



“THE SCREENWRITER DIG PITCH AND SCRIPT CONTEST 2005” OFFICIAL RULES

1. **DESCRIPTION OF THE CONTEST.** “The Screenwriter Dig Pitch and Script Contest 2005” (the “**Contest**”) is sponsored by XRAYMEDIA, Inc., Suite 1560, West Hastings Street, Vancouver, B.C., Canada, V6B 4N6 (“**Sponsor**”), and hosted by noted Hollywood producer Mark Canton (“**Host**”). Host is responsible for selecting the winning submissions and for working with the grand prize winners to further develop the grand prize winning submissions. The Contest is broken up into four categories: (a) Feature Film Screenplay; (b) Feature Film Pitch; (c) Television Pilot Teleplay; and (d) Television Pilot Pitch. The Contest provides aspiring screenwriters, and anyone who has a story to tell, with the opportunity to win one of twelve (12) prize packages as more specifically described below and possibly have their pitch, screenplay or teleplay brought to life by Sponsor. The Contest begins on April 7, 2005 at 12:00 a.m. Pacific Standard Time (PST) and the submission period is scheduled to end on October 17, 2005 at 11:59:59 p.m. PST (the “**Submission Period**”), with a winner selected and announced on or about December 15, 2005 at 5:00 p.m. PST (such entire period of time referred to herein as the “**Contest Period**”). Persons who wish to enter the Contest must do so during the Submission Period. All dates and times are subject to change without notice. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest marketing, promotion or other communication materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

2. **WHO MAY ENTER.** The Contest is open to entrants who are 18 years of age or older at the time of entry. Residents of the State of Vermont and the Province of Quebec are not eligible to enter the Contest. The Contest is void where restricted or prohibited by law. The persons who participate in reviewing the submissions, along with the officers, directors and employees, and their immediate family members of, or those living in the same household as, such reviewers or such officers, directors and employees, of Sponsor, Atmosphere Entertainment MM, The Canton Company, and each of their respective parent companies, affiliates, subsidiaries, agents or representatives (collectively “**Promotion Entities**”) are not eligible to enter or win. Persons who have achieved the status of “Professional” (as defined below) are not eligible to enter. For purposes of these Official Rules, the term “**Professional**” shall mean any individual who has received sole or shared writing credit on any film, movie-of-the-week, or mini-series produced for release in theaters or by means of home video, and form of television, or any similar medium.

3. **HOW TO ENTER.** To participate in the Contest, each entrant must visit the Screenwriter Dig 2005 website (www.screenwriterdig.com) (the “**Website**”) and follow the registration and uploading instructions found there. Please note that no changes may be made to an entry after it has been submitted. Each entry must be accompanied by a non-refundable “Submission Fee” in the amount of Twenty Nine United States Dollars (US \$29) for each Feature Film Screenplay entered into the Contest, Fifteen United States Dollars (US \$15) for each Television Pilot Teleplay entered into the Contest, and Ten United States Dollars (US \$10) for every Feature Film Pitch or Television Pilot Pitch entered into the Contest. Entrants may register and submit entries at any point during the Submission Period, and a single entrant may submit more than one entry, but each entry must be submitted separately, and a

separate Submission Fee must accompany each entry. Each screenplay and teleplay that is entered into the Contest must meet the “Screenplay Submission Requirements” or “Teleplay Submission Requirements” (as applicable) set forth below. Each pitch that is entered into the Contest must meet the applicable “Pitch Submission Requirements” set forth below. Any entry that fails to fulfill all of the applicable Submission Requirements may be disqualified from the Contest upon Sponsor's discovery of such failure (if such failure is discovered upon submission, the applicable entry will not be accepted for processing and review and will not be entered into the Contest). Information submitted in connection with the Contest will be treated in accordance with these Official Rules and the Website's Privacy Policy, provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. Any communication or information transmitted to Sponsor and/or the Website by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Entrants are advised to retain a copy of their screenplay and other submission materials for their records because the materials that are submitted will not be returned.

4. TEAMS. Entrants may combine to form writing teams (each referred to as a “**Team**”) consisting of no more than three (3) individuals, but each individual member of any such Team must satisfy all eligibility requirements set forth herein, and each such Team member must register at the Website in order to be considered a member of the applicable Team. Only one Submission Fee is required for any entry made by a Team. The Team member who submits the entry on behalf of the Team will be deemed the “Team Captain” and must submit the first name and last name of all Team members. In the event a Team progresses to further rounds of the Contest, Sponsor will attempt to notify the Team through its Team Captain. Each member of the Team, including the Team Captain, shall be deemed to have jointly and severally made and entered into all of the representations, warranties and agreements contained herein and shall be jointly and severally obligated and bound thereby. All of Sponsor's rights pursuant to these Official Rules relate to and are exercisable against each individual member of the Team. If any right of disqualification arises as to any individual member of the Team, then the right of disqualification may be exercised either as to such individual member of the Team, or to the Team as a whole, as Sponsor may elect in its sole discretion. If Sponsor elects to disqualify fewer than all members of a Team, then the remaining individuals shall continue to be bound by these Official Rules. Without limiting the generality of the foregoing: (i) any Team member who elects to end his or her participation in the Contest, and/or is disqualified from the Contest, will not be permitted to re-register to participate in the Contest in any capacity; (ii) if, at any time during the Contest Period, a Team Captain elects to end his or her participation in the Contest and/or is disqualified from the Contest, his or her entire Team may be disqualified from the Contest; and (iii) if, at any time during the Contest Period, any Team member elects to end his or her participation in the Contest and/or is disqualified from the Contest, and refuses to promptly sign any writing deemed necessary by Sponsor to permit his or her former Team member(s) to continue to participate in the Contest using the Team's submission, the entire Team will be disqualified from the Contest. Please also note that disputes between Team members may be grounds for disqualifying the applicable Team or any of its Team members, in Sponsor's sole discretion. Any cash payments to a winning Team will be equally divided among the Team members and non-cash prizes will be awarded to the Team Captain to divide among the Team members as he or she sees fit.

5. SUBMISSION REQUIREMENTS.



- a) **General Submission Guidelines.** Sponsor seeks to produce feature films that will receive a PG-13 rating from the Motion Picture Association of America, and television pilots that will receive a TV-14 television rating (the “**Intended Ratings**”). While any entry will be accepted into the Contest, entrants should be aware that scoring will be weighted in the discretion of Sponsor to favor screenplays and teleplays that might reasonably receive a rating that is no more restrictive than PG-13 and TV-14. If a screenplay or teleplay entrant advances to Round 3, described below, such entrant may be given notes requesting changes to the entry designed to improve the entry's ability to achieve the Intended Rating, and the entrant's good faith efforts to implement such requested changes may, in Sponsor's discretion, be a factor used in evaluating the entry. In addition, the winning entrants may, in the discretion of Sponsor, be given notes requesting changes to the winning entry designed to improve the entry's ability to achieve the Intended Rating, and the winning entrants hereby agree to use their good faith efforts to implement such requested changes.
- b) **Feature Film Screenplay Submission Requirements.** Each feature film screenplay that is entered into the Contest must meet ALL of the “Feature Film Screenplay Submission Requirements” set forth below to be considered (a feature film screenplay that meets all such requirements will be referred to as a “**Feature Film Screenplay Submission**”):
- i) The screenplay must be written in the English language;
 - ii) The screenplay must be written in so-called “industry standard” screenplay format and be no less than eighty (80) pages and no more than one hundred thirty five (135) pages in length;
 - iii) The screenplay must be the submitting entrant’s original, previously unpublished and unproduced work (please note that an adaptation from source material or based on other works will not constitute an eligible Feature Film Screenplay Submission for purposes of these Official Rules);
 - iv) The screenplay must be written for a feature film, and should reasonably be able to be produced with a budget of up to Twenty Five Million United States Dollars (US \$25,000,000);
 - v) The screenplay must, in Sponsor’s good faith judgment, qualify for a rating from the Motion Picture Association of America (<http://www.mpaa.org/movieratings/>) that is no more restrictive than “R” (any screenplays that, in Sponsor’s good faith judgment, violate the foregoing criteria will be disqualified);
 - vi) The screenplay must be submitted in Adobe Acrobat (PDF), Microsoft Word (.doc), Text (.txt) or Rich Text (.rtf) format and only through the Website in the manner described on the Website (do not send hard copies via mail, fax, or any other means-they will not be accepted, and there will be no exceptions). The submission must not require a password to open/view. Such files are unreviewable and will be removed from the Contest. Sponsor is under no obligation to notify an entrant whose screenplay is removed for this reason;
 - vii) The screenplay may not have been previously optioned, sold, or produced, in whole or in part;



- viii) If the screenplay is based on a true story, historical or contemporary, that should be noted on the title page;
 - ix) A non-refundable Submission Fee in the amount of Twenty Nine United States Dollars (US \$29) must accompany each Feature Film Screenplay Submission that is entered into the Contest;
 - x) All screenplay submissions must be registered with the U.S. Copyright Office.
- c) **Feature Film “Pitch” Submission Requirements.** Each feature film “pitch” that is entered into the Contest must meet ALL of the “Feature Film Pitch Submission Requirements” set forth below to be considered (a feature film pitch that meets all such requirements will be referred to as a **“Feature Film Pitch Submission”**):
- i) The film pitch must be written in the English language;
 - ii) The film pitch must be no more than Ten (10) standard (8.5X11) pages, and no less than Two (2) standard (8.5X11) pages in length;
 - iii) The film pitch be the submitting entrant’s original, previously unpublished and unproduced work (please note that an adaptation from source material or based on other works will not constitute an eligible Feature Film Pitch Submission for purposes of these Official Rules);
 - iv) The film pitch must be for a feature film, and should reasonably be able to be produced with a budget of up to Twenty Five Million United States Dollars (US \$25,000,000);
 - v) The film pitch must, in Sponsor’s good faith judgment, qualify for a rating from the Motion Picture Association of America (<http://www.mpa.org/movieratings/>) that is no more restrictive than “R” (any film pitches that, in Sponsor’s good faith judgment, violate the foregoing criteria will be disqualified);
 - vi) The film pitch must be submitted in Adobe Acrobat (PDF), Microsoft Word (.doc), Text (.txt) or Rich Text (.rtf) format and only through the Website in the manner described on the Website (do not send hard copies via mail, fax, or any other means—they will not be accepted, and there will be no exceptions.). The film pitch submission must not require a password to open/view. Such files are unreviewable and will be removed from the Contest. Sponsor is under no obligation to notify an entrant whose film pitch is removed for this reason;
 - vii) The film pitch may not have been previously optioned, sold, or produced, in whole or in part;
 - viii) If the film pitch is based on a true story, historical or contemporary, that should be noted on the title page;
 - ix) A non-refundable Submission Fee in the amount of Ten United States Dollars (US \$10) must accompany each Feature Film Pitch Submission that is entered into the Contest.



- d) **Television Pilot Teleplay Submission Requirements.** Each television pilot teleplay that is entered into the Contest must meet ALL of the “Television Pilot Teleplay Submission Requirements” set forth below to be considered (a Television Pilot teleplay that meets all such requirements will be referred to as a “**Television Pilot Teleplay Submission**”):
- i) The teleplay must be written in the English language;
 - ii) The teleplay must be written in so-called “industry standard” teleplay format and be no less than eighty (80) pages and no more than one hundred (100) pages in length;
 - iii) The teleplay must be the submitting entrant’s original, previously unpublished and unproduced work (please note that an adaptation from source material or based on other works will not constitute an eligible Television Pilot Teleplay Submission for purposes of these Official Rules);
 - iv) The teleplay must be written for a television series, and should reasonably be able to be produced with a budget of up to Two Million United States Dollars (US \$2,000,000) per episode;
 - v) The teleplay must, in Sponsor’s good faith judgment, qualify for a rating that is no more restrictive than “TV-MA” (refer to <http://www.tvguidelines.org>). Any teleplays that, in Sponsor’s good faith judgment, violate the foregoing criteria will be disqualified);
 - vi) The teleplay must be submitted in Adobe Acrobat (PDF), Microsoft Word (.doc), Text (.txt) or Rich Text (.rtf) format and only through the Website in the manner described on the Website (do not send hard copies via mail, fax, or any other means-they will not be accepted, and there will be no exceptions). The teleplay submission must not require a password to open/view. Such files are unreviewable and will be removed from the Contest. Sponsor is under no obligation to notify an entrant whose teleplay is removed for this reason;
 - vii) The teleplay may not have been previously optioned, sold, or produced, in whole or in part;
 - viii) If the teleplay is based on a true story, historical or contemporary, that should be noted on the title page;
 - ix) A non-refundable Submission Fee in the amount of Fifteen United States Dollars (US \$15) must accompany each Television Pilot Teleplay Submission that is entered into the Contest;
 - x) All teleplay submissions must be registered with the U.S. Copyright Office.
- e) **Television Pilot Pitch Submission Requirements.** Each television pilot “pitch” that is entered into the Contest must meet ALL of the “Television Pilot Pitch Submission Requirements” set forth below to be considered (a Television Pilot pitch that meets all such requirements will be referred to as a “**Television Pilot Pitch Submission**”):



- i) The television pitch must be written in the English language;
- ii) The television pitch must be no more than Ten (10) standard (8.5X11) pages and no less than Two (2) standard (8.5X11) pages in length;
- iii) The television pitch must be the submitting entrant's original, previously unpublished and unproduced work (please note that an adaptation from source material or based on other works will not constitute an eligible Television Pilot Pitch Submission for purposes of these Official Rules);
- iv) The television pitch must be for a television series, and should reasonably be able to be produced with a budget of up to Two Million United States Dollars (US \$2,000,000) per episode;
- v) The television pitch must, in Sponsor's good faith judgment, qualify for a rating that is no more restrictive than "TV-MA" (refer to <http://www.tvguidelines.org>). Any television pitches that, in Sponsor's good faith judgment, violate the foregoing criteria will be disqualified;
- vi) The television pitch must be submitted in Adobe Acrobat (PDF), Microsoft Word (.doc), Text (.txt) or Rich Text (.rtf) format and only through the Website in the manner described on the Website (do not send hard copies via mail, fax, or any other means-they will not be accepted, and there will be no exceptions). The television pitch submission must not require a password to open/view. Such files are unreviewable and will be removed from the Contest. Sponsor is under no obligation to notify an entrant whose television pitch is removed for this reason;
- vii) The television pitch may not have been previously optioned, sold, or produced, in whole or in part;
- viii) If the television pitch is based on a true story, historical or contemporary, that should be noted on the title page;
- ix) A non-refundable Submission Fee in the amount of Ten United States Dollars (US \$10) must accompany each Television Pilot Pitch Submission that is entered into the Contest.

From time to time hereinafter, the Television Pilot Pitch Submissions, Television Pilot Teleplay Submissions, Feature Film Pitch Submissions, and Feature Film Screenplay Submissions may be collectively and individually referred to in these Official Rules as the "**Submissions**", with each being a "**Submission**" hereunder.

6. WINNER SELECTION.

- a) **Judging Criteria.** The Contest consists of three (3) rounds of judging using some or all of the following criteria: (i) originality, (ii) creativity, (iii) plot/story, (iv) character development, (v) dialogue, (vi) marketability, and (vii) compliance with the applicable Submission Guidelines. Any of the above criteria used to evaluate an entry in a particular round will be used to evaluate all entries in that Round.



- b) **Round 1: Selecting The Top 100 Submissions.** The Screenwriter Dig utilizes a team of professional reviewers (each, a “**Reviewer**” and collectively, the “**Reviewers**”). By entering into this Contest, each entrant agrees to accept the decisions and judgment made by the delegated team of Reviewers, knowing such decisions and judgment shall be final and binding and may not be contested or disputed. On or about November 17, 2005 at 5:00 p.m. PST, Sponsor will identify the top one hundred (100) Submissions (the “**Top 100 Submissions**”) in each of the four (4) Contest categories (i.e. Feature Film Screenplay, Feature Film Pitch, Television Pilot Teleplay, and Television Pilot Pitch) based on the Reviewers' scores. In the event of a tie, the tied Submissions will be separately re-reviewed to distinguish among and between them. The entrants or Teams who submitted the Top 100 Submissions in each category will be deemed the “**Top 100 Contestants**” and will be announced on the Website. The determination of the Top 100 Contestants in each category shall be made by Sponsor in its sole discretion, and such determination shall be final and binding. Sponsor shall have the right, but not the obligation, to designate alternates to replace any Submissions that, for any reason, are unable to compete in the next round.
- c) **Round 2: Selecting The Top 10 Submissions.** On or about December 01, 2005 at 5:00 p.m. PST, Sponsor will identify the top ten (10) Submissions (the “**Top 10 Submissions**”) in each of the four (4) Contest categories (i.e. Feature Film Screenplay, Feature Film Pitch, Television Pilot Teleplay, and Television Pilot Pitch) based on the Reviewers' scores. In the event of a tie, the tied Submissions will be distinguished based on their Round 1 score and, if the tie persists, the tied Submissions will be separately re-reviewed to distinguish among and between them. The determination of the Top 10 Submissions shall be made by Sponsor in its sole discretion, and such determination shall be final and binding. The Top 10 Submissions will be announced on the Website, along with the names of the entrants who submitted such Top 10 Submissions (the “**Top 10 Finalists**”). Sponsor shall have the right, but not the obligation, to designate alternates to replace any of the potential Top 10 Finalists that, for any reason, are unable to compete in the next round. Sponsor will seek to contact each of the potential Top 10 Finalists to discuss such potential Top 10 Finalists' rights, responsibilities, and obligations with respect to the Contest, and whether or not each such Top 10 Finalist elects to continue. Each potential Top 10 Finalist may be required by Sponsor to answer additional questions or participate in additional screening procedures. In order to continue participating in the Contest as a confirmed Top 10 Finalist, each Top 10 Finalist will be required to execute separate agreements, including a literary material acquisition and assignment agreement in the form provided by Sponsor, so as to allow full development and exploitation of the Submission as a film or television production with Sponsor or designee owning all right, title and interest in and to such production in any and all media now known or hereafter devised throughout the universe in perpetuity. The confirmed Top 10 Finalists in each Contest category will be entitled to receive a prize package valued at approximately One Thousand Five Hundred United States Dollars (US \$1,500).
- d) **Round 3: Selecting the Winning Submissions.** On or about December 15, 2005 at 5:00 p.m. PST, subject to each applicable Top 10 Finalist's compliance with these Official Rules, Sponsor will identify the winning Submissions in each of the four Contest categories (individually, the “**Winning Feature Film Screenplay**”, the “**Winning Feature Film Pitch**”, the “**Winning Television Pilot Teleplay**”, and the “**Winning Television Pilot Pitch**”, and collectively, the “**Winning Submissions**”) based on the



Reviewers' scores. In the event of a tie, the tied Submissions will be distinguished based on their Round 2 score and, if the tie persists, their Round 1 score, and if the tie persists thereafter, the tied Submissions will be separately re-reviewed to distinguish among and between them. The entrant or Team who submitted the Winning Submission in each category shall be deemed a potential **“Category Winner”**, the entrant who submitted the second highest-rated Submission will be deemed a potential **“First Runner Up”**, and the entrant who submitted the third highest-rated Submission will be deemed a potential **“Second Runner Up”**, all subject to confirmation of the applicable entrant's compliance with these Official Rules (including, without limitation, timely execution and return of the “Prize Claim Documents” referenced below). For clarification and the removal of doubt, if the potential Category Winner, First Runner Up or Second Runner Up fails to sign and return the Prize Claim Documents to Sponsor within the time allotted, such Category Winner, First Runner Up or Second Runner Up will be disqualified and the next runner-up will be deemed the Category Winner, First Runner Up or Second Runner Up, as applicable (provided that such runner-up also satisfies all of the foregoing conditions). The determination of the Category Winner, First Runner Up and Second Runner Up in each instance shall be made by Sponsor in its sole discretion, and such determination shall be final and binding. Once the Category Winners (and First Runner Up and Second Runner Up) have been confirmed, the Winning Submissions will be announced on the Website, along with the name of the corresponding Category Winners who submitted such Winning Submissions.

7. THE CONTEST REWARDS.

a) **Feature Film Screenplay.**

- i) **Feature Film Screenplay Grand Prize.** The confirmed Category Winner who submitted the Winning Feature Film Screenplay will be entitled to receive a prize package worth approximately Thirty Thousand United States Dollars (US \$30,000) and the opportunity to work with Host and his team to develop and possibly make (with Host producing) a feature-length motion picture based on the applicable Winning Feature Film Screenplay.
- ii) **Feature Film Screenplay First Runner Up.** The confirmed Film Screenplay First Runner Up will be entitled to receive a prize package worth approximately Fifteen Thousand United States Dollars (US \$15,000).
- iii) **Feature Film Screenplay Second Runner Up.** The confirmed Film Screenplay Second Runner Up will be entitled to receive a prize package worth approximately Seventy-Five Hundred United States Dollars (US \$7,500).

b) **The Feature Film Pitch.**

- i) **Feature Film Pitch Grand Prize.** The confirmed Category Winner who submitted the Winning Feature Film Pitch will be entitled to receive a prize package worth approximately Fifteen Thousand United States Dollars (US \$15,000) and the opportunity to work with Host and his team to develop and possibly make (with Host producing) a feature-length motion picture based on the applicable Winning Feature Film Pitch.



- ii) **Feature Film Pitch First Runner Up.** The confirmed Film Pitch First Runner Up will be entitled to receive a prize package worth approximately Seven Thousand Five Hundred United States Dollars (US \$7,500).
 - iii) **Feature Film Pitch Second Runner Up.** The confirmed Film Screenplay Second Runner Up will be entitled to receive a prize package worth approximately Three Thousand Seven Hundred and Fifty United States Dollars (US \$3,750).
- c) **Television Pilot Teleplay.**
- i) **Teleplay Grand Prize.** The confirmed Category Winner who submitted the Winning Television Pilot Teleplay will be entitled to receive and a prize package worth approximately Thirty Thousand United States Dollars (US \$30,000) and the opportunity to work with Host and his team to develop and possibly make (with Host producing) a pilot or a presentation for a television series based on the applicable Winning Television Pilot Teleplay).
 - ii) **Television Pilot Teleplay First Runner Up.** The confirmed Teleplay First Runner Up will be entitled to receive a prize package worth approximately Fifteen Thousand United States Dollars (US \$15,000).
 - iii) **Television Pilot Teleplay Second Runner Up.** The confirmed Teleplay Second Runner Up will be entitled to receive a prize package worth approximately Seven Thousand Five Hundred United States Dollars (US \$7,500).
- d) **Television Pilot Pitch.**
- i) **Television Pilot Pitch Grand Prize.** The confirmed Category Winner who submitted the Winning Television Pilot Pitch will be entitled to receive and a prize package worth approximately Fifteen Thousand United States Dollars (US \$15,000) and the opportunity to work with Host and his team to develop and possibly make (with Host producing) a pilot or a presentation for a television series based on the applicable Winning Television Pilot Pitch).
 - ii) **Television Pilot Pitch First Runner Up.** The confirmed Television Pitch First Runner Up will be entitled to receive a prize package worth approximately Seven Thousand Five Hundred United States Dollars (US \$7,500).
 - iii) **Television Pilot Pitch Second Runner Up.** The confirmed Television Pitch First Runner Up will be entitled to receive a prize package worth approximately Three Thousand Seven Hundred and Fifty United States Dollars (US \$3,750).

Each potential Category Winner, First Runner Up and Second Runner Up will be notified by telephone and/or mail and/or email. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential Category Winner, First Runner Up and Second Runner Up, as applicable, does not respond within 7 days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such entrant, such entrant will forfeit his or her prize and the next-highest rated entry may be selected as the Category Winner, First Runner Up and Second Runner Up, as applicable. For each of the

Category Winner, First Runner Up and Second Runner Up spots that are available in the Contest, Sponsor will successively attempt to contact up to three (3) potential entrants for each spot in accordance with such procedure, and if there is still no confirmed Category Winner, First Runner Up or Second Runner Up, as applicable, for the Contest category in question after such attempts have been made, the applicable prize may go unawarded. If any potential Category Winner, First Runner Up or Second Runner Up is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. In the event of a dispute as to the identity of an entrant or the author or owner of a particular Submission, the applicable entrant may be required to provide Sponsor with proof that the entrant is the person who entered and/or the author or owner of the Submission. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. Non-cash prizes may not be redeemed for cash. Prizes are non-assignable and nontransferable. No prize substitutions will be allowed. Winners are solely responsible for the reporting and payment of any federal, state and/or local taxes on prizes. The aspect of the Prize Package relating to the possibility of making the motion picture or television show and participating in such opportunity shall be deemed to have no (zero) cash value. By accepting a prize, each Category Winner, First Runner Up and Second Runner Up agrees that Sponsor may, without any limitation or further compensation, use his or her name, screen name, voice and/or likeness in any and all media for the purpose of advertising and promoting themselves, the Website, the Contest, or any other promotion, contest or sweepstakes sponsored by Sponsor.

8. ACQUISITION OPTION. By entering the Contest, each entrant hereby irrevocably grants to Sponsor the sole and exclusive option to acquire all right, title and interest in and to the Submission throughout the universe and in perpetuity (the “**Acquisition Option**”). The Acquisition Option shall be deemed exercised with respect to any entrant selected as a Top 10 Finalist by awarding the applicable prize to such entrant. At all times during the Contest Period, as between an entrant and Sponsor, the entrants who are not Top 10 Finalists will retain ownership of whatever interest in the Submission's copyright such entrant owned prior to entering the Contest, unless at any time within ninety (90) days after the end of the Contest Period, Sponsor exercises the Acquisition Option with respect to such submission by providing the applicable entrant with written notice of its decision to do so accompanied by payment in such amount equal to the approximate retail value of the prize package awarded to a Top 10 Finalist.
9. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION. Each person who enters this Contest represents and warrants to Sponsor as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission is wholly original with entrant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory, libelous, pornographic, or obscene. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.



10. FURTHER DOCUMENTATION. If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of this Agreement, then each entrant hereby agrees to sign the same upon Sponsor's request therefor.
11. DATES & DEADLINES / ANTICIPATED NUMBER OF CONTESTANTS. Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of people who will participate in the Contest.
12. NO OBLIGATION TO USE. Sponsor shall have no obligation (express or implied) to use any Category Winner's, First Runner Up's, and Second Runner Up's services, or to develop, produce, distribute or otherwise exploit any of the Submissions or continue the development, production, distribution or exploitation thereof, and Sponsor may at any time abandon development and/or production of any Submission and/or terminate the any Category Winner's, First Runner Up's, and Second Runner Up's services in connection with the same for any reason or no reason at all, with or without legal justification or excuse, and the applicable Category Winner, First Runner Up, and Second Runner Up shall not be entitled to any damages or other relief by reason thereof.
13. NATURE OF RELATIONSHIP / WAIVER OF EQUITABLE RELIEF. Each entrant hereby acknowledges and agrees that the relationship between the entrant and Sponsor is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that Sponsor has wide access to ideas, stories, screenplays, and other literary materials, and that new ideas are constantly being submitted to it or being developed by its own employees. Each entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material that has or may come to Sponsor from other sources. Each entrant acknowledges and agrees that Sponsor does not now and shall 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 entrant's copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of any film, television program or any other production based on or allegedly based on the Submission, and entrant'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. IMPORTANT. PLEASE READ GENERAL RELEASE AND LIMITATIONS ON LIABILITY. By entering the Contest, entrants agree that the Promotion Entities are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected or illegible entries or for failure to

receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsor, or otherwise, that may limit an entrant's ability to participate in the Contest; (ii) any injury or damage resulting from participation in the Contest and/or the use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy, or the entrant's claim that he or she has somehow been defamed or portrayed in a false light; or (iii) any printing or typographical or clerical error in any materials (including, without limitation, in any advertising or promotional materials or prize winner notification letters) associated with the Contest.

15. **FORCE MAJEURE.** In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the control of the non-performing party (each a **"Force Majeure"** event or occurrence), Sponsor shall have the right to modify, suspend, or terminate the Contest. Sponsor reserves the right, in its sole discretion, to cancel, modify, suspend or extend the Contest if any bug, virus or other cause beyond Sponsor's control corrupts or undermines the integrity, proper administration or security of the Contest. Sponsor may prohibit any person from participating in the Contest if, in the sole opinion of Sponsor, such person shows a disregard for these Official Rules; acts in an unsportsmanlike manner; acts with intent to annoy, abuse, threaten or harass any other participant or any representative of Sponsor; or acts in any other disruptive manner. Contest entries may be disqualified in Sponsor's sole discretion if attempts are made to disrupt the Contest or circumvent the provisions of these Official Rules; in such event, Sponsor reserves the right to remedy any such action, disruption or circumvention in a manner which is, in Sponsor's sole opinion, fair and equitable to Contest participants.
16. **DISPUTE RESOLUTION / GOVERNING LAW.** By entering the Contest, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Contest, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out of pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEVADA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE



INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE RULES SHALL OTHERWISE REMAIN IN EFFECT AND SHALL BE CONSTRUED IN ACCORDANCE WITH THEIR TERMS AS IF THE INVALID OR ILLEGAL PROVISION WERE NOT CONTAINED HEREIN.

[End of Official Rules]