

Official Rules and Agreement for Captured on Camera Contest

BY SUBMITTING AN ENTRY INTO THE CONTEST, ENTRANT AGREES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO ABIDE BY THIS AGREEMENT.

- 1. Overview.** These are the Official Rules and Agreement (the "Agreement") for the Captured on Camera Contest (the "Contest"). Dahua Technology USA Inc. ("Dahua"), a California corporation with its principal office at 23 Hubble, Irvine, CA 92618, is the sponsor of the Contest. The Contest is open only to members of Dahua's All-Star Partner Program based in the United States (each, a "Dealer"). Only one Contest entry (an "Entry") is permitted per Dealer. Each Dealer submitting an Entry into the Contest is referred to hereinafter as the "Entrant". Each Entry consists of a submitted video (the "Video Submission"), contact information for the Entrant, certain other required detail about the Video Submission and the Entrant, and all required third-party consents, assignments, and releases. **All Video Submissions become the sole property of Dahua.** There is no cost to enter the Contest. The person submitting the Entry on behalf of Entrant ("Representative") represents and warrants to Dahua that such person has been duly authorized by Entrant to make such submission. Dahua's decisions regarding all Contest matters are made in Dahua's sole and absolute discretion and are final and non-appealable. All Entries are subject to the terms of this Agreement. The Contest is subject to all applicable United States federal, state, and local laws and regulations. The Contest is void where prohibited or restricted by law.
- 2. Contest Categories.** The Contest is designed to select a winner and first and second runners-up among all Video Submissions in each of four Contest categories: (1) Daytime HDCVI camera video, (2) Nighttime HDCVI camera video, (3) Daytime IP camera video, and (4) Nighttime IP camera video.
- 3. Entries.** Video Submissions must be between five and thirty seconds in duration and filmed using a Dahua video surveillance camera ("Dahua Cameras") purchased on or after January 1, 2017. To enter the Contest, Entrant must complete the on-line entry form at <http://us.dahuasecurity.com/partners/captured-on-camera/>. Entrant must upload a qualifying Video Submission that is in MP4 format, 720p or greater resolution, and no more than 500MBs in size. Entrant must additionally provide: (i) the first and last names of its Representative, (ii) Entrant's Company name, (iii) Representative's email address, (iv) the Contest category into which the Video Submission is being submitted, (v) the model number of the Dahua camera used to film the Video Submission, (vi) Entrant's favorite feature of that Dahua camera, (vii) a description of the Video Submission and what makes it a winner, and (viii) all required consents, assignments, and releases. Items (ii), (iv), (v), (vi) and (vii) above are referred to in this Agreement as the "Entry Details". Only Entries received prior to 11:59 p.m. PDT on March 31, 2018 are eligible to participate in the Contest. Video Submissions and Entry Details may not include any defamatory, discriminatory, vilifying, sexist, racist, abusive, obscene, infringing, or otherwise inappropriate or offensive content. Dahua reserves the right, in its sole discretion, (i) to disallow or disqualify any Entries from the Contest for failure to adhere to these requirements or otherwise and (ii) to edit and/or alter any Video Submissions.

4. Voting; Selection of Winners. Dahua will post each qualifying Video Submission to a Contest webpage together with some or all of the Entry Details. Visitors to the Contest webpage will be able to vote on their favorite qualifying Video Submission in each Contest category during the period of April 9, 2018 to April 20, 2018. Voting will be limited to one (1) vote per Contest Category from any single computer. The Video Submission in each Contest Category receiving the most votes will be deemed the winner of that Contest category. Dahua will resolve any ties in a manner that it deems appropriate, in its sole discretion. Dahua reserves the right, in its sole discretion, to change voting eligibility and procedures at any time and for any reason. Dahua will announce the winner and first and second runners-up for each Contest category on or about May 1, 2018.
5. Awards. The top prize for the winner in each Contest category is a Dahua PFM906 integrated mount tester, valued at \$1,296.00, and an assortment of Dahua swag. The first and second runners-up in each Contest category will receive an assortment of Dahua swag. Awards may be subject to tax, which shall be the responsibility of Entrant. Awards will be shipped on or about May 15, 2018.
6. Rights Grant. Entrant hereby irrevocably grants its entire right, title and interest in the Video Submission to Dahua. Entrant additionally hereby irrevocably permits, authorizes, grants and licenses Dahua and its affiliates, successors and assigns, and their respective licensees, advertising agencies, promotion agencies and fulfillment agencies, and the employees, officers, directors and agents of each and all of them ("Authorized Persons"), the rights to display, publicly perform, exhibit, transmit, broadcast, exploit, and otherwise use the Entry Details in connection with the Video Submission, or its display, public performance, exhibition, transmission, broadcast, exploitation, or other use in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging and promotion of Dahua and its affiliates and their businesses, products and services, without further consent from or royalty, payment, or other compensation to Entrant.

To the fullest extent permitted by applicable law, Entrant hereby (i) irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, and public disclosure of private facts), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the display, public performance, exhibition, transmission, broadcast, exploitation, and use of the Video Submission and/or the Entry Details, and whether resulting in whole or in part by the negligence of Dahua or any other person; (ii) covenant not to make or bring any such Claim against any Authorized Persons; and (iii) forever release and discharge the Authorized Persons from liability under such Claims. Entrant understands that Dahua is relying on this Agreement and will incur significant expense in reliance on this

Agreement, and Entrant agrees that this Agreement cannot be terminated, rescinded, or modified, in whole or in part.

Entrant represents and warrants to Dahua that Entrant has full right, power, and authority to enter into this Agreement and grant the rights hereunder. Entrant further represents and warrants to Dahua that Entrant will provide only true and correct statements and other information in connection with this Agreement, and the Authorized Persons' use of the Video Submission and/or the Entry Details and the rights and license granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith.

7. Assignment from Video Submission Owner. If Entrant is not the owner of the Video Submission, Entrant must obtain from the owner a signed Assignment Agreement and upload a copy to Dahua as part of its Entry. The Assignment Agreement can be found here: <http://us.dahuasecurity.com/partners/captured-on-camera/>.
8. Appearance Releases. To the extent any person appears in Entrant's Video Submission, Entrant must obtain a signed Appearance Release from all such persons and upload copies to Dahua as part of its Entry. The Publicity Release Form can be found here: <http://us.dahuasecurity.com/partners/captured-on-camera/>.
9. Indemnification. Entrant agrees to defend, indemnify, and hold harmless all Authorized Persons from any and all third-party claims, demands, costs, damages, settlements and liabilities (including all reasonable attorneys' fees and court costs) of any kind whatsoever, directly and to the extent arising out of any allegation that the Authorized Persons' use of the Video Submission and Entry Details and the rights and license granted hereunder (i) violates any right (including without limitation ownership, copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflicts with or violates any contract with or commitment made to, any person or entity, or (ii) requires consent, authorization, or assignment from, or any payment to, any third party. Entrant shall not, without the prior written consent of Dahua, agree to any settlement of any such claim that does not include a complete release of Dahua from all liability with respect thereto or that imposes any liability, obligation or restriction on Dahua. Dahua may participate in the defense of any such claim through its own counsel and at its own expense.
10. Limitations of Liability. Dahua disclaims all responsibility for: (i) any incorrect/inaccurate information, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (ii) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) unauthorized human interference in any part of the entry process or the Contest; or (iv) printing, typographical, technical, computer, network, or human error which may occur in the administration of the Contest, the uploading or the processing of Video Submissions or the Entry Details, votes or the tabulating of votes, the

announcement of awards, or in any Contest-related materials. Dahua is not responsible for misdirected or undeliverable Entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections, or failed, incomplete, garbled, or delayed computer transmission or any combination thereof. Dahua is not responsible for any unauthorized third-party use of any Video Submission or Entry Details. In no event shall Dahua's total liability to Entrant exceed \$1.

11. Disputes. Entrant agrees that this Agreement and the rights and obligations of the Entrant and Dahua in connection with the Contest shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Orange County, California, and Entrant hereby irrevocably consent to the exclusive jurisdiction of such courts.