

# FILM INDEPENDENT SPIRIT AWARDS

## 2026 SPIRIT AWARDS NOMINEE SCREENER PROGRAM

### RESTRICTED USE AGREEMENT

**2026 FILM INDEPENDENT SPIRIT AWARDS NOMINEE SCREENERS WILL NOT BE AVAILABLE TO YOU UNLESS YOU AGREE TO THESE TERMS BY “OPTING IN” BELOW. THIS AGREEMENT CONSTITUTES A SIGNIFICANT AND BINDING AGREEMENT BETWEEN YOU AND FILM INDEPENDENT, INC. (“FILM INDEPENDENT”). PLEASE DO NOT OPT IN WITHOUT HAVING READ IT PERSONALLY AND AGREED TO ALL ITS TERMS.**

I acknowledge that current members of Film Independent in good standing comprise the “Voting Body” to determine the Spirit Award winners.

As a member of the “Voting Body,” I wish to access Spirit Awards screener copies of motion pictures (“Screeners”) through this online portal provided solely for limited personal viewing and Spirit Awards voting purposes. I understand that my access to such Screeners does not convey to me any of the underlying intellectual property rights of the motion pictures and programs involved, and that each Screener will remain the property of the company(ies) or individual(s) that own the copyright to such motion pictures and programs. I acknowledge and agree that my access to these screeners shall be revocable by Film Independent and its designees at any time.

I agree to manage access to this online portal so only I am able to use my account to access the Screeners and I shall not directly or indirectly share my account information with any individuals other than as expressly approved by Film Independent in writing and in its sole discretion. I agree not to allow the Screeners to circulate outside this online portal and shall not share access to the Screeners in any respect. I agree not to share, or allow third parties to share, any passwords, links or other access control keys (collectively, “Passwords”) provided to me for viewing the Screeners. I agree not to, nor allow others to, reproduce any portion of the Screeners in any fashion, including but not limited to downloading, ripping, copying, displaying, filming, recording, distributing or otherwise using the Screener for any purpose not expressly allowable hereunder. I will not copy, sell, rent, loan, distribute, publicly perform, give away, upload/stream or provide access to the Screeners or the Passwords to the internet or other any sharing networks or platforms.

In an effort to curb online piracy, the Screeners may be marked with an individual watermark traceable to the recipient. I agree that I will dispose of any Passwords after I have reviewed the Screeners online or after the link(s) to stream the Screeners expire, whichever occurs first, or as otherwise required by Film Independent. I agree that any violation of this agreement will constitute grounds for discipline, including but not limited to

censure, expulsion from membership with Film Independent and may also result in civil and criminal penalties, including, without limitation, civil and criminal penalties related to copyright infringement.

**ANY UNAUTHORIZED DOWNLOADING, RIPPING, COPYING, DISPLAYING, FILMING, RECORDING, OR DISTRIBUTING OF ANY SCREENER BY ME SHALL CONSTITUTE WILLFUL COPYRIGHT INFRINGEMENT UNDER US COPYRIGHT LAW AND SHALL RESULT IN MAXIMUM STATUTORY DAMAGES OF \$150,000 PER INFRINGED WORK, IN ADDITION TO ANY ATTORNEYS FEES, COURT COSTS AND ANY OTHER EXPENSES INCURRED BY FILM INDEPENDENT IN INVESTIGATING MY INFRINGEMENT.**

I agree to indemnify, defend and hold Film Independent and Spirit Productions, LLC (including their affiliates, partners, agents, contractors and employees) harmless for any claims, costs, losses and damages that result from a breach of this agreement by me.

I acknowledge that: (i) the rights-owners of the works contained in the Screeners are third-party beneficiaries of this agreement and have the right to enforce its terms and (ii) this agreement does not constitute a waiver of any rights or remedies that Film Independent, Spirit Productions, LLC or the rights-owners of the works contained in the Screeners may have under law or at equity, all of which are expressly reserved.