discuss any issue informally for at least 60 days. To do that, please send your full name and contact information, your concern and your proposed solution by mail to us at: Hulu, LLC, 2500 Broadway, 2nd Floor, Santa Monica, CA 90404 - Attn: Legal Department. If we would like to discuss an issue with you, we will contact you using the email address you provided when you registered for Hulu.

If we do not reach an agreed upon solution after our discussions for at least 60 days, you and Hulu agree that any and all claims that either of us may have arising out of or relating to: (i) these Terms (including formation, performance, or breach of them, and including the scope and enforceability of this arbitration provision); (ii) the Privacy Policy, which is incorporated in these Terms; (iii) any aspect of our relationship with each other; and (iv) use of the Platform, must be resolved in accordance with Section 13 (Arbitration of Claims) of Hulu’s Terms of Use: located here <https://www.hulu.com/terms#section13> or such successor link.

**17. Limitation of Time to Bring a Claim**

To help resolve any issues between us promptly, you and Hulu agree to bring any claim arising out of or relating to these Terms (including the Privacy Policy), our relationship, or the use of the Platform within one year after a claim arises; otherwise, the claim is waived. This limitation applies regardless of the venue in which such claim is or could otherwise be asserted.

**18. General Information**

**18.1 International Use.** We are a company based in the United States. That said, we are limited by the rights that our content programmers grant to us. Using technologies to access the Platform from territories where Hulu does not have rights or that are not permitted by the terms of your subscription is prohibited.

**18.2 Export Controls.** Software and the transmission of applicable technical data, if any, in connection with the Platform are subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you reside.

**18.3 Choice of Law and Forum.** These Terms are governed by, and construed in accordance with, the laws of the State of California without giving effect to principles of conflicts of law. To the extent that the arbitration provision

outlined in Section 16 is not applicable (e.g., when confirming an arbitration award), you and Hulu agree to submit to the exclusive jurisdiction of the courts located in the Los Angeles County of the State of California.

**18.4 No Injunctive Relief.** You agree not to seek, and you acknowledge and agree that you are not entitled to, rescission of these Terms or any part of these Terms or any injunctive or other equitable relief for any reason, including, without limitation, an injunction that would restrain the operation of the Platform, the exploitation of any advertising or other materials on the Platform, or the exploitation of the Platform or any Content displayed on the Platform.

**18.5 No Waiver/Reliance.** If you see other parties violating these Terms, we would appreciate it if you would let us know at [huluhuddle@hulu.com](mailto:huluhuddle@hulu.com) (subject line: "**Hulu Huddle** TOU Violation"). Precisely how Hulu responds to a party that is violating these Terms will be determined after carefully analyzing all of the facts and circumstances of a particular case. You may not rely upon Hulu's precise response with respect to one party or one situation as any indication of what Hulu might do with respect to another party or another situation, even if the parties or situations appear to you to be similar. Similarly, if we fail to act in response to a violation of these Terms, you should not assume that we do not object to the violation or even that we are aware of it. In addition, you may not construe a waiver of any provision of these Terms with respect to any party as a waiver of that provision (or any other provision) with respect to either that party or any other party. Further, Hulu's decision to delay exercising or enforcing any right or remedy under these Terms shall not constitute a waiver of such right or remedy. Even if Hulu acts in a way that appears to you to be inconsistent with these Terms, Hulu's action shall not be deemed a waiver or constructive amendment of these Terms.

**18.6 Integration, Amendment, Severability, and Electronic Communications.** Please note that these Terms, including Hulu's Privacy Policy which is incorporated in these Terms and any end user license agreement that might accompany the applicable Platform, constitute the entire legal agreement between you and Hulu and govern your use of the Platform (including your use of the Content) (but excludes any services, if any, that Hulu may provide to you under a separate signed written agreement), and completely replaces any prior agreements between you and Hulu in relation to the Platform. These Terms operate to the fullest extent permissible by law. If any provision of these Terms is held to be unlawful, void, or unenforceable, you and we agree that the provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

From time to time, we may communicate with you about your Account, the Platform and these Terms electronically (e.g., emails to your registered email address or notices on the Platform). You consent to receive electronic communications from Hulu and further agree that any notices, agreements, disclosures, and other communications that we send to you electronically will satisfy any applicable legal notification requirements. We recommend that you keep a copy of any electronic communications we send to you for your records.

Thank you for taking the time to read these Terms. By understanding and agreeing to follow these Terms, the experience will be better for all users. It is our goal to provide you with a first class user experience, so if you have any questions or comments about these Terms, please contact us at [huluhuddle@hulu.com](mailto:huluhuddle@hulu.com). Enjoy the Platform!