

Official Rules

The Paley Center for Media pitch workshop contest (the "Contest") is operated by The Paley Center for Media (the "Paley Center"), 25 West 52 Street, New York, NY 10019, with a prize sponsored by SnagFilms (the "Sponsor"). The Contest begins on June 29, 2010, at 12:01:00 a.m. Eastern Time (ET), and ends on September 14, 2010, at 11:59:59 p.m. (ET) (such period, the "Contest Period").

BY SUBMITTING AN ENTRY TO THE CONTEST, ENTRANT (A) FULLY AND UNCONDITIONALLY AGREES TO ACCEPT AND BE BOUND BY THESE OFFICIAL RULES AND BY ALL DECISIONS OF THE PALEY CENTER, SPONSOR, AND THEIR RESPECTIVE DESIGNEE(S) (WHICH DECISIONS SHALL BE FINAL AND BINDING IN ALL RESPECTS), INCLUDING, WITHOUT LIMITATION, DECISIONS REGARDING ELIGIBILITY, SELECTION OF FINALISTS AND THE WINNER, AND THE INTERPRETATION OF TERMS USED IN THESE OFFICIAL RULES AND IN THE ENTRY FORM & SUBMISSION AGREEMENT, AND (B) REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE CONTEST IS TRUE, ACCURATE, AND COMPLETE.

1. **ELIGIBILITY.** AN ENTRY FEE IS REQUIRED TO ENTER. VOID OUTSIDE OF THE ELIGIBILITY AREA (DEFINED BELOW) AND WHERE OTHERWISE PROHIBITED BY LAW. Participation in this Contest is open to any current legal resident of the fifty (50) United States and the District of Columbia or U.S. citizen living abroad, (excluding every national, state, local, or other jurisdiction in which it is prohibited or restricted by any law, statute, regulation, or other appropriate authority, and in particular Puerto Rico, U.S. Virgin Islands, U.S. territories and U.S. military installations located in a foreign country), who is eighteen (18) years of age or older and has no more than two (2) directing credits for completed documentary feature films, whether released or unreleased (hereafter "Participant"). Sponsor's and the Paley Center's employees, consultants, representatives and agents of Sponsor and its advertising and promotional agencies, and the immediate family members of and persons domiciled with any such employees and agents, and any judges or other parties involved in any aspect with the creation, production, operation, execution and fulfillment of the Contest, and the immediate families or household members of each are not eligible to participate. Sponsor, its affiliates, subsidiaries, partners, prize providers, officers, employees, and subcontractors do not warrant that this Contest may be entered legally in any particular jurisdiction. The Paley Center is the final arbiter of all decisions regarding Participants' eligibility for the Contest.

2. HOW TO ENTER.

a. **ENTRY.** To enter the Contest:

- (1) Review the documents entitled "PaleyDocFest2010 Pitch Workshop — Overview" (the "Overview") and "PaleyDocFest2010 Pitch Workshop — Entry Form & Submission Agreement" (the "Entry Form & Submission Agreement"), as well as these Official Rules, available from the link entitled "PaleyDocFest2010" on the Paley Center's site at <http://www.paleycenter.org>.
- (2) Complete, sign, and date the Entry Form & Submission Agreement. Submit entry fee.
- (3) Send a DVD with no more than ten (10) minutes of material from the entrant's film along with the completed, signed, and dated Entry Form & Submission Agreement and all other required submission materials described in the Entry Form & Submission Agreement, by first class United States mail (postage prepaid) or nationally recognized courier to:

Pitch Workshop
c/o The Paley Center for Media, 9th Floor
25 West 52nd Street, New York, NY 10019

All materials must be submitted to the Paley Center in the same envelope or package.

b. **SUBMISSION MATERIALS.** Submission Materials (as defined below), with the exception of any materials requested solely from Finalists, must be received by the Paley Center by the end of the Contest Period in order to be eligible for the Contest. **Submission Materials must include a DVD with no more than ten (10) minutes of material from the participant's film.** Submission Materials (with the exception of any materials requested solely from Finalists) received in whole or in part after the end of the Contest Period, or that are (including any materials requested solely from Finalists) incomplete, illegible, corrupted, or damaged, will be discarded and deemed to be VOID. Each entrant who is selected as a Finalist in accordance with Section 3(a) below will also be required to provide the Paley Center, at his or her own expense, with a "screener" clip of not more than five (5) minutes in length from the documentary that is the subject of the selected entry, in a format specified by the Paley Center at the appropriate time. Entrants may also be asked to submit additional written materials in order to be deemed eligible for the Contest (such "screener" clip, the entrant's original DVD, any additional written materials requested, and an entrant's Entry Form & Submission Agreement shall be referred to collectively as the entrant's "Submission Materials").

c. **ENTRY GUIDELINES AND RESTRICTIONS.** An individual may enter the Contest more than one time, provided that (i) such individual must complete a separate Entry Form & Submission Agreement and submit a separate set of Submission Materials for each entry submitted; (ii) the same project (i.e., the same documentary or materials) may not be the subject of multiple entries into the Contest; (iii) only one (1) entry per entrant may advance to the final round of the Contest and (iv) such individual also submits an additional fee for each additional Contest entry. Any Submission Materials that are submitted in violation of these Official Rules will be disqualified and deemed to be VOID. No changes to any Submission Materials will be permitted once such Submission Materials have been submitted. By entering the Contest, entrant agrees that his/her Submission Materials shall not be deemed to be his/her confidential or proprietary information. The tangible embodiments of all Submission Materials shall become the property of the Paley Center, and no Submission Materials will be acknowledged or returned.

3. FINALISTS, WINNER, AND PRIZE.

a. **SELECTING FINALISTS AND THE WINNER.** The Paley Center will select five (5) entrants from the pool of all eligible entrants (such five (5) entrants, the "Finalists") based on the criteria of persuasiveness of the pitch, originality of the vision, and viability of the project (the "Criteria"), to make pitches to a panel of judges (the "Panel") at a Pitch Workshop to take place on October 16, 2010, at The Paley Center for Media, 25 West 52nd Street, New York, NY 10019 (the "Pitch"). Finalists will be notified by phone or by email at the email address provided in the Entry Form & Submission Agreement that they have been selected to participate in the Pitch. To be eligible to participate in the Pitch, any entrant selected as a Finalist must notify the Paley Center either by phone or by email at docfest@paleycenter.org no later than September 28, 2010, that he/she is able to attend the Pitch. Entries and Submission Materials of any Finalist who (i) notifies the Paley Center that he/she will be unable to attend the Pitch, (ii) fails to notify the Paley Center by the foregoing date that he/she will be able to attend the Pitch, or (iii) fails to attend the Pitch, shall be deemed disqualified and deemed to be VOID. If any Finalist is unable to attend the Pitch, the Paley Center has the right, but not the obligation, to select an alternate Finalist to attend the Pitch from among the remaining pool of eligible entrants. If an

alternate Finalist is selected by the Paley Center, such alternate Finalist will be notified by email at the email address provided in the Entry Form & Submission Agreement that he or she has been selected to participate in the Pitch, and will be required to notify the Paley Center by email at docfest@paleycenter.org that he or she will be able to attend the Pitch. At the Pitch, each Finalist will be required to "pitch" the project idea described in his/her Submission Materials before a public audience, which pitch will comprise (i) a verbal presentation of no longer than five (5) minutes delivered by the entrant, and (ii) a visual presentation, comprising a clip of no longer than five (5) minutes from the Finalist's documentary. The entire presentation of each Finalist may not exceed ten (10) minutes, excluding responses to panel questions. The panel will critique both the presentation and the concept of each Finalist's pitch before the public audience. At the conclusion of the Pitch, and based on the Criteria, the Panel will select one (1) Finalist as the winner of the Contest (the "Winner"). All judgments and decisions of the Panel shall be final and binding.

- b. **PRIZE.** The Winner will be awarded a five thousand dollar (US \$5,000.00) grant by Sponsor (the "Prize"), which Winner may use solely toward the completion of the documentary pitched by Winner to the Panel at the Pitch. Only one (1) Prize will be awarded. As between Sponsor and the Paley Center, Sponsor shall be solely responsible for the distribution of the Prize to the Winner. The Winner may be required to sign additional agreements with, and provide additional information to, Sponsor or the Paley Center prior to receiving the Prize. The Winner agrees to acknowledge the Paley Center in the closing credits of his/her finished film or any other finished work comprising or based on the documentary represented in the Submission Materials and presented during the Contest, in the manner directed by the Paley Center. The Prize is nontransferable and nonrefundable. All taxes (including, without limitation, federal, state, and local taxes) on or in connection with the Prize, and the reporting consequences thereof, are the sole and exclusive responsibility of Winner. No substitution of the Prize will be permitted.
4. **DISQUALIFICATION/INELIGIBILITY.** Without limiting any other provision of these Official Rules, the Paley Center reserves the right, at any time and in its sole discretion, to disqualify and/or deem ineligible to participate in the Contest any individual or team it suspects: to be tampering with the entry process or the operation of the Contest; to be in violation of these Official Rules or the Entry Form & Submission Agreement; to have failed to complete or submit any required or requested Submission Materials; to be acting in bad faith, or in a non-sportsmanlike or disruptive manner; or to be annoying, abusing, threatening, or harassing any other person in connection with the Contest (each such activity, a "Prohibited Activity"). Furthermore, the Paley Center reserves the right, in its sole and absolute discretion, to disregard and/or deem VOID any or all of such entrant's Submission Materials. ANY ATTEMPT TO DAMAGE, TAMPER WITH, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS APPLICABLE LAWS. SHOULD THE PALEY CENTER BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, THE PALEY CENTER RESERVES THE RIGHT TO DISQUALIFY ANY ENTRANT(S) THAT THE PALEY CENTER DEEMS TO BE INVOLVED THEREIN, AND TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.
5. **RELEASE AND INDEMNIFICATION.** BY ENTERING THE CONTEST, ENTRANT (A) RELEASES AND HOLDS THE PALEY CENTER, THE SPONSOR, AND THE PANEL, AND THEIR RESPECTIVE EMPLOYEES, AFFILIATES, AND AGENTS (COLLECTIVELY, THE "CONTEST ENTITIES") HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN THE PITCH OR ANY OTHER CONTEST-RELATED ACTIVITY, OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY AND (B) INDEMNIFIES AND HOLDS HARMLESS THE CONTEST ENTITIES FROM ANY AND ALL CLAIMS, LOSS, OR LIABILITY OF ANY KIND THAT MAY BE ASSERTED AGAINST OR INCURRED BY CONTEST ENTITIES AT ANY TIME IN CONNECTION WITH THE SUBMISSION MATERIALS OR OTHERWISE ARISING FROM, OR RELATING TO, ENTRANT'S PARTICIPATION IN THE CONTEST.
6. **DISCLAIMERS; LIMITATION OF LIABILITY.** The Contest Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning the Contest, the Prize, or any other information, materials, or prizes furnished or made available in connection with the Contest. No responsibility is assumed by the Contest Entities for lost, late, incomplete, stolen, misdirected, mutilated, postage-due, illegible, unreadable, inaccurate, incorrect, inaccessible, corrupted, or unusable entries or Submission Materials. Although the Paley Center attempts to ensure the integrity of the Contest, Contest Entities are not responsible for the actions of entrants or other individuals in connection with the Contest, including entrants' or other individuals' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. If, for any reason, the Contest is not capable of running as planned due to causes which, in the sole opinion of the Paley Center, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, the Paley Center reserves the right in its sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, reschedule, modify, or suspend all or any part of the Contest (including, without limitation, the Pitch). IN NO EVENT WILL THE CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF THE CONTEST. WITHOUT LIMITING THE FOREGOING, THE CONTEST, THE PRIZE, AND ALL MATERIALS PROVIDED CONCERNING THE CONTEST ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.
7. **MISCELLANEOUS.**
- a. **GOVERNING LAW.** The Contest, the Entry Form & Submission Agreement, and these Official Rules are governed by and shall be construed in accordance with the laws of the State of New York, United States of America, without regards to its principles of conflicts of law. Entrant agrees to personal jurisdiction by the federal and state courts located in the County of New York in the State of New York, United States of America with respect to any dispute arising out of or in connection with the Entry Form & Submission Agreement, these Official Rules, or the Contest, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.
- b. **WINNER INFORMATION.** For information concerning the Winner (available after November 1, 2010), please check the Paley Center website at <http://www.paleycenter.org>.
- c. **INTERPRETATION.** In the event of any conflict between any information provided on the Paley Center's web site or in the Overview, on the one hand, and the Entry Form & Submission Agreement and these Official Rules, on the other, the Entry Form & Submission Agreement and these Official Rules shall govern.

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