

Memo

To: Mary MacMichael

From: Dr. Monique Stowman-Burke

Date: 12/1/2022

Re: Nickelodeon

Nickelodeon chooses just a handful of high school football players/programs throughout the country to highlight each year during NFL Slimetime segment. During the airing of this segment, Nickelodeon will showcase our school and one of our best Student-Athletes, Amari Sabb, in a very positive light. This is an opportunity for our football program, school, and district to be put on a national level positively.

New Games Productions Inc.
1515 Broadway
New York, NY 10036

As of September 30, 2022

Glassboro High School
550 Joseph Bowe Blvd.
Glassboro, NJ 08028
Attention: _____

Re: NFL SLIMETIME – S2 – “WEDNESDAY NIGHT LIGHTS” SEGMENT

Dear _____:

Please permit this letter to confirm the agreement between New Games Productions Inc. (“Producer”) and Glassboro High School (the “School”) to have students and football players from the School appear in a Kellogg Company sponsored segment currently entitled “Wednesday Night Lights” (the “Segment”) integrated into Producer’s program currently entitled “NFL Slimetime” (the “Project”), which Segment is tentatively scheduled to be taped at the School on October 21-22, 2022 in accordance with the following terms:

1. The School will provide access to a Producer-requested number of student football players, coaches, and associated personnel from the School to film scheduled practices and/or football games (the “Performance”), which Performance shall be integrated into the Segment and the Project.
2. The participation of each student is expressly made subject to the execution and receipt of an appearance release in the form attached hereto as Exhibit “A” and the School agrees that it will provide an executed release for each participant.
3. The School hereby irrevocably grants to Producer, and its parent, affiliated companies, successors, assigns and licensees, (collectively, the “Producer Parties”) the right to use its name, uniform, trademarks, tradenames, logos or other intellectual property associated with both the School and the football team incorporated into the Performance including, but not limited to, the right to photograph, videotape, record, reproduce, mention, refer to, permit others to mention and/or refer to, edit, modify, add to and otherwise exploit and/or use, and permit others to do any or all of the foregoing, alone and/or in combination with other materials and/or elements, names, products, trademarks, tradenames, logos, photographs, copyrighted material and/or other material(s) and any and all elements contained therein (collectively, the “Material[s]”), for use in any manner (including, without limitation, as photographs, artwork, props, set dressing and/or wardrobe) solely in and in connection with the production, distribution, exhibition, exploitation, advertising, marketing and promotion, and any related or derivative versions or uses of the Segment and the Project (and for no other purpose), in any and all media now known or hereafter devised throughout the universe in perpetuity.

The rights granted herein include the right to use excerpts or stills from the Segment and the Project which may contain all or any portion of the Material(s) in any other television, theatrical or other motion picture, publication or recording. The undersigned acknowledges that this agreement shall not put the Producer Parties in a more restricted position than a member of the general public with respect to any rights in the Material(s).

4. The School represents and warrants that: (i) it has the full right and authority, either as owner or as agent of the owner, to grant the rights granted in this agreement; (ii) the Material(s) are free and clear of any liens or other third party claims; (iii) any such use as authorized herein will not give rise to any claims of infringement, invasion of privacy or publicity, claims for payment of any monies such as re-use fees or residuals, or any other claims; and (iv) no third party permissions or licenses are required in connection with this agreement and/or any such

use. Producer agrees to indemnify, defend and hold the School, its successors, licensees and assigns harmless from and against any claims, damages or expenses (including reasonable costs and outside attorney's fees) arising out of a breach or alleged breach of this agreement by Producer.

5. The undersigned acknowledges that none of the Producer Parties have any obligation to use the Material(s), or any portion thereof, in or in connection with the Project, and that each Producer Party may use such Material(s), or any portion thereof, in its sole discretion. The School further acknowledges that any use of the Material(s) in the Project does not constitute and shall not be considered an endorsement of the Material(s) or the School by any Producer Party.
6. The undersigned acknowledges that they may obtain and/or be provided with knowledge and/or information (and/or access to knowledge and/or information) that is of a secret, confidential or proprietary nature, including without limitation: (i) all information regarding the Project, including, without limitation, information relating to the Segment and Project prior to public disclosure thereof by Producer (e.g. the names of individuals associated with the Project and all other elements relating to production of the Segment and Project); and (ii) all information regarding the business of Producer and their affiliates, licensees, successors and assigns, including, without limitation, the operations, programming, production, trade practices and other activities, of any of the foregoing (together "Confidential Information"). The School agrees not to disclose any Confidential Information to any person or entity or make any use of any Confidential Information without the express written consent of Producer, unless required to do so by law.
7. In consideration of the rights granted and services provided by the School, Producer will make a donation to the School in the amount of Five Thousand Dollars (\$5,000), payable thirty (30) days from the completion of the Performance. Producer will have no obligation to pay the School any additional sums or reimburse the School for any expenses incurred in connection with the Performance or any of the rights granted hereunder.
8. In no event shall the School have the right to enjoin the development, production, distribution, or exploitation of the Project, and the School hereby waives any right to equitable or injunctive relief in the event of any breach, termination or cancellation of this agreement. This agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, written or oral, with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the School and Producer. Producer may transfer and assign this agreement or all or any of its rights or privileges hereunder to any Paramount Global parent, subsidiary, affiliate or individual, without restriction. This agreement shall be binding on all of the School's successors-in-interest and heirs. The laws of the state of the place of performance with respect to the School's activities hereunder shall govern this agreement, its validity, construction and effect, and the parties hereto agree to submit to jurisdiction in such state.

If the foregoing is acceptable to the School, please arrange for signature where indicated below.

Sincerely,

NEW GAMES PRODUCTIONS INC.

ACCEPTED AND AGREED TO:

GLASSBORO HIGH SCHOOL

BY: _____

ITS: _____

EXHIBIT "A"

Project Name: NFL Slimetime - S2

Tape Date(s): _____

RELEASE AND AUTHORIZATION

(DO NOT SIGN RELEASE UNTIL YOU HAVE READ IT)

This release and authorization is intended both to inform you and request permission for your child's photo/image and personally identifiable information to be published by New Games Productions, Inc. in their recordings.

As you are aware, there are potential dangers associated with the publishing of personally identifiable information on the internet or cable network television since you cannot control who may access such information. The law requires your permission be given to use this information about your child.

Pursuant to law, your child's personally identifiable information will not be released without prior written consent from you as a parent or guardian. Personally identifiable information includes student names, photo or image, residential address, email address, and phone numbers.

In order for your child to participate in the Project, NFL Slimetime – S2, produced by New Game Productions, Inc., you must agree to provide the following release and authorization:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby irrevocably grant to New Games Productions Inc., its successors, licensees and assignees (including, without limitation, event and program sponsors, advertisers, and marketing partners, including, without limitation, the National Football League, the Kellogg company and Kellogg's Frosted Flakes) (hereinafter "Producer," "you", "your"), the right to record, depict, portray and/or use in any manner you desire, and grant to others the right to record, depict, portray and/or use in any manner desired, my name, actual or simulated likeness, photograph, voice, sound effects, actions, etc., with full agreement that Producer is the sole owner of all the results and proceeds of such photography and recordings (the "Recordings"). I hereby also grant you the right to utilize any photographs, footage, materials and/or information I have provided or may provide, or Producer has received or will receive from other sources about me which, together with the Recordings, are collectively referred to herein as the "Material." The Material shall also include, without limitation, any and all material that I may create (or participate in the creation of) in connection with the Project at any time, including, without limitation, any musical compositions, video diaries, vlogs, blogs, webisodes, e-mails, text/picture messages, any photographs taken and other recordings made by me in connection with the Project and I hereby irrevocably consent to Producer's use (and right to license or otherwise authorize use) of my name, likeness, voice, or other sound effects in connection with the use of the Material in and in connection with the production, exhibition, advertising, promotion and other exploitation of the production currently entitled "NFL Slimetime" and/or any other program, production, or event (collectively, the "Production"), as well as for advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Project and/or any other works based upon the Project, all allied ancillary and subsidiary rights therein and thereto, or any other use of the Project, as well as in or in connection with promotional materials for the network on which the Project is exhibited (the "Network"), its programming services, affiliates and sponsors, other Network programs and for the institutional purposes of the cable industry generally, in all media now known or hereafter devised in all languages, formats and media, now known and hereafter devised (including, without limitation, linear, digital, streaming, and social broadcast), in any manner, throughout the universe in perpetuity.

I represent and warrant that I have obtained, at no cost to you, all of the rights, clearances and releases necessary for Producer to exploit the Materials in and in connection with the Project or otherwise. I represent that any statements or materials provided or performed by me in connection with the Production will not infringe on or violate any third party's rights and I agree that I shall be entitled to no additional consideration as a result of the exercise of the rights granted herein. I further acknowledge that Producer shall have no obligation to produce the Production or use the results and proceeds of my services herein. I acknowledge and agree that the Production may contain information, statements, or representations (collectively "Information") relating to me which may be summarized, edited, or modified in any manner. I voluntarily agree to participate in the Production with full knowledge of the foregoing and freely and voluntarily assume all risk associated therewith. I hereby release Producer, its successors, licensees and assignees, from any and all claims arising out of or related in any way to my participation hereunder and from the exercise of any of the rights granted to Producer above. In no event shall I have any right to seek or obtain injunctive or other equitable relief with respect to any of the rights granted to Producer hereunder and I waive any right of inspection or approval of the Materials or the

uses to which the Materials may be put and the right to assert any claims relating thereto.

I also acknowledge that I am volunteering to engage in the following pre-scheduled activity(ies) (the "Activity"), which may be videotaped and used in connection with the Project: playing football, including (without limitation) participating in practice drills and other related activities. I acknowledge, understand, and agree that engaging in the activity(ies) may cause me to be exposed to extreme, hazardous, and unnatural circumstances, and the risk of injury from such activity(ies) is significant, including without limitation the potential for harm, loss, physical and mental injury, emotional distress, death, disability, disfigurement, physical and mental illness, and loss or damage to person or property. I knowingly, voluntarily, and freely assume all such risks, known OR unknown, even if arising from negligence of the persons released from liability below, and will assume full responsibility for my participation in the Activity. In no way have I been subjected to any coercion, pressure, or undue influence by Producer to engage in the Activity, nor have I been promised anything in return for my participation in the Activity. I acknowledge that Producer and their designees are neither responsible nor liable for any consequence of my following the instructions of my coach, teammates or other parties. Without detracting from the foregoing, I agree to follow the instructions of Producer and their designees and understand that Producer and their designees shall not be responsible for any harm or damage that I may suffer as a result of my failure to follow such instructions. I, for myself and my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors, and assigns (the "Releasing Parties") hereby unconditionally and irrevocably release, forever discharge, and hold harmless Producer, Paramount Global, their parent and related companies, subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present, and future directors, officers, agents, representatives, employees, contractors, partners, shareholders, members, successors, and assigns (the "Released Parties") to the fullest extent permissible under law from any and all manner of liabilities, claims, and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, and whether at my instance or at the instance of any third party, related to any harm, loss, physical or mental injury, physical or mental illness, emotional distress, death, disability, disfigurement, or damage to person or property that I or any third party may suffer arising out of or pursuant to the negligence of the Released Parties or otherwise, or arising out of my preparation for, participation, performance, or appearance in the Activity, whether occurring before, during, or after my actual participation in the Project, whether such loss or damage be direct, indirect, consequential, or otherwise (the "Released Claims").

Except as you may direct or approve in each instance, I will not myself, or authorize others to, (a) advertise, promote or and/or disclose my participation, or (b) use or disclose any information about the Project, and/or trade secrets and/or proprietary information of Producer (or any of its affiliates), that I learn as a result of my participation. I represent and warrant that all information I am providing to you on this release is valid, true and accurate and that I have the full, complete and unrestricted right and authority to enter into this release. I agree to comply with all instructions regarding safety in connection with the Production. I understand that Producer will proceed in reliance hereon.

I understand that Producer may utilize the Zoom and/or OpenReel video platforms (individually and collectively, the "Platform") to produce the Project and that my participation in the Project requires me to use the Platform and agree to the Platform's Terms of Service. Notwithstanding the foregoing, if such Platform is used, I acknowledge and agree that such Terms of Service, excluding those provisions that reference the Platform's privacy policy, shall not apply to the Project and are hereby superseded by the terms in this release. I further agree that this is the complete and binding agreement between me and Producer, superseding all prior understandings and communications with respect to this subject matter. Producer may transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction.

This agreement shall be exclusively governed by and construed in accordance with the laws of the state of the place of performance with respect to the Activity and the parties hereby submit to jurisdiction in such state. The parties also hereby irrevocably waive, to the fullest extent permitted by law, all right to a trial by jury in connection with any dispute arising out of or relating to this agreement.

If I am a United States resident, I will see the Paramount Global U.S. Workplace Privacy Notice available at: <https://www.viacomcbs.com/viacomcbs-usworkplace-privacy-notice>.

NAME: _____
ADDRESS: _____
SIGNATURE: _____

DATE: _____
TEL. #: _____
D/O/B: _____

[THIS INFORMATION IS BEING OBTAINED AND WILL BE MAINTAINED SOLELY FOR LEGALLY-MANDATED RECORD-KEEPING PURPOSES.]

FOR USE BY PARENT OR GUARDIAN OF PARTICIPANT UNDER 18 YEARS OF AGE:

CONSENT OF PARENT OR GUARDIAN (IF APPLICABLE)

I hereby represent and warrant that I am the parent or guardian of the minor named above, and I expressly approve and consent to this agreement and waive all obligations and rights which I may have in connection therewith. For good and valuable consideration, I hereby agree to indemnify Producer from any and all loss arising from or relating to any claims made by or on behalf of the minor relating to the subject matter of this release form.

PARENT/GUARDIAN NAME: _____

DATE: _____

ADDRESS: _____

TEL. #: _____

SIGNATURE: _____